

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT**  
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER  
19-11056

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

Bloom Energy Corporation

2. The term of this Agreement is:

START DATE

3/26/2020

THROUGH END DATE

9/30/2020

3. The maximum amount of this Agreement is:

\$1,000,000.00

One Million Dollars and Zero Cents

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

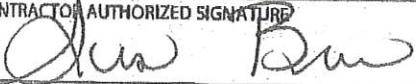
Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C	Additional Provisions	5

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/OIS/Resources>

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

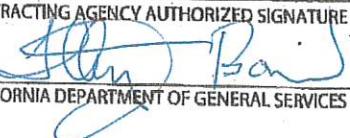
**CONTRACTOR**

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

CONTRACTOR BUSINESS ADDRESS 4353 North 1st Street	CITY San Jose	STATE CA	ZIP 95134
PRINTED NAME OF PERSON SIGNING Susan Brennan	TITLE <i>COO</i>		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED <i>3/27/20</i>		

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS 1616 Capitol Ave	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Tim Bow	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED <i>3/27/20</i>		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL 	EXEMPTION (If Applicable) <i>PCC 1102 / EO N-25-20</i>		

## **Exhibit A**

### **Bloom Energy Ventilator Refurbish/Repair Agreement**

This Equipment Service Agreement (this "Agreement") is by and between Bloom Energy Corporation, A San Jose(U.S.A.) corporation, having a place of business at 4358 North 1<sup>st</sup> Street, San Jose CA 95134 ("Bloom") and the *California Health Department* whose name is set forth in the signature page of this Agreement ("Customer"). The effective date of this Agreement is the date notated on Exhibit A.

#### **Recitals**

A. Bloom is engaged in the Refurbish/Repair of ventilators for the California Department of Public Health (CDPH) to support the emergency during COVID19 outbreak in CA.

B. CDPH desires Bloom to supply Refurbish/Repair services for equipment specified herein.

#### **Agreement**

In consideration of the matters stated in the Recitals hereto and the mutual covenants contained in this Agreement, the parties agree as follows:

#### **1. DEFINITIONS**

When used in this Agreement, each of the following terms shall have the definition set out below:

**Agreement:** means this agreement, together with all Exhibits;

**Service Personnel:** means Bloom employees, its affiliates, or subcontractors hired to provide service support including but not limited to Ventilator service

**LABORIE Plan:** means the specified services herein, which Bloom, or its affiliates, shall perform relating to the Equipment listed in Exhibit B.

**Coverage Term:** shall begin on the Effective Date and will end on the date set forth on the signature page of this agreement.

**Equipment:** means LTV 1200 series Ventilators and products and the supplies related thereto, as listed in Exhibit A.

#### **2. COVERAGE TERMS AND PROCEDURES**

A. Subject to the additional terms and conditions of this Agreement, for the Coverage Term Bloom, through its Service Personnel, shall perform the following services:

1. Test and Calibration all agreed upon Equipment;
2. Refurbish / Repair and re pack and ship equipment with in agreed upon time

**D. PROCEDURES.**

1. Bloom shall provide all parts and labor necessary to complete the refurbish/repair to equipment's current specifications or replace at Bloom's discretion. Bloom reserves the right to use qualified, quality-assured parts for repairs hereunder.

**C. EXCEPTIONS.** This Agreement shall not cover:

1. Any undiscovered pre-existing defects or damage to the Equipment resulting from non-usage over extended period of time.
2. Defects or damage from consumables and supplies, including common replacement items such as cables, filters, connectors, lamps, and plugs.
3. Any components, parts, and materials not manufactured or distributed by Bloom, not labeled with the Bloom brand, or not installed by Bloom.
4. Any Equipment which has been disassembled, repaired, tampered with, altered, changed, or modified by Customer or any other persons other than Bloom.

**D. OBLIGATIONS.**

1. After the return of the Equipment, Customer will be responsible to ensure that the end user will follow all cleaning, reprocessing, operating, and maintenance procedures for the Equipment, in accordance with all applicable federal, state and local laws.
2. Customer will ensure that the end user will not clinically utilize any equipment that is damaged or malfunctioning in any way.
3. Customer will provide all reasonable assistance necessary for diagnosing and correcting Equipment problems.
4. Though every effort will be made to pack and ship the equipment correctly, Bloom will not assume the risk of loss or damage to equipment while Equipment is in transit to and from the Customer's facility to Bloom's service facilities.

**E. WARRANTY.**

Customer warrants that the Equipment will comply with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards, including but not limited to any export laws of the U.S. and abroad, and that Provider will obtain, at its expense, any permits, approvals, licenses, authorizations, or consents necessary for the equipment as provided to Bloom under this Agreement.

THE SERVICE PERSONNEL AND ANY WORK BY BLOOM HEREUNDER WILL BE PROVIDED TO CUSTOMER "AS-IS" WITH NO WARRANTY OF ANY KIND. BLOOM HEREBY DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, INDUSTRY-SPECIFIC QUALIFICATION, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT WILL BLOOM BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL DAMAGES OR SIMILAR DAMAGES ((INCLUDING, WITHOUT LIMITATION, LOSS OF LIFE AND OTHER MEDICAL CONDITIONS)), IRRESPECTIVE OF WHETHER BLOOM HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM THIS

**AGREEMENT.** IN NO EVENT WILL BLOOM BE LIABLE FOR ANY DAMAGES UNDER OR ARISING OUT OF THIS AGREEMENT. THE PARTIES AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THE AGREEMENT ARE INDEPENDENT OF ANY EXCLUSIVE OR LIMITED REMEDIES, AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND APPLY EVEN IF SUCH REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

Bloom will not Indemnify, defend Customer, nor hold Customer harmless from and against any allegation that the Equipment (including any modifications thereto) or Service Personnel have violated any warranty or third party's Intellectual Property Rights in connection with any Equipment, Personnel Services or any other goods or services provided under this Agreement.

### **3. PAYMENT**

The pricing for Bloom refurb/repair Plan is included in Exhibit B.

- A. Payment for the full plan is due Net 30 upon invoice.

### **4. TERMINATION**

Either party may terminate this Agreement at any time upon Seven (7) days prior written notice to the other party.

### **5. INTELLECTUAL PROPERTY RIGHTS**

All Intellectual property rights relating to the Equipment and this Agreement, including all names, trademarks, copyrights, patents, mask works, trade secrets, know-how, technology, computer software and related documentation and source code and other intellectual property rights, are and shall remain the property of Bloom and nothing in this Agreement shall be deemed to grant to Customer a license or other right to use Bloom's intellectual property without Bloom's consent.

### **6. INDEMNIFICATION**

- A. To the extent possible by law, customer shall Indemnify, hold harmless and defend Bloom and its Service Personnel, employees, officers, directors and agents from any and all third party liabilities, losses, damages, claims, suits and expenses, including reasonable legal expenses and all liabilities under this Agreement of whatsoever kind or nature imposed on, incurred by, or asserted against Bloom, its agents, end users, employees, successors, and assigns relating to or arising out of a claim that (i) caused any damage to any bodily injury (including death), destruction or damage to any real, tangible or personal property by the Equipment; (ii) is a result of or in connection with the performance under this Agreement of Customer, its end users, or its employees, officers, agents, representatives, or subcontractors; (iii) cause by Company's breach of any term or provision of this Agreement or any negligent or willful acts, errors or omissions by Company, its employees, officers, agents, representatives, or subcontractors in the performance of this Agreement; (iv) contamination of or adverse effects on the environment and any cleanup costs in connection therewith, or any violation of governmental law, regulation, or orders in connection with this Agreement; (v) any product design or specifications provided by Customer (if the alleged infringement would not have occurred but for the design, and could not have been avoided in implementing the specification) under this Agreement;

infringe any patent, trade secret, trademark, copyright, or other intellectual property rights of a third party.

B. In the event of the foregoing events, Bloom will notify Customer in writing of such action and allow Customer full and complete authority, information, and assistance to settle or defend such action. Customer shall have the sole responsibility and authority to defend and/or settle any claim under this provision, provided, however, that Customer shall not agree to the settlement of any claim which adversely affects the business practices, or which does not contain a full release of Bloom, unless Bloom's consent is first obtained. Bloom may, at its own cost, retain separate representation and participate in any action, at Bloom's discretion.

## 7. GENERAL

A. **AUTHORIZATION.** The Customer acknowledges that, when entering into this Agreement, Bloom has relied upon Customer's representation that the Equipment will be used only by Customer or its authorized representative and only for purpose it is intended to be used. The Customer shall be responsible for all end-users who use the Equipment under this Agreement. The Customer represents that it has the power to enter into this Agreement and that the person executing this Agreement on behalf of the Customer has been duly authorized and has all required corporate approvals.

B. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof and supersedes any prior written or verbal agreements or understandings in connection herewith. No amendment, waiver or modification hereto or hereunder shall be valid unless in writing and signed by an authorized signatory of each of the parties hereto. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to this Agreement and their respective successors and permitted assigns.

C. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in any number of counterparts and each counterpart will constitute an original, but all counterparts when taken together will constitute one and the same agreement. An executed signature page that is sent by facsimile, pdf file, or other electronic means will constitute an original signature for all purposes.

D. **NOTICES.** All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered, international courier service or certified mail or delivery either by hand or by messenger, or sent via fax, computer mail or other electronic means, addressed to the address set forth in the preamble of this Agreement. Any notice or other communication so addressed and mailed by registered or certified mail (in each case, with return receipt requested) shall be deemed to be delivered and given when so mailed. Any notice so addressed or otherwise delivered shall be deemed to be given when actually received by the addressee.

E. **SEVERABILITY.** If for any reason any provision of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable in any jurisdiction to which it otherwise applies, the validity of the remainder of the Agreement shall not be affected and the offending provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law, and, in its modified form, the provision shall then be enforceable and enforced.

**F. CAPTIONS; COUNTERPARTS.** The section heading and captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement nor substantially affect it in any way. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all such counterparts together shall constitute but one and the same instrument.

**G. ASSIGNMENT.** Neither this Agreement nor any rights granted hereby may be assigned by Bloom voluntarily or by operation of law without Customer's prior written consent, which shall not be unreasonably withheld, and any such attempted assignment shall be null and void.

**H. GOVERNING LAW AND VENUE.** All matters arising out of or related to this Agreement, including without limitation all matters connected with its performance, will be construed, interpreted, applied and governed in all respects in accordance with the laws of the United States of America and the State of California, without reference to conflict of laws principles. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All disputes and litigation arising out of or related to this Agreement, including without limitation matters connected with its performance, will be subject to the exclusive jurisdiction of the courts of the State of California or of the Federal courts sitting therein. Each Party hereby irrevocably submits to the personal jurisdiction of such courts and irrevocably waives all objections to such venue.

**I. SURVIVAL.** Any right or legal obligation of a party contained in this Agreement, that by its express term or nature would reasonably extend for a period beyond the term of the Agreement, shall survive the termination of the Agreement.

*I acknowledge without limitation " Set. 2E  
and Set. 6e" — SSB AB State*

**Exhibit B & Signature page for Ventilator refurbish/repair Service  
Agreement**

**Model Serial number:** LTV 1200

**Price Each: Time and Material not to exceed \$2,000 per unit**

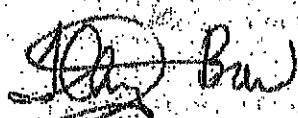
**Total Units to refurbish / Repair:** up to 514 Units

**Contract Effective Date:** March 26, 2020

**Contract Total:** Not to exceed \$1,000,000

**IN WITNESS WHEREOF,** the parties have executed this Agreement by their duly authorized representatives as of the day and year first written below.

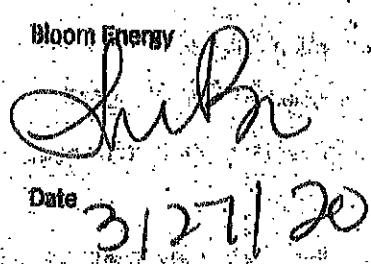
California Department of Public Health



Date

3/27/20

Bloom Energy



Date

3/27/20

**Exhibit C**

**1. PROJECT REPRESENTATIVES**

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

<b>California Department of Public Health</b> Contact Person TBD. Telephone: TBD E-mail: TBD@cdph.ca.gov	<b>Bloom Energy Corporation</b> Susan Brennan Telephone: (408) 772-8699 E-mail: Susan.Brennan@bloomenergy.com
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B. Direct all inquiries to:

<b>California Department of Public Health</b> Attention: Tim Bow Telephone: (916) 208-9946 E-mail: Tim.bow@cdph.ca.gov	<b>Bloom Energy Corporation</b> Susan Brennan Telephone: (408) 772-8699 E-mail: Susan.Brennan@bloomenergy.com
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

**2. INVOICING AND PAYMENT**

A. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

TBD

California Department of Public Health  
EPO MS 7002  
1615 Capitol Ave, 73.373  
Sacramento, CA 95814

**B. Invoice shall:**

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

**3. Federal Emergency Management Agency (FEMA) Requirements**

**3.1 Changes**

**Any cost of a change, modification, change order, or constructive change to the Agreement must be allowable and allocable within the scope of this Agreement, and reasonable for the completion of project scope. Changes can be made by either Party to alter the method, price, or schedule of the work without breaching the Agreement if both Parties approve in writing.**

**3.2 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 only. The Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.**

**3.3 No Obligation by Federal Government**

**The Federal Government is not a party to this contract 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.**

**3.4 Program Fraud and False or Fraudulent Statements or Related Acts**

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

**3.5 Clean Air Act**

**3.5.1 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. § 7401 et seq.**

3.6.2 The Contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3.6.3 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.

### 3.6 Federal Water Pollution Control Act

3.6.1 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. 1251 et seq.

3.6.2 The Contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3.6.3 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.

### 3.7 Debarment and Suspension

3.7.3 This contract 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's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.906) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

3.7.4 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.

3.7.5 This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). 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 (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**3.7.8** 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.

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

**3.8.1** Contractor 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 awarding agency.

**3.9 PROCUREMENT OF RECOVERED MATERIALS**

**3.9.1** In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.

**3.9.1.1** 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-opp-program>.

**3.9.2** The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**3.9.2.1** Competitively within a timeframe providing for compliance with the contract performance schedule;

**3.9.2.2** Meeting contract performance requirements; or

**3.9.2.3** At a reasonable price.

Bloom Energy

19-11056

Exhibit C

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# Contractor Certification Clause

CCC 04/2017

## CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Blum Energy	770545408
By (Authorized Signature)	

Printed Name and Title of Person Signing

Steve Brown

Date Executed	Executed in the County of
3/27/20	Santa Clara

## CONTRACTOR CERTIFICATION CLAUSES

**1. STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

**2. DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO**

**REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**5. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

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

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

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

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

**3. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**6. RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**7. AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**8. PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER  
19-11056 A-1

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

Bloom Energy Corporation

2. The term of this Agreement is:

START DATE

3/26/2020

THROUGH END DATE

9/30/2020

3. The maximum amount of this Agreement is:

\$1,500,000.00

One Million Five Hundred Thousand Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions (Revised 4/4/20)	1
Exhibit C	Additional Provisions	5
+ -	NOTE: Amendment (1) adds an additional \$500,000 and revises Exhibit B	

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.)

CONTRACTOR BUSINESS ADDRESS 4353 North 1st Street	CITY San Jose	STATE CA	ZIP 95134
PRINTED NAME OF PERSON SIGNING Susan Brennan	Chief Operations Officer		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 4/4/20		

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS 1616 Capitol Ave	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Tim Bow	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED 4/4/20		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) PCC1102/ EO N-25-20-COVID-19		

## Exhibit B & Signature page for Ventilator refurbish/repair Service Agreement

Model Serial number: LTV 1200 As requested by the State *JB*

Price Each: Time and Material ~~not to exceed \$2,000 per unit~~ Not to exceed \$2,500 per unit *JB*

Total Units to refurbish / Repair: up to 514 Units As requested by the State *JB*

Contract Effective Date: March 26, 2020

Contract Total: Not to exceed \$1,000,000 1,500,000 *JB*

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the day and year first written below.

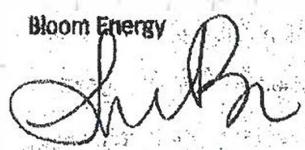
California Department of Public Health



Date

3/27/20

Bloom Energy



Date

3/27/20

This Amendment succeeds any prior amendments

Approved by

CDPH Timothy Bow

*J Bow* 4/4/20

Bloom Energy

*Jim Briner* 4/4/20

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 10/2019)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER

19-11056

AMENDMENT NUMBER

A02

Purchasing Authority Number

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

STATE AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Bloom Energy Corporation

2. The term of this Agreement is:

START DATE

3/26/20

THROUGH END DATE

9/30/20

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

\$2,000,000.00

Two Million Dollars and Zero Cents

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

I. The purpose of this amendment is to increase the agreement amount by \$5,000.00, changing the total agreement amount from \$1,500,000.00 to the new agreement total of \$2,000,000.00.

II. See attached page

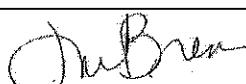
*All other terms and conditions shall remain the same.*

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

**CONTRACTOR**

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

Bloom Energy Corporation

CONTRACTOR BUSINESS ADDRESS 4353 North 1st Street	CITY San Jose	STATE CA	ZIP 95134
PRINTED NAME OF PERSON SIGNING Susan Brennan	TITLE Chief Operations Officer		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 4/13/2020		

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS 1615 Capitol Ave	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Tim Bow	TITLE Procurement Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE <b>Timothy Bow</b>	DATE SIGNED Digitally signed by Timothy Bow Date: 2020.04.11 13:35:56 -07'00'		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) PCC 1102 Executive Order N-25-20-COVID-19		

## **213A pg. 2**

**Model Serial number:** LTV-1200 As requested by the State

**Price Each:** Time and Material not to exceed \$2,000 \$2,500 per unit

**Total Units to refurbish / Repair:** up to 514 Units As requested by the State

**Contract Effective Date:** March 26, 2020

**Contract Total:** Not to exceed \$1,000,000.00 \$1,500,000.00 \$2,000,000.00

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-11029

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

Agiliti Health, Inc.

2. The term of this Agreement is:

START DATE

03/16/2020

THROUGH END DATE

03/15/2024

3. The maximum amount of this Agreement is:

\$3,911,748.80 Three Million Nine Hundred Eleven Thousand Seven Hundred Forty Eight Dollars and Eighty 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	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit D	Special Terms and Conditions	7
+ Exhibit E	Additional Provisions	5
+ Exhibit G	Contractor's Release	1

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

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

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

**CONTRACTOR**

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

Agiliti Health, Inc.

CONTRACTOR BUSINESS ADDRESS

6625 West 78th Street, Suite 300

CITY

Minneapolis

STATE

MN

ZIP

55439

PRINTED NAME OF PERSON SIGNING

Matthew McCabe

TITLE

Vice President of Finance and Treasurer

CONTRACTOR AUTHORIZED SIGNATURE

Matthew McCabe, VP Finance

Digitally signed by Matthew McCabe, VP Finance  
Date: 2020.03.18 12:36:02 -05'00'

DATE SIGNED

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-11029

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

## CONTRACTING AGENCY NAME

California Department of Public Health

## CONTRACTING AGENCY ADDRESS

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

CITY

Sacramento

STATE

CA

ZIP

95899

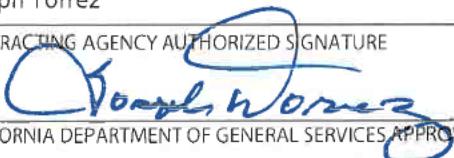
## PRINTED NAME OF PERSON SIGNING

Joseph Torrez

TITLE

Chief

## CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

3/18/2020

## CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PC 1102/ Proclamation of State Emergency

**Exhibit A**  
**Scope of Work**

**1. Service Overview**

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

The Contractor will provide its expertise to supplement and advance the capabilities of refurbishing 514 ventilators for CDPH. The contractors certified clinical engineering technicians possess the knowledge and expertise to ensure equipment is safe, expertly maintained, fully certified, and patient ready at all times. As stated on the proclamation, "the emergency proclamation includes provisions that protect consumers against price gouging, allow for health care workers to come from out of state to assist at health care facilities, and give health care facilities the flexibility to plan and adapt to accommodate incoming patients." This function is necessary to save valuable time for stakeholders across multiple agencies, determining responder's immediate action and decision making to prevent or mitigate the loss or impairment of life, property, or essential public services, pursuant to PCC 1102, and the Proclamation of a State of Emergency and the Executive order-N-25-20-COVID-19.

**2. Service Location**

The services shall be performed [REDACTED]  
[REDACTED]

**3. Service Hours**

The services shall be provided during CDPH/EPO business hours 8:00 a.m. to 5:00 p.m. Monday through Friday, including state official holidays.

**4. Project Representatives**

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

<b>California Department of Public Health</b> Dana Grau  Telephone: (916) 319 - 8187 Fax: (916) 650 – 6420 E-mail: Dana.Grau@cdph.ca.gov	<b>Agiliti Health, Inc.</b> Ryan Harris  Telephone: (352) 219 – 8116 Fax: (952) 893 - 0704 E-mail: Ryan.Harris@agilitihealth.com
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B. Direct all inquiries to:

**Exhibit A**  
**Scope of Work**

<b>California Department of Public Health</b> Emergency Preparedness Office Attention: Dana Grau Mail Station Code 7002 1615 Capitol Avenue, 73.373 Sacramento, CA, 95814  Telephone: (916) 319 – 8187 Fax: (916) 650 – 6420 E-mail: Dana.Grau@cdph.ca.gov	<b>Agiliti Health, Inc.</b>  Attention: Ryan Harris 6625 W. 78 Street, Suite 300, Minneapolis, MN, 55439  Telephone: (352) 219 – 8116 Fax: (952) 893 - 0704 E-mail: Ryan.Harris@agilitihealth.com
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C. All payments from CDPH to the Contractor; shall be sent to the following address:

<b>Remittance Address</b>
Contractor: Agiliti Health, Inc.]
Attention "Cashier": Matthew McCabe
6625 West 78 <sup>th</sup> Street, Suite 300
Minneapolis, MN, 55439
(952) – 893 - 3200
(952) – 893 - 0704
Matthew.McCabe@agilitihealth.com

D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

**5. Services to be Performed**

**Contractors shall provide the following services:**

- 1) Assist CDPH by performing preventative maintenance (PM) and repair services.
- 2) Replace expired heat and moisture exchanger (HME) filters in the Base Year.
- 3) Option Years 1-4: Agiliti will perform an abbreviated 10k PM with battery.
- 4) Verify each unit is operational annually if no PM is performed.
- 5) Replace the obsolete and non-functional transport batteries with a sprint back.

**Exhibit B**  
**Budget Detail and Payment Provisions**

**1. Invoicing and Payment**

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

Dana Grau  
California Department of Public Health  
Emergency Preparedness Office  
MS 7002  
1615 Capitol Ave, Suite 73.373  
Sacramento, CA 95814

D. Invoice shall:

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

E. Amounts Payable

The amounts payable under this agreement shall not exceed:\$3,911,748.80

F. Rates Payable

<b>Base Year:</b>			
Description	Quantity	Price Per Kit	Total Price
LTV GoPacks	514	\$ 5,421.21	\$2,786,500.00
<b>Option Year 1</b>			
Description	Quantity	Price Per Kit	Total Price
LTV GoPacks	514	\$523.35	\$269,001.90
<b>Option Year 2</b>			
Description	Quantity	Price Per Kit	Total Price
LTV GoPacks	514	\$538.91	\$276,999.74

**Exhibit B**  
**Budget Detail and Payment Provisions**

<b>Option Year 3</b>			
Description	Quantity	Price Per Kit	Total Price
LTV GoPacks	514	\$554.96	<b>\$285,249.44</b>
<b>Option Year 4</b>			
Description	Quantity	Price Per Kit	Total Price
LTV GoPacks	514	\$571.98	<b>\$293,997.72</b>
			<b>Total Price: \$3,911,748.80</b>

**2. Budget Contingency Clause**

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

**3. Prompt Payment Clause**

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

**4. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than *ninety* (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "Contractor's Release (Exhibit G)".

**5. Expense Allowability / Fiscal Documentation**

- A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.

**Exhibit B**  
**Budget Detail and Payment Provisions**

- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

**6. Recovery of Overpayments**

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
- 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
  - 2) A repayment schedule agreeable between the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

**Exhibit D**  
**Special Terms and Conditions [Rev 06-2019]**

(Applicable to consultant and personal service contracts)

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

**Index**

1. Cancellation
2. Intellectual Property Rights
3. Confidentiality of Information
4. Dispute Resolution Process
5. Excise Taxes

**Exhibit D**  
**Special Terms and Conditions**

**1. Cancellation**

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

**2. Intellectual Property Rights**

**A. Ownership**

- 1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- 2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- 3) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

**Exhibit D**  
**Special Terms and Conditions**

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

**B. Retained Rights / License Rights**

- 1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- 2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**C. Copyright**

- 1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall

**Exhibit D  
Special Terms and Conditions**

assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

- 2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], California Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the California Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**D. Patent Rights**

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

**E. Third-Party Intellectual Property**

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

**F. Warranties**

- 1) Contractor represents and warrants that:
  - a. It is free to enter into and fully perform this Agreement.
  - b. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
  - c. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

**Exhibit D**  
**Special Terms and Conditions**

- d. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
  - e. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
  - f. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
  - g. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - h. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- 2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**G. Intellectual Property Indemnity**

- 1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- 2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such

**Exhibit D  
Special Terms and Conditions**

remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- 3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

**H. Federal Funding**

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

**I. Survival**

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

**3. Confidentiality of Information**

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

**Exhibit D**  
**Special Terms and Conditions**

**4. Dispute Resolution Process**

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

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

**5. Excise Tax**

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

## 1. Evaluation of Contractor

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

## 2. Performance Evaluation

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

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

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

## 3. Insurance Requirements

Contractor shall comply with the following insurance requirements:

### A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VI. If Contractor is

self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

- 6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.
- 8) Use of Subcontractors - In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

#### B. Insurance Coverage Requirements

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

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

date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

4. **Procurement Rules (Optional Provision- There are 2 optional provisions to choose from 1) No Equipment line item and 2) allows for equipment to be purchased )**

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

Option 1:

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

Option 2:

Except as provided in Exhibit B, Attachment X:

#### **A. Equipment definitions**

Wherever the term equipment and/or property are used, the following definitions shall apply:

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

- B. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
  - C. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
  - D. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
5. **Equipment Ownership / Inventory / Disposition (Optional Provision)**  
(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with agreement.)

- A. Wherever the terms equipment and/or property are used under this provision, the definitions in Provision 12, Paragraph A, shall apply.

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

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

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

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

- c. Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.
- B. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- C. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- D. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

- E. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- F. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

## Contractor's Release

### Instructions to Contractor:

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

### Submission of Final Invoice

Pursuant to contract number 19-11029 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) \_\_\_\_\_, in the amount(s) of \$ \_\_\_\_\_ and dated \_\_\_\_\_.

If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

### Release of all Obligations

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

### Repayments Due to Audit Exceptions / Record Retention

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

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

### Recycled Product Use Certification

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

### Reminder to Return State Equipment/Property (If Applicable)

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

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

### Patents / Other Issues

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

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

Contractor's Legal Name (as on contract): World Courier, Inc.

Signature of Contractor or Official Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title of Person Signing: \_\_\_\_\_

Distribution: Accounting (Original) Program

STATE OF CALIFORNIA - GENERAL SERVICES PROCUREMENT DIVISION  
**PURCHASING AUTHORITY PURCHASE ORDER**

STD. 65 (Rev. 03/2020)

Page 1 of 1

				DATE 4/2/2020	AMENDMENT NO.	PURCHASE ORDER NUMBER M15052-T9045																	
SHIP TO		BILL TO		Department of General Services 707 3RD STREET, MS 413 WEST SACRAMENTO, CA 95605																			
				AGENCY BILLING CODE 030100																			
				PURCHASING AUTHORITY NO.																			
				LEVERAGED PROCUREMENT AGREEMENT NUMBER																			
				INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER																			
				AGENCY OR BUYER INFORMATION																			
				AGENCY TRACKING/REQUISITION NUMBER (Optional)																			
TO SUPPLIER ADDRESS		Virgin Orbit 4022 E Conant Street Long Beach, CA 90808		AGENCY NAME Department of General Services																			
				CONTACT NAME Eileen Tardiff																			
				CONTACT E-MAIL ADDRESS eileen.tardiff@dgs.ca.gov																			
				CONTACT PHONE NUMBER (916) 375-4463		CONTACT FAX NUMBER																	
SUPPLIER CONTACT NAME Brita O'Rear		SUPPLIER PHONE NUMBER (562) 708-0026		SUPPLIER E-MAIL ADDRESS brita.o'rear@virginorbit.com																			
PAYMENT TERMS Cal Card		CERTIFICATION NUMBER		<input type="checkbox"/> Certified Small Business	<input type="checkbox"/> Certified Microbusiness	EXPIRATION DATE	<input type="checkbox"/> Certified DVBE	EXPIRATION DATE															
SHIPPING INSTRUCTIONS See quote		REQUIRED DELIVERY DATE F.R.T., P.P.D		<input checked="" type="checkbox"/> F.O.B. Destination FRT, PPD	<input type="checkbox"/> F.O.B. Destination FRT, PPD/ADD, Freight not to exceed cost stated on P.O.	<input type="checkbox"/> F.O.B. Origin	CITY OF ORIGIN	STATE	ZIP CODE														
<b>TERMS AND CONDITIONS</b> <p>A-1 <input checked="" type="checkbox"/> General Provisions are incorporated herein by reference to:  <input checked="" type="checkbox"/> Form GSPD -401 Non-IT Commodities Revision Date: 6/8/2010      OR    <input type="checkbox"/> Form GSPD - 401 IT Revision Date:  <input type="checkbox"/> Attached OR <input checked="" type="checkbox"/> Published at: www.dgs.ca.gov/pd</p> <p>A-2 <input type="checkbox"/> This order is issued under a Department of General Services (DGS) Leveraged Procurement Agreement (LPA). Terms and Conditions set forth in that agreement (LPA number referenced in the block titled Leveraged Procurement Agreement No.) are incorporated herein by reference as if set forth in full text.</p> <p>B <input type="checkbox"/> Agency Special Provisions are attached and titled _____</p> <p>C <input type="checkbox"/> Any other attachments, such as specifications, Statement of Work, or Information Technology Model Language Modules, are identified in the product or services description area or on continuation pages.</p>																							
<table border="1"> <tr> <td>TAXABLE SUBTOTAL</td> <td>\$1,880,000.00</td> </tr> <tr> <td>TAX RATE</td> <td>8.25%</td> </tr> <tr> <td>SALES TAX</td> <td>\$155,100.00</td> </tr> <tr> <td>INSTALLATION</td> <td></td> </tr> <tr> <td>SHIPPING FREIGHT</td> <td></td> </tr> <tr> <td>OTHER NON-TAXABLE</td> <td></td> </tr> <tr> <td>GRAND TOTAL</td> <td>\$2,035,100.00</td> </tr> </table>										TAXABLE SUBTOTAL	\$1,880,000.00	TAX RATE	8.25%	SALES TAX	\$155,100.00	INSTALLATION		SHIPPING FREIGHT		OTHER NON-TAXABLE		GRAND TOTAL	\$2,035,100.00
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<b>PROCUREMENT METHODS</b> <p><input type="checkbox"/> COMPETITIVE: Solicitation Number(if applicable)</p> <p><input type="checkbox"/> LEVERAGED    <input type="checkbox"/> DVBE / SMALL BUSINESS [GC 14838.5(a)]    <input type="checkbox"/> NON-COMPETITIVELY BID    <input checked="" type="checkbox"/> EXEMPT</p>																							
PROGRAM / CATEGORY (Code / Title) Program 99		FUND TITLE Service Revolving Fund			VERIFIED NO STATE SURPLUS AVAILABLE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		PAID BY CAL-CARD <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																
ITEM 7760-001-0666		CHAPTER 23	STATUTE 2019	FISCAL YEAR 19/20	OBJECT OF EXPENDITURE (Code and Title) 5340290 Health and Medical		<input type="checkbox"/> Original Equipment <input type="checkbox"/> Operating Expense																
<b>CERTIFICATION AND APPROVAL OF EXECUTIVE OFFICER</b> <p>I HEREBY CERTIFY, on personal knowledge, that this order for purchasing the items specified below is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California; and that all such legal requirements have been fully complied with.</p>																							
AUTHORIZING NAME MICHAEL WONG		AUTHORIZING TITLE Contracts Administrator		UNENCUMBERED REMAINDER AFTER POSTING THIS ORDER TO ALLOTMENT EXPENDITURE LEDGER																			
AUTHORIZING SIGNATURE 				ADJUSTMENT INCREASING ENCUMBRANCES																			
				ADJUSTMENT DECREASING ENCUMBRANCES																			
				CERTIFIED CORRECT SIGNATURE 																			
ITEM NUMBER	QUANTITY	UNIT	UNSPSC	RECYCLED PRODUCT	PRODUCT OR SERVICE DESCRIPTION		CATEGORY	UNIT PRICE	EXTENSION TOTAL														
+ - 1	100	1			Ventilators with NRE		Taxable	\$9,800.00	\$980,000.00														
+ - 2	500	1			Ventilators		Taxable	\$1,800.00	\$900,000.00														
+ - 3																							
+ - 4																							
+ - 5																							

## **FEMA PROVISIONS**

### **1. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

## **2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Compliance with the Contract Work Hours and Safety Standards Act.

- A. **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 hours in such workweek.
- B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(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 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 (b)(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 (b)(1) of this section.
- C. **Withholding for unpaid wages and liquidated damages.** The State of California 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

- C. 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.

## **5. DEBARMENT AND SUSPENSION CLAUSE**

- A. This contract 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).
- B. 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.
- C. This certification is a material representation of fact relied upon by the State of California. 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 of California, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. 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.

## **6. BYRD ANTI-LOBBYING CLAUSE**

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

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

The undersigned [Contractor] certifies, to the best of his or her 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.
- A. 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.
- B. 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.

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.



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Signature of Contractor's Authorized Official

Brita O'Rear Chief Financial Officer  
Name and Title of Contractor's Authorized Official

Date: 4/6/2020

## **10. 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 only. The contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## **11. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract 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.

## **12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action pertaining to this contract.



**ORBIT**

4022 E Conant Street  
Long Beach CA 90808

DATE: April 2, 2020  
QUOTE NO: VO0188  
FOR: Virgin bridge ventilators

**Customer:**

California OES (Office of Emergency Services)  
ATTN: Dr. Dave Duncan  
10901 Gold Center Drive, Suite 400  
Rancho Cordova, CA 95670

DESCRIPTION	AMOUNT
Quantity of 600 Ventilators, * delivered in lots of 100	
Ventilator units 1 to 100 (9,800/Unit Including NRE)	Qty      Unit Price 100    \$ 9,800.00    \$ 980,000.00
Ventilator units 101 to 200	100    \$ 1,800.00    \$ 180,000.00
Ventilator units 201 to 300	100    \$ 1,800.00    \$ 180,000.00
Ventilator units 301 to 400	100    \$ 1,800.00    \$ 180,000.00
Ventilator units 401 to 500	100    \$ 1,800.00    \$ 180,000.00
Ventilator units 501 to 600	100    \$ 1,800.00    \$ 180,000.00
Total for 600 Ventilators	\$ 1,880,000.00
Sales Tax (10.25%)-Estimated	\$ 192,700.00
Notes: * Deliveries will be in lots of 100 units/week with best efforts to increase to 200 Units/week. ** Shipping cost not included in quotation price and will be invoiced as incurred	
<i>This product has not yet been cleared by the U.S. Food and Drug Administration (the "FDA"). Virgin Orbit will ship this product when it has received FDA clearance or a waiver.</i>	USD 2,072,700.00

**Payment Terms:**

Payment due upon receipt

STATE OF CALIFORNIA - GENERAL SERVICES PROCUREMENT DIVISION  
**PURCHASING AUTHORITY PURCHASE ORDER**  
STD. 65 (Rev. 03/2020)

Page 1 of 1

SHIP TO	BILL TO	DATE 4/2/2020	AMENDMENT NO 1	PURCHASE ORDER NUMBER M15052-T9045
Department of General Services 707 3RD STREET, MS 413 WEST SACRAMENTO, CA 95605		AGENCY BILLING CODE 030100	PURCHASING AUTHORITY NO. LEVERAGED PROCUREMENT AGREEMENT NUMBER INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER	

TO SUPPLIER ADDRESS	Virgin Orbit 4022 E Conant Street Long Beach, CA 90808
---------------------------	--

SUPPLIER CONTACT NAME Brita O'Rear	SUPPLIER PHONE NUMBER (562) 708-0026	SUPPLIER FAX NUMBER	SUPPLIER E-MAIL ADDRESS brita.o'rear@virginorbit.com		
PAYMENT TERMS Wire	CERTIFICATION NUMBER	<input type="checkbox"/> Certified Small Business <input type="checkbox"/> Certified Microbusiness	EXPIRATION DATE	<input type="checkbox"/> Certified DVBE	EXPIRATION DATE
SHIPPING INSTRUCTIONS See quote	REQUIRED DELIVERY DATE FRT, PPD	<input checked="" type="checkbox"/> F.O.B. Destination <input type="checkbox"/> F.O.B. Destination FRT, PPD/ADD, Freight <input type="checkbox"/> not to exceed cost stated on P.O.	<input type="checkbox"/> F.O.B. origin	CITY OF ORIGIN	STATE ZIP CODE

**TERMS AND CONDITIONS**

A-1 <input checked="" type="checkbox"/> General Provisions are incorporated herein by reference to: <input checked="" type="checkbox"/> Form GSPD - 401 Non-IT Commodities Revision Date: 6/8/2010    OR <input type="checkbox"/> Form GSPD - 401 IT Revision Date: <input type="checkbox"/> Attached OR <input checked="" type="checkbox"/> Published at: www.dgs.ca.gov/pd	TAXABLE SUBTOTAL \$1,880,000.00
A-2 <input type="checkbox"/> This order is issued under a Department of General Services (DGS) Leveraged Procurement Agreement (LPA). Terms and Conditions set forth in that agreement (LPA number referenced in the block titled Leveraged Procurement Agreement No.) are incorporated herein by reference as if set forth in full text.	TAX RATE 8.25%
B <input type="checkbox"/> Agency Special Provisions are attached and titled _____	SALES TAX \$155,100.00
C <input checked="" type="checkbox"/> Any other attachments, such as specifications, Statement of Work, or Information Technology Model Language Modules, are identified in the product or services description area or on continuation pages.	INSTALLATION
	SHIPPING FREIGHT
	OTHER NON-TAXABLE
	GRAND TOTAL \$2,035,100.00

**PROCUREMENT METHODS**

<input type="checkbox"/> COMPETITIVE: Solicitation Number(if applicable)	<input type="checkbox"/> LEVERAGED	<input type="checkbox"/> DVBE / SMALL BUSINESS (GC 14838.5(a))	<input type="checkbox"/> NON-COMPETITIVELY BID	<input checked="" type="checkbox"/> EXEMPT
PROGRAM / CATEGORY (Code / Title) Program 99	FUND TITLE Service Revolving Fund	VERIFIED NO STATE SURPLUS AVAILABLE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	PAID BY CAL-CARD <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
ITEM 7760-001-0666	CHAPTER 23	STATUTE 2019	FISCAL YEAR 19/20	OBJECT OF EXPENDITURE (Code and Title) 5340290 Health and Medical
UNENCUMBERED REMAINDER AFTER POSTING THIS ORDER TO ALLOTMENT EXPENDITURE LEDGER				
ADJUSTMENT INCREASING ENCUMBRANCES				
ADJUSTMENT DECREASING ENCUMBRANCES				
CERTIFIED CORRECT SIGNATURE 				

ITEM NUMBER	QUANTITY	UNIT	UNSPSC	RECYCLED PRODUCT	PRODUCT OR SERVICE DESCRIPTION	CATEGORY	UNIT PRICE	EXTENSION TOTAL
1	100	1			Ventilators with NRE	Taxable	\$9,800.00	\$980,000.00
2	500	1			Ventilators	Taxable	\$1,800.00	\$900,000.00
					*FEMA Special Provisions attached			



4022 E Conant Street  
Long Beach CA 90808

DATE: April 6, 2020  
QUOTE NO: VO0188\_V1 (replaces VO188)  
FOR: Virgin bridge ventilators  
PO#: M15052-T9045

**Customer:**

California OES (Office of Emergency Services)  
ATTN: Dr. Dave Duncan  
10901 Gold Center Drive, Suite 400  
Rancho Cordova, CA 95670

DESCRIPTION	AMOUNT
Quantity of 600 Ventilators, * delivered in lots of 100	
Ventilator units 1 to 100 (9,800/Unit Including NRE)	100 \$ 9,800.00 \$ 980,000.00
Ventilator units 101 to 200	100 \$ 1,800.00 \$ 180,000.00
Ventilator units 201 to 300	100 \$ 1,800.00 \$ 180,000.00
Ventilator units 301 to 400	100 \$ 1,800.00 \$ 180,000.00
Ventilator units 401 to 500	100 \$ 1,800.00 \$ 180,000.00
Ventilator units 501 to 600	100 \$ 1,800.00 \$ 180,000.00
Total for 600 Ventilators	\$ 1,880,000.00
Sales Tax 8.25%	\$ 155,100.00
Notes:	
* Deliveries will be in lots of 100 units/week with best efforts to increase to 200 Units/week.	
**Shipping cost not included in quotation price as the UPS account [REDACTED] has been provided by State of CA - DGS-PD for Virgin Orbit to use in order to charge shipping costs	
<i>This product has not yet been cleared by the U.S. Food and Drug Administration (the "FDA"). Virgin Orbit will ship this product when it has received FDA clearance or a waiver.</i>	
	USD 2,035,100.00

**Payment Terms:**

Payment due upon receipt

## STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

6140-2019

PURCHASING AUTHORITY NUMBER (If Applicable)

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

## CONTRACTING AGENCY NAME

Governor's Office of Emergency Services ("State")

## CONTRACTOR NAME

Verily Life Sciences LLC ("Contractor")

2. The term of this Agreement is:

## START DATE

March 15, 2020

## THROUGH END DATE

April 17, 2020

3. The maximum amount of this Agreement is:

\$3,450,000 (not-to-exceed)

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	Statement of Work	6
Exhibit B	Payment Provisions	3
Exhibit C	California General Terms and Conditions (GTC 04/2017 as modified)	7
Exhibit D	Special Provisions	5
Exhibit E	FEMA Provisions	6
Exhibit F	Data Transfer Plan	6

*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 [www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx](http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx)*

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.)

Verily Life Sciences, LLC

CONTRACTOR BUSINESS ADDRESS 269 East Grand Avenue	CITY South San Francisco	STATE CA	ZIP 94080
PRINTED NAME OF PERSON SIGNING Andrew Conrad	TITLE Chief Executive Officer		
CONTRACTOR AUTHORIZED SIGNATURE <b>Andrew Conrad</b>	DATE SIGNED April 20, 2020		

Digitally signed by Andrew Conrad  
Date: 2020.04.20 19:06:28 -07'00'

## STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

6140-2019

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

## CONTRACTING AGENCY NAME

Governor's Office of Emergency Services

## CONTRACTING AGENCY ADDRESS

3650 Schriever Avenue

CITY

Mather

STATE

CA

ZIP

95655

## PRINTED NAME OF PERSON SIGNING

Heather Carlson

TITLE

Assistant Director

## CONTRACTING AGENCY AUTHORIZED SIGNATURE

**Heather Carlson**

Digitally signed by Heather Carlson

Date: 2020.04.21 12:10:02 -07'00'

DATE SIGNED

## CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

## EXEMPTION (If Applicable)

Exempt per Governor's March 4, 2020  
Emergency Proclamation (COVID-19)

## **EXHIBIT A – SCOPE OF WORK**

### **Overview**

Verily has developed a model for a COVID-19 screening and drive-thru sample collection and testing program for eligible individuals (the “**Program**”) and is collaborating with the State, Counties, and other government authorities to deploy the Program due to the Governor’s State of Emergency Proclamation dated March 4, 2020 and Executive Order N-25-20, in response to COVID-19, and deployment and operation of the Program is directly related to that emergency and intended for the preservation of public health and safety.

Verily has deployed a Verily-operated version of the Program in San Mateo County and Santa Clara County (the “**Verily-Operated Sites**”), a Verily-County jointly-operated version of the Program in Riverside County and Sacramento County (the “**Verily-County Sites**”), and a County-operated version of the Program in San Joaquin County, Los Angeles County, and the City and County of San Francisco (collectively, the “**Sites**”).

The parties acknowledge that Verily donated some services and costs to develop and implement the **Screening Platform, perform research and data analytics and to implement the Program** at the **Sites** for which Verily agrees it will not seek compensation from the State. As to non-donated services and costs, this Agreement addresses the sole compensation the State agrees to pay Verily for the reimbursement of third party services and a portion of its costs through April 17, 2020 as detailed in Exhibit B.

### **Services**

Set forth below are the Verily and State/County Activities applicable to the **Sites** (as needed) for the period covered in this Agreement:

**Verily Activities.** At State’s direction with respect to each County, and subject to each such County’s willingness to collaborate and to abide by the terms of this Agreement, Verily will perform certain activities in collaboration with State and each County in support of State and Counties’ operation of the Program as follows (collectively, the “**Verily Activities**”):

- 1.1. **Screening Platform.** Verily will use the screening platform established through Verily’s Project Baseline website (the “**Platform**”) to screen Participants for eligibility for the Program. The parties acknowledge and agree that the eligibility criteria are based on national and state recommendations, and may evolve over time. State acknowledges and agrees that Verily has the right to alter the eligibility criteria based on directives received from State, through its authorized representative(s) nominated by the Governor’s office, or national government at any time.
- 1.2. **Scheduling.** Subject to each County’s performance of its obligations as set forth in Section 2.2, Verily will use best efforts to schedule eligible Participants for sample collection at the Site during the hours of operation mutually established between Verily and the relevant County, or as otherwise agreed by the parties.
- 1.3. **Verily-Operated Sites On-Site Activities.** For the Verily-Operated Sites, Verily is responsible for all end-to-end operations in connection with the Program, including event space, supplies, staffing (including contracted HCPs), security, and day-to-day logistics.

- 1.4. **Call Center Support.** Verily will operate a call center to provide support to Participants experiencing issues with using the Platform or scheduling an appointment. Call center support is expected to be available for business hours on a best efforts basis. For clarity, the call center may be operated by Verily or its affiliates or third party contractors.
- 1.5. **Playbook.** Verily will provide State and County personnel with a copy of the site set-up playbook for the Program, which includes recommendations regarding deployment and operation of the Program (the “**Playbook**”).
- 1.6. **Initial Setup.** Verily will provide County personnel with: (i) the Playbook, (ii) training on the Platform, including the scheduling and booking system required for County personnel to input schedule and test availability at the site, and (iii) either a recommendation for requisition and label printing hardware or a Verily-provided requisition and label printing hardware, at Verily’s option. Each County will be responsible for establishing appropriate IT and internet infrastructure.
- 1.7. **On-site Setup Support for Other Sites.** For the Verily-County Sites, at the relevant County’s request, Verily has deployed personnel, which include an on-site operations liaison (the “**Ops Liaison**”) and a clinical liaison to provide guidance regarding handling of participant data and requisitions (the “**Requisitions Liaison**” and, together with the Ops Liaison, the “**Verily Personnel**”) to assist County staff with on-site set-up and initial deployment of the Program at the Verily-County Sites. If Verily has provided on-site set-up support for a County, the parties will work together to appropriately transition handling of participant data and requisitions from the Requisitions Liaison to a County representative promptly after the initial set-up activities are complete.
- 1.8. **Requisitions and Labels.** Verily will be responsible for contracting with a third party (the “**Requisition Provider**”) to approve requisitions for screening for eligible Participants and to provide each County with a method of obtaining the necessary labels for sample collection. If Verily determines that an alternative approach to requisitions and labeling has become feasible during the course of the Program, Verily will notify State and/or the applicable Counties and the parties will collaborate in good faith to adjust the workflow and third party contracting, as appropriate, to accommodate the new approach.
- 1.9. **Lab Testing.** Verily will be responsible for contracting with a laboratory to conduct all testing of samples collected through the Program (the “**Testing Lab**”). If Verily determines that an alternative approach to laboratory testing has become feasible during the course of the Program, Verily will notify State and/or the applicable Counties and the parties will collaborate in good faith to adjust the workflow and third party contracting, as appropriate, to accommodate the new approach.
- 1.10. **Return of Results.** Subject to receipt of the test results from the Testing Lab, Verily will require that the Requisition Provider communicates the results of each test to the applicable Participant. The parties acknowledge and agree that the method of return of results may change over time, subject to mutual agreement of the parties.
- 1.11. **Supplies.** State acknowledges and agrees that all supplies, including sample collection kits (“**Test Kits**”) and personal protective equipment (“**PPE**”), are to be directly sourced by each County (including any supplies available from FEMA, State or the Federal Government). Notwithstanding the foregoing, Verily will release Test Kits and/or PPE made available to Verily from the State and/or federal supply stockpiles to each Site to the extent those supplies are available. Furthermore, Verily will also use reasonable efforts to provide such supplies to each Site which it has directly procured from other sources during the initial two to four weeks of launch of a new Site. For clarity, State acknowledges and agrees that supplies for the Program are scarce and that Verily is not making a firm commitment regarding the number of Test Kits or PPE that may be provided or released by Verily to any

individual County for use by County at its Site, and Verily does not have an obligation to source or provide any supplies, including Test Kits and PPE that it has procured on its own.

2. **State and County Activities.** State and/or the applicable County will perform certain activities in collaboration with Verily in connection with its operation of the Program as follows (collectively, the “**State/County Activities**”):

- 2.1. **On-site Logistics and Supplies.** Except as set forth in Section 1.11 or as otherwise agreed by the parties, State or County will be responsible for all logistics and directly sourcing and purchasing supplies for the Program at the Site, including without limitation, engagement with the Site operator, personnel to staff the Program at the Site (including health care providers, security, etc), PPE supplies, and test kits.
- 2.2. **Scheduling and Capacity Information.** Each County will provide Verily with all necessary information regarding scheduling and capacity at its Site in order to facilitate Verily’s ability to perform the scheduling activities described in Section 1.2. Without limiting the foregoing, each County will provide Verily with a daily schedule (i.e., hours of operation for the Site), daily sample collection capacity estimates, and a daily report on the number of registered Participants who completed their appointments at the Site. This information will be communicated by County to Verily through the Platform (or other tools as mutually agreed to by the Parties).
- 2.3. **Requisitions and Labels.** Each County is responsible for printing and appropriate handling of requisitions and labels for sample collection, including ensuring that samples are labeled according to lab requirements and protocols and that Participant Data is appropriately protected and secured.
- 2.4. **Sample Collection.** Each County will be responsible for engaging health care providers (or other appropriately qualified personnel) to conduct sample collection at the Site (the “**HCPs**”), except as may be otherwise agreed to by the parties. Each party will ensure that HCPs engaged by such party for purposes of this Agreement abide by all applicable laws in the performance of their duties, and will ensure that completed Test Kits are provided to the Testing Lab (as defined below). If a County is not able to provide HCPs for the first two to four weeks of the Program at a Site, Verily will assist the County with the procurement of HCPs for the first two to four weeks of the launch of the applicable Site, with the intention that the County will take over this responsibility on an ongoing basis. Notwithstanding the foregoing, each County is responsible for ensuring that samples are collected, handled, stored, and transferred to the Testing Lab in accordance with lab protocols and requirements.
- 2.5. **Personal Protective Equipment.** If Verily is providing on-site support for a County, such County will provide personal protective equipment, as recommended by relevant public health authorities, to Verily Personnel while onsite at the Site; provided that, if mutually agreed between a County and Verily, Verily may provide its own PPE for the first two to four weeks after Program launch at the applicable Site.
- 2.6. **Miscellaneous Responsibilities.** For clarity, State and/or the applicable County is responsible for all activities in connection with the deployment and operation of the Program at the Site other than the Verily Activities expressly described in this Agreement. State and/or the applicable County’s responsibilities include, without limitation, security, traffic control, site relations, community relations, government relations, and biohazard control (including containment and removal). State and/or the applicable County will provide adequate security to safeguard all of the supplies and materials used in connection with the Program. State and/or the applicable County will be responsible for operating and maintaining the Site in accordance with federal, state and local laws and regulations.

**2.7. County Responsibilities.** The State will provide a copy of this Agreement to participating Counties so Counties are informed of and agree to their obligations as described. Without limiting the foregoing, each County must agree to be bound by the provisions set forth in Section 4.2 and must sign a copy of the data transfer terms and acknowledgment attached to this Agreement as Exhibit A--Attachment 1 in order to receive Participant Data from Verily.

**3. Research and Data Analytics.**

- 3.1. Participant Data.** The parties acknowledge and agree that Verily will have access to certain Participant information and data, which may include, without limitation, contact information, screener questionnaire responses, test results and other personally identifiable information (collectively, the “**Participant Data**”) as a result of the performance of the Verily Activities, and that the State, the Counties, and other governmental authorities have requested and may request from time to time that Verily provide such Participant Data to State, Counties, and/or such governmental authorities and conduct research and data analytics using such Participant Data, in each case, for purposes of carrying out the legitimate public health mission of such governmental authority, including infectious disease control and prevention (the “**Purpose**”).
- 3.2. State and County Data License.** Subject to the terms and conditions of this Agreement, Verily hereby grants to State and each County a non-exclusive, non-transferable, non-sublicenseable, royalty-free, fully paid-up license to use the Participant Data solely for the Purpose.
- 3.3. Data Delivery.** Verily will deliver Participant Data to State and, subject to Section 2.7, applicable Counties in a format and on a cadence as set forth in the Data Transfer Plan attached hereto as Exhibit F, or as may be mutually agreed by Verily and the applicable recipient of such Participant Data, and in all cases such data transfer will be conducted in a secure manner using encryption.
- 3.4. Verily’s Data Use.** Verily may use Participant Data for performing the Verily Activities and overall program administration, including generation of aggregate and de-identified data for such purposes; however, Verily will otherwise conduct research and analytics on the Participant Data only (a) at the request of State, through its authorized representative, a County, the federal government, or other relevant governmental authorities for the Purpose or (b) as otherwise authorized by Participants. Verily will handle collection, maintenance, and deletion of Participant Data in accordance with the terms and conditions of the authorization form and privacy policy applicable to the Program.

**4. Representations and Warranties.**

- 4.1.** Each party represents and warrants that it has full power and authority to enter into and fulfill its obligations under this Agreement and to agree to the terms set forth herein. State further represents and warrants that it or the applicable County has obtained and will maintain all necessary and appropriate permissions, authorizations, consents and other rights necessary to perform the State/County Activities, including to use the Participant Data for the Purpose and share Participant Data as contemplated by this Agreement.
- 4.2.** The parties acknowledge and agree that Participant Data (i) is collected and/or will be collected by Verily subject to the terms and conditions set forth in the authorization form and privacy policy applicable to the Program, copies of which have been made available to State, and (ii) includes sensitive personally identifiable information, including health information, and such Participant Data must be handled accordingly. To that end: State

represents, warrants, and covenants that it (a) has read and understood the authorization form and privacy policy applicable to the Program, (b) will use the Participant Data only for the Purpose, consistent with the authorization form and privacy policy applicable to the Program, and for no other purposes, (c) will have and maintain reasonable and appropriate technical, physical and administrative safeguards to protect the Participant Data, (d) will ensure that anyone acting on its behalf is subject to or otherwise provides equivalent or greater protections for the privacy and security of Participant Data as described in this Agreement, and (e) will not otherwise share or disclose Participant Data to any third party or any other governmental agency or authority, except as required by law, and in all cases limited to the Purpose.

5. **30-day Termination.** Either party may terminate this Agreement on thirty (30) days' notice to the other party. Section 2.7, 3.1, Section 3.2, Section 3.4, Section 4, this Section 5, Section 7, all Data Transfer Terms and Acknowledgements signed by the Counties (Exhibit A - Attachment 1), and Exhibit D Section 2 shall survive expiration or termination of this Agreement.
6. **Additional Terms.** Certain Federal and State Terms are attached as Exhibits as part of the Agreement. Notwithstanding the foregoing or anything contained in the Federal and State Terms, State acknowledges that, in light of the COVID-19 emergency and the urgency of the activities contemplated by this Agreement, Verily may not be able to pass through such terms to its subcontractors. State acknowledges and agrees that any failure by Verily to pass through such terms to subcontractors will not be deemed to be a breach of this Agreement and Verily will not be liable for any such failure.
7. **Miscellaneous.** All notices to Verily must be sent to [verily-counsel@verily.com](mailto:verily-counsel@verily.com). All notices to State must be sent to Jennifer Hogan ([Jennifer.Hogan@CalOES.ca.gov](mailto:Jennifer.Hogan@CalOES.ca.gov)). Neither party may assign or transfer its rights or obligations under this Agreement, without the prior written consent of the other party. Verily may perform its activities under this agreement itself or through affiliates or third parties, provided that Verily remains responsible for performance under this Agreement. This Agreement does not create any agency, partnership, or joint venture between the parties. This Agreement sets out all the terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter.
8. **Counterparts.** This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

**Exhibit A – Attachment 1**  
**Data Transfer Terms and Acknowledgment**

By signing below, [INSERT COUNTY] (the “**County**”) represents and warrants that it has read and understood the terms set forth in that certain agreement (the “**Agreement**”) between Verily Life Sciences LLC (“**Verily**”) and the State of California Office of Emergency Services (“**State**”), dated [INSERT DATE] and agrees to be bound by the obligations applicable to County set forth therein.

Without limiting the foregoing:

County acknowledges and agrees that Participant Data (as defined in the Agreement) (i) is collected and/or will be collected by Verily subject to the terms and conditions set forth in the authorization form and privacy policy applicable to the Program (as defined in the Agreement), copies of which are available to County upon request, and (ii) includes sensitive personally identifiable information, including health information, and such Participant Data must be handled accordingly. To that end, County represents, warrants, and covenants that it (a) has read and understood the authorization form and privacy policy applicable to the Program, (b) will use the Participant Data only for the Purpose (as defined in the Agreement), consistent with the authorization form and privacy policy applicable to the Program, and for no other purposes, (c) will have and maintain reasonable and appropriate technical, physical and administrative safeguards to protect the Participant Data, (d) will ensure that anyone acting on its behalf is subject to or otherwise provides equivalent or greater protections for the privacy and security of Participant Data as described in the Agreement, and (e) will not otherwise share or disclose Participant Data to any third party or any other governmental agency or authority, except as required by law, and in all cases limited to the Purpose.

County further acknowledges and agrees that Verily is relying on these representations, warranties, and covenants and that they are a pre-condition to County’s receipt of Participant Data from Verily in connection with the Program.

Acknowledged and Agreed:

[COUNTY]

By:

Name:

Title:

Date:

## **EXHIBIT B – 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 Cost Sheet below.
- B. Invoices must include:
  - Contract Number
  - Invoice Number
  - Date of Invoice
  - Billing and/or performance period covered by invoice (Dates of Service)
  - Location of Service
  - Type of Services or Expense (as identified in Cost Sheet)
  - Invoice total
  - Remittal Address
  - Contact phone number for invoice questions
- C. Contractor shall submit invoices to:
  - CalOES
  - 3650 Schriever Avenue
  - Mather, CA 95655
  - Attn: Jennifer Hogan
- D. Should an invoice be disputed, Contractor will correct 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.

### **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, the California Prompt Payment Act, Government Code Chapter 4.5, commencing with section 927.

**EXHIBIT B - ATTACHMENT 1**

**COST SHEET**

**INSERT CONTRACTOR'S COST  
SHEET**

Verily - COVID-19 Response Effort  
3rd party spend incurred as of April 17, 2020

Classification	Supplier	Services Provided	Reimbursement Rate Info	Actual Invoiced	Not yet invoiced	Prepaid invoice / inventory	Total for Reimbursement	Estimated Allocation by Site						
								(to Apr 17th)	San Mateo	Santa Clara	Sacramento	Riverside	Stockton	Sherman Oaks
Lab costs	PWN HEALTH LLC	Lab processing and test provisioning	Quest Diagnostics for lab processing (\$75/test); PWN (\$35k setup fee, \$10 for first 5k; \$13/test for >5k)	\$1,351,255		-\$447,762	\$903,493	\$171,687	\$223,130	\$286,984	\$159,456	\$52,432	\$8,454	\$1,349
Healthcare Professionals	Advanced Clinical	Healthcare Professional Staffing	See Rates Sheet	\$0	\$91,475		\$91,475	\$91,475						
	HAWTHORNE EFFECT INC	Healthcare Professional Staffing	See Rates Sheet	\$291,447	\$126,933		\$418,380	\$418,380						
	Elligo Health Research, Inc.	Healthcare Professional Staffing	See Rates Sheet	\$498,034	\$164,296		\$662,330							
	Quest Diagnostics	Healthcare Professional Staffing	See Rates Sheet	\$0	\$64,000		\$64,000							
	<b>Outsourced Healthcare Professionals Costs</b>			\$789,481	\$446,704	\$0	\$1,236,185	\$509,855	\$593,780	\$132,550				
Site costs (incl Internet and Security)	San Mateo County Event Center	Rent and other site services	See Ongoing Site Cost Components rates	\$860,192		-\$67,188	\$793,004	\$793,004						
	Brown Pelican Group LLC	Internet service	Invoice attached	\$14,250			\$14,250	\$14,250						
	TOPS SECURITY	Security at Santa Clara site	Pricing attached	\$15,540	\$53,760		\$69,300							
	<b>Site costs Total</b>			\$869,982	\$53,760	-\$67,188	\$876,554	\$807,254	\$69,300					
Supplies	BECTON DICKINSON AND COMPANY	Swabs Vendor	Cost per test of ~\$10.00 based on following:	\$1,851										
	BRADY WORLDWIDE INC	Requisition Printers and Supplies	- Swabs: 1.1 swabs / test @ \$2.50 / swab	\$38,271										
	FISHER SCIENTIFIC CO LLC	PPE Vendor (Incl. Nitrile Gloves, Booties, Masks)	- Gloves: 4 gloves / test @ \$0.05 / glove	\$34,474										
	CINTAS CORPORATION NO 2	PPE Vendor (Incl. Tyvek suits, Nitrile Gloves)	- Labels: 4 labels / test @ \$0.07 / label	\$25,021										
	VWR INTERNATIONAL LLC	PPE Vendor (Incl. Hand Sanitizer)	- Printer Ribbon: 1.25 thousand tests @ \$58 per printer ribbon	\$5,882										
	BARCODES INC	Bar coding / Labeling for the sites	Usage dependent on # of HCPs / Other staff on site:	\$2,594										
	MCMASTER CARR SUPPLY COMPANY	PPE Vendor (Incl. Tyvek Suits, Booties)	- Surgical Masks: \$0.20/unit	\$1,278										
	TRUMP CARD HOLDINGS LLC	Transportation vendor	- N95 Masks: \$1.00/unit	\$1,250										
	AMAZON - Credit Card	PPEs Purchases (Incl. Nitrile Gloves etc.)	- Safety Goggles: \$8.50/unit	\$1,250										
	MCMASTER - Credit Card	PPE Vendor (Incl. Face Shields)	- Tyvek Suits: \$8/unit	\$6,557										
	THORLABS - Credit Card	PPE Vendor	- Gowns: \$14.50/unit	\$8,120										
	HOME DEPOT - Credit Card	PPE Purchases (Incl. Painter Suits)	- Face Shields: \$1/unit	\$2,376										
			- Booties: \$0.80/unit	\$4,351										
	<b>Supplies Total</b>			\$132,024	\$50,000	-\$116,644	\$65,380	\$17,693	\$19,161	\$11,782	\$5,260	\$5,367	\$6,117	
Verily Baseline Platform Fee	\$30/test	Launch + operations start-up + other leadership consulting; Screening + scheduling per test		\$0	\$301,380		\$301,380	\$57,270	\$74,430	\$95,730	\$53,190	\$17,490	\$2,820	\$450
<b>Total Expenses</b>				<b>\$3,162,742</b>	<b>\$851,844</b>	<b>-\$631,594</b>	<b>\$3,382,992</b>	<b>\$1,563,759</b>	<b>\$979,801</b>	<b>\$527,046</b>	<b>\$217,906</b>	<b>\$75,289</b>	<b>\$17,391</b>	<b>\$1,799</b>
# of Tests through 4/17						10,046		1909	2481	3191	1773	583	94	15

Providers	Dates in Effect	Qty	Healthcare Professionals Rates						Misc. Fees	
			Staffing Costs							
			Registered Nurse	MedTech	On-Site Clinical Lead	On-Site Project Manager	Other			
Elligo	3/14/20 to 3/22/20	Qty	1	1	N/A	N/A	N/A		Meals: \$100 / day for meals; Rental Car, Lodging, air travel, if needed	
		\$/Hr	\$355	\$280	NA	NA	NA	\$1,500 / site / mo		
Elligo	3/23/20 to present	Qty	1	1	1	1	1	Remote Clinical Staff (up to 4 hrs / day): \$100	Meals: \$100 / day for meals; Rental Car, Lodging, air travel, if needed	
		\$/Hr	\$185	\$150	\$185	\$100		NA		
Quest	3/14/20 to present	Qty	1	1	1	N/A	N/A	\$30k set-up fee	\$200 / day / person maximum	\$200 / day / person maximum
		\$/Hr	\$160	\$160	NA	NA	NA			
Advanced Clinical	3/14/20 to present	Qty	1	1	1	N/A	N/A	N/A	Meals: \$100 / day for meals; Rental Car, Lodging, air travel, if needed	
		\$/Hr	\$132	\$48	\$185	N/A	N/A			
Hawthorne	3/14/20 to 4/7/20	Qty	1	1	N/A	N/A	N/A	\$2,500 set-up fee per site	N/A	N/A
		\$/Hr	\$183.33	\$183.33	N/A	N/A	N/A			
Hawthorne	4/7/20 to present	Qty	1	1	N/A	N/A	N/A	\$250 / week	N/A	N/A
		\$/Hr	\$126	\$49	N/A	N/A	N/A			

## **EXHIBIT C – CALIFORNIA GENERAL TERMS AND CONDITIONS** **(GTC 04/2017 – As Modified)**

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.
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 either party, either in whole or in part, without the consent of the other party in the form of a formal written amendment. For clarity, Verily shall have the right to subcontract its activities under the Agreement, provided that Verily shall remain responsible for the performance of any such subcontractors.
4. **AUDIT:** Verily 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 evidencing Verily's compliance with or breach of the terms of this Agreement. Verily 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. Verily 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, to the extent possible and reasonable in light of the COVID-19 emergency, Verily 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:** See Exhibit D #2.]
6. **DISPUTES:** The parties shall continue with their responsibilities under this Agreement during any dispute.
7. **[TERMINATION FOR CAUSE:** See Exhibit E #2.]
8. **INDEPENDENT CONTRACTOR:** Verily, and the agents and employees of Verily, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **[RESERVED.]**
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Verily and, to the extent possible and reasonable for Verily to pass along its obligations to subcontractors in light of the COVID-19 emergency, 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. Verily shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Verily and to the extent possible and reasonable for Verily to pass along its obligations to subcontractors in light of the COVID-19 emergency, its 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. Verily 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. Verily and, to the extent possible and reasonable for Verily to pass along its obligations to subcontractors in light of the COVID-19 emergency, 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.)

To the extent possible and reasonable in light of the COVID-19 emergency, Verily shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are included below (as modified).

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

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

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. [RESERVED.]

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, Verily 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.

17. 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.

18. 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.

19. [RESERVED.]

20. 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).)

# Contractor Certification Clauses

[CCC 04/2017 – As Modified]

## CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
verily Life Sciences LLC	47-4724521

By (Authorized Signature)

DocuSigned by:  
  
94C31CCAA50D493...

Printed Name and Title of Person Signing

Andrew Conrad      Chief Executive Officer

Date Executed	Executed in the County of
4/20/2020	San Mateo

## CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;

- 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**4. [RESERVED.]**

**5. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**7. DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

**8. GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.) [See also Exhibit D #3.]

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## **EXHIBIT D – SPECIAL PROVISIONS**

1. **Insurance.** Verily shall comply with all requirements outlined in the (A) General Provisions Applying to All Policies section and (B) Contract Insurance Requirements outlined in this section. No payments will be made under this contract until Verily fully complies with all requirements.

### **A. General Provisions Applying to All Policies**

- 1..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 thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms of the contract.
- 1..2. **Policy Cancellation or Termination & Notice of Non-Renewal** – Verily is responsible to notify the State within thirty (30) business days of any cancellation, non-renewal or material change that affects required insurance coverage in accordance with policy provisions. New certificates of insurance are subject to the approval of the Department of General Services and the Verily agrees no work or services will be performed prior to obtaining such approval. In the event Verily 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.
- 1..3. **Premiums, Assessments and Deductibles** – Verily is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 1..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.
- 1..5. **Insurance Carrier Required Rating** – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VII. Verily will provide a Certificate of Insurance for its E&O coverage.
- 1..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.

- 1..7. Inadequate Insurance – Inadequate or lack of insurance does not negate Verily's obligations under the contract.
- 1..8. Available Coverages/Limits – All coverage and limits available to Verily shall also be available and applicable to the State.
- 1..9. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as Verily's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as Verily's agent in satisfying any SIR is at the State's discretion.
- 1..10. Use of Subcontractors - In the case of Verily's utilization of subcontractors to complete the contracted scope of work, Verily shall ensure that subcontractors carry appropriate levels of insurance.

**B. Contract Insurance Requirements.** Verily shall display evidence of the following on a certificate of insurance evidencing the following coverages:

- 1..11. Commercial General Liability – Verily shall maintain general liability on an occurrence form with limits not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined with a \$5,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Verily'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.

- 1..12. Automobile Liability – Verily shall maintain business automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

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.

- 1..13. Workers Compensation and Employers Liability – Verily shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of \$1,000,000 are required. By signing this contract, Verily acknowledges compliance with these regulations. [A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.]
- 1..14. Professional Liability Errors and Omissions Insurance - Verily shall maintain Professional Liability Errors and Omissions insurance appropriate to Verily's profession and work hereunder, with limits not less than \$6,000,000 per claim and in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Verily in this agreement and shall include, but not be limited to, Cyber liability and claims involving privacy liability and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If Policy is written on a claims-made basis provide the following:  
The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- C. **State Coverage.** In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

## **2. Indemnification; Limitation of Liability; Disclaimer of Warranties; Emergency Services**

2.1 Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

2.2 NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR: THE OTHER PARTY'S LOST

REVENUES; INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE); OR EXEMPLARY OR PUNITIVE DAMAGES

2.3 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, VERILY DOES NOT MAKE ANY REPRESENTATION OR EXTEND ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY.

2.4 The parties acknowledge and agree that Verily is a private business providing emergency services at the request of the State. To the extent applicable, Verily may be subject to certain immunities under the California Emergency Services Act.

2.5 The Declaration pursuant to section 319F-3 of the Public Health Service Act (42 U.S.C. 247d-6d) to provide liability immunity for activities related to medical countermeasures against COVID-19 may apply to activities conducted pursuant to this Agreement.

3. ADA compliance. Contractor warrants that it is in compliance with the Americans with Disabilities Act (ADA) and all regulations issued thereunder and that it will comply in all respects with the provisions of the Act and regulations thereunder. Contractor shall advise the State of any exemptions, exceptions to or waivers from this statutory requirement; Contractor shall notify the State of ADA-related accessibility and other accommodating ADA-related arrangements. The State shall notify Contractor in advance of any special accommodations needed, when such needs are known by the State. Contractor agrees to hold harmless the State, volunteers and employees from any and all claims arising from ADA violations within the scope and responsibility of the Contractor and its activities.
4. Fair wages. Contractor warrants that all employees performing work under this agreement are paid no less than the minimum Trainee Wage set by the Employment Training Panel for the county in which the work is performed, or the applicable federal, state, or local minimum wage, whichever is greater. Healthcare benefits valued at up to \$2.50 per hour can be used to meet this wage requirement.
5. Fringe benefits. Contractor shall make fringe benefit contributions on behalf of each employee performing work under this agreement that are no less than the fringe benefit contributions required by the most recent Service Contract Act area-wide wage determination issued by the United States Secretary of Labor for the locality in which the work is performed.
6. No misclassification. Contractor warrants that individuals performing work under the contract will not be misclassified as independent contractors.

7. Paid sick leave. Contractor warrants that it will comply with all applicable federal, state, and local laws pertaining to paid sick leave, including any anti-retaliation provisions contained in such laws.
8. Workplace safety and health. Contractor warrants that it will comply with all applicable safety and health requirements, including the Aerosol Transmissible Diseases Standard, 8 CCR § 5199, and applicable Cal/OSHA guidance. Contractor further warrants that it will comply with Labor Code sections 6310 and 6311 pertaining to protection of employees who file complaints or refuse to work in the face of hazardous conditions.
9. Labor peace. To protect the State's proprietary and economic interests, as well as the public interest, in providing lodging for COVID-19 response efforts without interruption due to the economic effects of a labor dispute, Contractor shall enter into a labor peace agreement with any organization of any kind in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and which requests a labor peace agreement. The labor peace agreement shall include a binding and enforceable provision(s) prohibiting the organization and its members from engaging in the picketing, work stoppages, boycotts, or any other economic interference for the duration of the labor peace agreement, which must include the entire term of this agreement. Nothing in this paragraph shall be construed as requiring Contractor to change terms and conditions of employment for its employees, recognize a labor organization as the bargaining representative for its employees, adopt any particular recognition process, or enter into a collective bargaining agreement with a labor organization.
10. Priority for unemployed workers. When hiring any new employees to perform work under the contract, Contractor shall give any preference to any applicant who is currently unemployed, who is otherwise qualified.

## **EXHIBIT E – FEMA PROVISIONS**

### **1. REMEDIES**

The rights and remedies set forth in this agreement are in addition to, and not in limitation of, any and all other rights and remedies the State may have at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

### **2. TERMINATION**

In addition to the 30-day notice provision stated elsewhere in the agreement, the State may terminate this agreement immediately for cause upon Notice to the Contractor if the Contractor fails 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.

### **3. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. To the extent possible and reasonable in light of the COVID-19 emergency, the contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. To the extent possible and reasonable in light of the COVID-19 emergency, the contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

To the extent possible and reasonable in light of the COVID-19 emergency, the applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that, to the extent possible and reasonable in light of the COVID-19 emergency, it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that Verily may not be able to pass these provisions down to subcontractors, but will do so to the extent possible and reasonable in light of the COVID-19 emergency.

A. **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 hours in such workweek.

B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(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 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 (b)(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 (b)(1) of this section.

C. **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 (b)(2) of this section.

D. **Subcontracts.** To the extent possible and reasonable in light of the COVID-19 emergency, the contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (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 who has agreed to include the requirements in their subcontract with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### 5. CLEAN AIR ACT

A. 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.

B. The contractor agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

C. To the extent possible and reasonable in light of the COVID-19 emergency, 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.

## **6. THE FEDERAL WATER POLLUTION CONTROL ACT**

A. 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.

B. The contractor agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board 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.

C. To the extent possible and reasonable in light of the COVID-19 emergency, 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.

## **7. DEBARMENT AND SUSPENSION CLAUSE**

A. This contract 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).

B. 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.

C. 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.

D. 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.

## **8. BYRD ANTI-LOBBYING CLAUSE**

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

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

The undersigned [Contractor] certifies, to the best of his or her 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.

A. 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.

B. To the extent possible and reasonable in light of the COVID-19 emergency, 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.

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.

DocuSigned by:



Signature of Contractor's Authorized Official

Andrew Conrad                      Chief Executive Officer

Name and Title of Contractor's Authorized Official

4/20/2020

Date: \_\_\_\_\_

## 9. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this contract 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.

B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## 10. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the State, the FEMA Administrator, the Controller 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 contract for the purposes of making audits, examinations, excerpts, and transcriptions to confirm performance under the Agreement.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
4. 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.

#### **11. DHS SEAL, LOGO, AND 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.

#### **12. 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 only. The contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **13. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract 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.

#### **14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action pertaining to this contract.



## COVID-19 Baseline Data



### Data Transfer Plan

SPONSOR NAME	Verily Life Sciences, LLC
Project	COVID-19 Baseline Screening + Lab Results
TYPE OF DATA	Screener Data and Lab Results
DATE APPROVED	27-MAR-2020
VERSION	1.0



## COVID-19 Baseline Data

### 1. CONTACT INFORMATION

<b>Verily Clinical Data Manager</b>	Kelley Abad
Address	269 E. Grand Ave., South San Francisco, CA 94080
Email	Kelleyabad@verily.com

<b>Verily Study Statistician</b>	David Miller
Address	269 E. Grand Ave., South San Francisco, CA 94080
Email	Davepmiller@verily.com

### 2. TRANSFER SPECIFICATIONS

Specification	Description
<b>Data Sources</b>	Screener Data and Lab Data
<b>Method of Transfer</b>	Secure transfer to Google Cloud Storage
<b>Media/File Format</b>	CSV file
<b>Transfer Type</b>	Cumulative
<b>Frequency</b>	Daily

### 3. DATA FORMAT

VARIABLE	DESCRIPTION	DATA TYPE	CODELIST
participant_id	Participant ID	Numeric	
result_updated_time	Result time updated	Numeric	
zip_code	PWN Zipcode	Numeric	
pwn_id	PWN Identifier	Numeric	
pan_sars_result	PAN SARS Result	Character	NEGATIVE POSITIVE
cov2_result	SARS CoV-2 Result	Character	NEGATIVE POSITIVE
source_result	Source Result	Character	NOT GIVEN FLUID NASOPHARYNGEAL SWAB
customer_first_name	First Name	Character	
customer_last_name	Last Name	Character	



## COVID-19 Baseline Data

customer_birth_date	Birth Date	Numeric	
customer_phone	Phone Number	Numeric	
customer_email	Email	Character	
customer_address_line	Address	Character	
customer_address_line2	Address Line 2	Character	
customer_address_city	City	Character	
customer_address_state	State	Character	
sample_collection_time	Sample Collection Time	Numeric	
overall_order_lab_code	Lab Order	Character	
overall_result_lab_code	Lab Result	Character	
overall_result	Overall Result	Character	DETECTED NOT DETECTED
CVCONT	In the past 14 days, have you had contact (of more than 15 minutes, at less than 6 feet distance) with someone who has a confirmed case of Coronavirus (COVID-19)?	Character	Yes No
CVTRAV_China	Within the past 14 days, have you traveled to China?	Character	Yes No
CVTRAV_Iran	Within the past 14 days, have you traveled to Iran?	Character	Yes No
CVTRAV_South_Korea	Within the past 14 days, have you traveled to South Korea?	Character	Yes No
CVTRAV_Europe	Within the past 14 days, have you traveled to Europe?	Character	Yes No
CVTRAV_None_of_these	Traveled to None of the countries	Character	Yes No
CVDOB	Are you 60 years old or older?	Character	Yes No
CVWORK	Do any of the following describe your work setting? (Select all that apply)	Character	Yes No Null (v2)
CVEMPL_MEDICAL	Healthcare Facility	Character	Yes No Null (v1)
CVEMPL_PRISON	Prison	Character	Yes No Null (v1)
CVEMPL_FIRST_RESPONDER	First Responder	Character	Yes No Null (v1)
CVEMPL_NONE_OF_THEBOVE	None of the above	Character	Yes No
CVSX_Fever	Fever	Character	Yes No
CVSX_Coughing	Coughing	Character	Yes No

## COVID-19 Baseline Data

CVSX_Shortness_of_breath	Shortness of breath	Character	Yes No
CVSX_None_of_these	None of these	Character	Yes No
CVMANG	In general, do you currently have any health conditions that you manage (such as diabetes, asthma, or high blood pressure)?	Character	Yes No
CVCOND_chronic_lung_disease	Chronic lung disease	Character	Yes No
CVCOND congestive_heart_failure	Congestive heart failure	Character	Yes No
CVCOND_hemodialysis	Hemodialysis	Character	Yes No
CVCOND_i_currently_under_chemotherapy_or_radiation_for_cancer	Currently under chemotherapy or radiation for cancer	Character	Yes No
CVCOND immune_system_suppression	Immune system suppression	Character	Yes No
CVCOND obesity_with_a_body_weight_greater_40	Obesity	Character	Yes No
CVCOND_other_cardiovascular_disease	Other cardiovascular disease	Character	Yes No
CVCOND_type_1_diabetes	Type 1 diabetes	Character	Yes No
CVCOND_type_2_diabetes	Type 2 diabetes	Character	Yes No
CVCOND_chronic_renal_disease	Chronic renal disease	Character	Yes No
CVCOND_chronic_hepatic_disease	Chronic hepatic disease	Character	Yes No
CVCOND_other	Other	Character	Yes No
CVCOND_none_of_these	None of these	Character	Yes No
CVREG	Are you currently pregnant?	Character	Yes No
age	Age	Numeric	
home_state	Home state	Character	
site	Testing Site Name	Character	
csp_tag	Screening eligibility at time of screening	Character	
phs_score_v1	Score v1	Numeric	
phs_score_v2	Score v2	Numeric	
sx_count	Symptom Count	Numeric	
occupation	Occupation	Character	
california_timestamp	Timestamp (PST)	Numeric	



## COVID-19 Baseline Data

screener_version	Screener version	Character	v1 v2
current_eligible	Currently eligible	Character	
county	County Name based on zip code	Character	

### 4. DATA TRANSFER METHOD

- 4.1. Data will be transferred in CSV format and uploaded to Google Cloud Storage.
  - 4.1.1. Technical instructions will be provided from Verily to County to grant access to the Verily-provided Google Cloud Storage (CGS) bucket.
  - 4.1.2. Verily will provide direct URL to GCS bucket location.

### 5. DATA TRANSFER FREQUENCY

- 5.1. Data will be transferred as specified in Section 4 on a **daily** basis.



## COVID-19 Baseline Data

REVISION HISTORY			
VERSION	DATE	REVISION DETAILS	COMPLETED BY
1.0	27-MAR-2020		kelleyabad@

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

6141-2019

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Governor's Office of Emergency Services

CONTRACTOR NAME

Verily Life Sciences LLC

2. The term of this Agreement is:

START DATE

April 18, 2020

THROUGH END DATE

June 17, 2020

3. The maximum amount of this Agreement is:

\$13,150,000 (not-to-exceed)

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	6
Exhibit B	Payment Provisions	3
Exhibit C	California General Terms and Conditions (GTC 04/2017 as modified)	7
Exhibit D	Special Provisions	5
Exhibit E	FEMA Provisions	6
Exhibit G	Data Transfer Plan	6

*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 [www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx](http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx)*

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.)

Verily Life Sciences LLC

CONTRACTOR BUSINESS ADDRESS 269 East Grand Avenue	CITY South San Francisco	STATE CA	ZIP 94080
PRINTED NAME OF PERSON SIGNING Andrew Conrad	TITLE Chief Executive Officer		
CONTRACTOR AUTHORIZED SIGNATURE <b>Andrew Conrad</b>	DIGITALLY SIGNED BY ANDREW CONRAD Date: 2020.04.21 11:55:09 -07'00'	DATE SIGNED April 21, 2020	

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

6141-2019

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

## CONTRACTING AGENCY NAME

Governor's Office of Emergency Services

CONTRACTING AGENCY ADDRESS  
3650 Schriever AvenueCITY  
MatherSTATE  
CA  
ZIP  
95655PRINTED NAME OF PERSON SIGNING  
**Heather Carlson**TITLE  
**Assistant Director**

## CONTRACTING AGENCY AUTHORIZED SIGNATURE

*Heather Carlson*

## DATE SIGNED

4/21/2020

## CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)  
Exempt per Governor's March 4, 2020  
Emergency Proclamation (COVID-19)

## **EXHIBIT A – SCOPE OF WORK**

### **Overview**

Verily has developed a model for a COVID-19 screening and drive-thru sample collection and testing program for eligible individuals (the “**Program**”) and is collaborating with State, Counties, and other government authorities to deploy the Program due to the Governor’s State of Emergency Proclamation dated March 4, 2020 and Executive Order N-25-20, in response to COVID-19, and deployment and operation of the Program is directly related to that emergency and intended for the preservation of public health and safety.

The State would like to collaborate with Verily to deploy and operate the Program to serve at-risk residents of the State of California (the “**Participants**”) in various counties throughout California (each such County where the Program is deployed, a “**County**”, and collectively the “**Counties**”) at various sites in each County (each, a “**Site**”).

Prior to this Agreement, Verily deployed the Program at Santa Clara County and San Mateo County (the “Verily-Operated Sites”) and at other pilot sites in Riverside County, Sacramento County, San Joaquin County, Los Angeles County, and the City and County of San Francisco (collectively, together with the Verily-Operated Sites, the “Pilot Sites”). Payment for services and costs for the Pilot Sites through April 17, 2020, are exclusively covered in a separate contract between Verily and the State. This Agreement covers services going forward from April 18, 2020, at the Pilot Sites and any additional sites selected by the State and deployed in coordination with Verily and the Counties.

### **Services**

The State will decide and inform Verily of Sites where Verily should deploy services, and which elements of services are requested. The State will pay Verily in accordance with the all-inclusive agreed-upon Rates in Exhibit B.

1. **Verily Activities.** At State’s direction with respect to each County, and subject to each such County’s willingness to collaborate and to abide by the terms of this Agreement, Verily will perform certain activities in collaboration with State and each County in support of State and Counties’ operation of the Program as follows (collectively, the “**Verily Activities**”):
  - 1.1. **Screening Platform.** Verily will use the screening platform established through Verily’s Project Baseline website (the “**Platform**”) to screen Participants for eligibility for the Program. The parties acknowledge and agree that the eligibility criteria are based on national and state recommendations, and may evolve over time. State acknowledges and agrees that Verily has the right to alter the eligibility criteria based on directives received from State, through its authorized representative(s) nominated by the Governor’s office, or national government at any time.
  - 1.2. **Scheduling.** Subject to each County’s performance of its obligations as set forth in Section 2.2, Verily will use best efforts to schedule eligible Participants for sample collection at the Site during the hours of operation mutually established between Verily and the relevant County, or as otherwise agreed by the parties.

- 1.3. **Verily-Operated Sites On-Site Activities.** For the Verily-Operated Sites, except as otherwise agreed by the parties, Verily is responsible for all end-to-end operations in connection with the Program, including event space, supplies, staffing (including contracted HCPs), security, and day-to-day logistics.
- 1.4. **Call Center Support.** Verily will operate a call center to provide support to Participants experiencing issues with using the Platform or scheduling an appointment. Call center support is expected to be available for business hours on a best efforts basis. For clarity, the call center may be operated by Verily or its affiliates or third party contractors.
- 1.5. **Playbook.** Verily will provide State and County personnel with a copy of the site set-up playbook for the Program, which includes recommendations regarding deployment and operation of the Program (the “**Playbook**”).
- 1.6. **Initial Setup.** Verily will provide County personnel with: (i) the Playbook, (ii) training on the Platform, including the scheduling and booking system required for County personnel to input schedule and test availability at the site, and (iii) a recommendation for requisition and label printing hardware. Each County will be responsible for establishing appropriate IT and internet infrastructure.
- 1.7. **Requisitions and Labels.** Verily will be responsible for contracting with a third party (the “**Requisition Provider**”) to approve requisitions for screening for eligible Participants and to provide each County with a method of obtaining the necessary labels for sample collection. If Verily determines that an alternative approach to requisitions and labeling has become feasible during the course of the Program, Verily will notify State and/or the applicable Counties and the parties will collaborate in good faith to adjust the workflow and third party contracting, as appropriate, to accommodate the new approach.
- 1.8. **Lab Testing.** Verily will be responsible for contracting with a laboratory to conduct all testing of samples collected through the Program (the “**Testing Lab**”). If Verily determines that an alternative approach to laboratory testing has become feasible during the course of the Program, Verily will notify State and/or the applicable Counties and the parties will collaborate in good faith to adjust the workflow and third party contracting, as appropriate, to accommodate the new approach.
- 1.9. **Return of Results.** Subject to receipt of the test results from the Testing Lab, Verily will require that the Requisition Provider communicates the results of each test to the applicable Participant. The parties acknowledge and agree that the method of return of results may change over time, subject to mutual agreement of the parties.
- 1.10. **Supplies.** State acknowledges and agrees that all supplies, including sample collection kits (“**Test Kits**”) and personal protective equipment (“**PPE**”), are to be directly sourced by each County (including any supplies available from FEMA, State or the Federal Government). Notwithstanding the foregoing, Verily will release Test Kits and/or PPE made available to Verily from the State and/or federal supply stockpiles to each Site to the extent those supplies are available. Furthermore, Verily will also use reasonable efforts to provide such supplies to each Site which it has directly procured from other sources during the initial two to four weeks of launch of a new Site. For clarity, State acknowledges and agrees that supplies for the Program are scarce and that Verily is not making a firm commitment regarding the number of Test Kits or PPE that may be provided or released by Verily to any individual County for use by County at its Site, and Verily does not have an obligation to source or provide any supplies, including Test Kits and PPE that it has procured on its own.
- 1.11. As Needed Medical Personnel (Health Care Providers) (HCPs). When agreed in advance by the State, Verily may provide subcontracted HCPs. Verily shall ensure all such personnel

have all requisite qualifications and licensures to perform such work. HCPs shall be billed at the not-to-exceed Rates identified in Exhibit B.

2. **State and County Activities.** State and/or the applicable County will perform certain activities in collaboration with Verily in connection with its operation of the Program as follows (collectively, the “State/County Activities”):
  - 2.1. **On-site Logistics and Supplies.** Except as otherwise agreed by the parties, State or County will be responsible for all logistics and directly sourcing and purchasing supplies for the Program at the Site, including without limitation, engagement with the Site operator, personnel to staff the Program at the Site (including health care providers, security, etc), PPE supplies, and test kits.
  - 2.2. **Scheduling and Capacity Information.** Each County will provide Verily with all necessary information regarding scheduling and capacity at its Site in order to facilitate Verily’s ability to perform the scheduling activities described in Section 1.2. Without limiting the foregoing, each County will provide Verily with a daily schedule (i.e., hours of operation for the Site), daily sample collection capacity estimates, and a daily report on the number of registered Participants who completed their appointments at the Site. This information will be communicated by County to Verily through the Platform (or other tools as mutually agreed to by the Parties).
  - 2.3. **Requisitions and Labels.** Each County is responsible for printing and appropriate handling of requisitions and labels for sample collection, including ensuring that samples are labeled according to lab requirements and protocols and that Participant Data is appropriately protected and secured.
  - 2.4. **Sample Collection.** Each County will be responsible for engaging health care providers (or other appropriately qualified personnel) to conduct sample collection at the Site (the “HCPs”), except as may be otherwise agreed to by the parties. Each party will ensure that HCPs engaged by such party for purposes of this Agreement abide by all applicable laws in the performance of their duties, and will ensure that completed Test Kits are provided to the Testing Lab (as defined below). Each County is responsible for ensuring that samples are collected, handled, stored, and transferred to the Testing Lab in accordance with lab protocols and requirements.
  - 2.5. **Personal Protective Equipment.** If Verily is providing on-site support for a County, such County will provide personal protective equipment, as recommended by relevant public health authorities, to Verily Personnel while onsite at the Site; provided that, if mutually agreed between a County and Verily, Verily may provide its own PPE for the first two to four weeks after Program launch at the applicable Site, with no increase to the Exhibit B rates.
  - 2.6. **Miscellaneous Responsibilities.** For clarity, State and/or the applicable County is responsible for all activities in connection with the deployment and operation of the Program at the Site other than the Verily Activities expressly described in this Agreement. State and/or the applicable County’s responsibilities include, without limitation, security, traffic control, site relations, community relations, government relations, and biohazard control (including containment and removal). State and/or the applicable County will provide adequate security to safeguard all of the supplies and materials used in connection with the Program. State and/or the applicable County will be responsible for operating and maintaining the Site in accordance with federal, state and local laws and regulations.
  - 2.7. **County Responsibilities.** The State will provide a copy of this Agreement to participating Counties so Counties are informed of and agree to their obligations as described. Without limiting the foregoing, each County must agree to be bound by the provisions set forth in

Section 4.2 and must sign a copy of the data transfer terms and acknowledgment attached to this Agreement as Exhibit A in order to receive Participant Data from Verily.

### 3. Research and Data Analytics.

- 3.1. **Participant Data.** The parties acknowledge and agree that Verily will have access to certain Participant information and data, which may include, without limitation, contact information, screener questionnaire responses, test results and other personally identifiable information (collectively, the “**Participant Data**”) as a result of the performance of the Verily Activities, and that the State, the Counties, and other governmental authorities have requested and may request from time to time that Verily provide such Participant Data to State, Counties, and/or such governmental authorities and conduct research and data analytics using such Participant Data, in each case, for purposes of carrying out the legitimate public health mission of such governmental authority, including infectious disease control and prevention (the “**Purpose**”).
- 3.2. **State and County Data License.** Subject to the terms and conditions of this Agreement, Verily hereby grants to State and each County a non-exclusive, non-transferable, non-sublicenseable, royalty-free, fully paid-up license to use the Participant Data solely for the Purpose.
- 3.3. **Data Delivery.** Verily will deliver Participant Data to State and, subject to Section 2.7, applicable Counties in a format and on a cadence as set forth in the Data Transfer Plan attached hereto as Exhibit F, or as may be mutually agreed by Verily and the applicable recipient of such Participant Data, and in all cases such data transfer will be conducted in a secure manner using encryption.
- 3.4. **Verily’s Data Use.** Verily may use Participant Data for performing the Verily Activities and overall program administration, including generation of aggregate and de-identified data for such purposes; however, Verily will otherwise conduct research and analytics on the Participant Data only (a) at the request of State, through its authorized representative, a County, the federal government, or other relevant governmental authorities for the Purpose or (b) as otherwise authorized by Participants. Verily will handle collection, maintenance, and deletion of Participant Data in accordance with the terms and conditions of the authorization form and privacy policy applicable to the Program.

### 4. Representations and Warranties.

- 4.1. Each party represents and warrants that it has full power and authority to enter into and fulfill its obligations under this Agreement and to agree to the terms set forth herein. State further represents and warrants that it or the applicable County has obtained and will maintain all necessary and appropriate permissions, authorizations, consents and other rights necessary to perform the State/County Activities, including to use the Participant Data for the Purpose and share Participant Data as contemplated by this Agreement.
- 4.2. The parties acknowledge and agree that Participant Data (i) is collected and/or will be collected by Verily subject to the terms and conditions set forth in the authorization form and privacy policy applicable to the Program, copies of which have been made available to State, and (ii) includes sensitive personally identifiable information, including health information, and such Participant Data must be handled accordingly. To that end, State represents, warrants, and covenants that it (a) has read and understood the authorization form and privacy policy applicable to the Program, (b) will use the Participant Data only for the Purpose, consistent with the authorization form and privacy policy applicable to the Program, and for no other purposes, (c) will have and maintain reasonable and appropriate technical, physical and administrative safeguards to protect the Participant Data, (d) will

ensure that anyone acting on its behalf is subject to or otherwise provides equivalent or greater protections for the privacy and security of Participant Data as described in this Agreement, and (e) will not otherwise share or disclose Participant Data to any third party or any other governmental agency or authority, except as required by law, and in all cases limited to the Purpose.

5. **48-Hour Termination.** Either party may terminate this Agreement on 48 hours' notice to the other party. Section 2.7, Section 3.1, Section 3.2, Section 3.4, Section 4, this Section 5, Section 7, all Data Transfer Terms and Acknowledgements signed by the Counties (Exhibit A - Attachment 1), and Exhibit D Section 2 shall survive expiration or termination of this Agreement.
6. **Additional Terms.** Certain Federal and State Terms are attached hereto as Exhibits as part of the Agreement. Notwithstanding the foregoing or anything contained in the Federal and State Terms, State acknowledges that, in light of the COVID-19 emergency and the urgency of the activities contemplated by this Agreement, Verily may not be able to pass through such terms to its subcontractors. State acknowledges and agrees that any failure by Verily to pass through such terms to subcontractors will not be deemed to be a breach of this Agreement and Verily will not be liable for any such failure.
7. **Miscellaneous.** All notices to Verily must be sent to [verily-counsel@verily.com](mailto:verily-counsel@verily.com). All notices to State must be sent to [Jennifer.Hogan@CalOES.ca.gov](mailto:Jennifer.Hogan@CalOES.ca.gov). Neither party may assign or transfer its rights or obligations under this Agreement, without the prior written consent of the other party. Verily may perform its activities under this agreement itself or through affiliates or third parties, provided that Verily remains responsible for performance under this Agreement. This Agreement does not create any agency, partnership, or joint venture between the parties. This Agreement sets out all the terms agreed between the parties and supersedes all other agreements between the parties as of the Effective Date relating to its subject matter.
8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

**Exhibit A – Attachment 1**  
**Data Transfer Terms and Acknowledgment**

By signing below, [INSERT COUNTY] (the “**County**”) represents and warrants that it has read and understood the terms set forth in that certain agreement (the “**Agreement**”) between Verily Life Sciences LLC (“**Verily**”) and the State of California Office of Emergency Services (“**State**”), dated [INSERT DATE] and agrees to be bound by the obligations applicable to County set forth therein.

Without limiting the foregoing:

County acknowledges and agrees that Participant Data (as defined in the Agreement) (i) is collected and/or will be collected by Verily subject to the terms and conditions set forth in the authorization form and privacy policy applicable to the Program (as defined in the Agreement), copies of which are available to County upon request, and (ii) includes sensitive personally identifiable information, including health information, and such Participant Data must be handled accordingly. To that end, County represents, warrants, and covenants that it (a) has read and understood the authorization form and privacy policy applicable to the Program, (b) will use the Participant Data only for the Purpose (as defined in the Agreement), consistent with the authorization form and privacy policy applicable to the Program, and for no other purposes, (c) will have and maintain reasonable and appropriate technical, physical and administrative safeguards to protect the Participant Data, (d) will ensure that anyone acting on its behalf is subject to or otherwise provides equivalent or greater protections for the privacy and security of Participant Data as described in the Agreement, and (e) will not otherwise share or disclose Participant Data to any third party or any other governmental agency or authority, except as required by law, and in all cases limited to the Purpose.

County further acknowledges and agrees that Verily is relying on these representations, warranties, and covenants, and that they are a pre-condition to County’s receipt of Participant Data from Verily in connection with the Program.

Acknowledged and Agreed:

**[COUNTY]**

By:

Name:

Title:

Date:

## **EXHIBIT B – 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 below.

B. Invoices must include:

Contract Number  
Invoice Number  
Date of Invoice  
Billing and/or performance period covered by invoice (Dates of Service)  
Location of Service  
Type of Services or Expense (as described in Rates below)  
Invoice total  
Remittal Address  
Contact phone number for invoice questions

C. Contractor shall submit invoices to:

CalOES  
3650 Schriever Avenue  
Mather, CA 95655  
Attn: Jennifer Hogan

D. Should an invoice be disputed, Contractor will correct 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.

### **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, the California Prompt Payment Act, Government Code Chapter 4.5, commencing with section 927.

**Not-to-Exceed Contract Total Calculation**

**Key Assumptions:**

Contract length (# mos)	2
# Tests Completed	100,000

	<u>Verily 2 Sites</u>	<u>All Other Sites</u>	<u>Total</u>
Total Tests Conducted (est)	11,000	89,000	100,000
Tests w/ Healthcare professionals	11,000	4,450	15,450
Tests w/out Healthcare professionals	0	84,550	84,550
Tests w/ Spanish speaking covid-positive (est)	275	2,225	2,500
<hr/>			
<b>Fees (US\$)</b>			
<i>Cost per test (with HCPs)</i>	<u>\$151</u>	<u>\$151</u>	
# of tests	<u>11,000</u>	<u>4,450</u>	<u>15,450</u>
Sub-total	\$1,661,000	\$671,950	\$2,332,950
 <i>Cost per test (without HCPs) - first 50k tests</i>	<u>\$0</u>	<u>\$123</u>	
# of tests	<u>0</u>	<u>24,504</u>	<u>24,504</u>
Sub-total	\$0	\$3,013,992	\$3,013,992
 <i>Cost per test (without HCPs) - next 50k tests</i>	<u>\$0</u>	<u>\$118</u>	
# of tests	<u>0</u>	<u>50,000</u>	<u>50,000</u>
Sub-total	\$0	\$5,900,000	\$5,900,000
 <i>Cost per test (without HCPs) - next 100k tests</i>	<u>\$0</u>	<u>\$113</u>	
# of tests	<u>0</u>	<u>10,046</u>	<u>10,046</u>
Sub-total	\$0	\$1,135,198	\$1,135,198
 <i>Incremental Cost per test (PWN Spanish)</i>	<u>\$25</u>	<u>\$25</u>	
# of tests	<u>275</u>	<u>2,225</u>	<u>2,500</u>
Sub-total	\$6,875	\$55,625	\$62,500
<hr/>			
<b>Operating Costs (US\$)</b>			
<u>San Mateo Events Center Operating Expense</u>			
Cost per month	\$120,000		
Sub-total	\$240,000		\$240,000
<u>Santa Clara Security Expense</u>			
Cost per week	\$8,500		
Sub-total	\$73,610		\$73,610
 <b>Total Est Expenses (for 100,000 test)</b>			<b>\$12,758,250</b>
Cost Contingency			\$391,750
 <b>Contract Not-to-exceed Amount</b>			<b>\$13,150,000</b>

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**Components of Ongoing Site Costs**


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<u>Cost Type</u>	<u>Verify 2 Sites</u>	<u>All Other Sites</u>	<u>Details</u>
<i>(not to exceed pricing)</i>			
Fees excl Healthcare Professionals (per Test)*		\$123	Quest (\$75); PWN (\$13); Baseline incl Consulting / Call Center (\$30); Supplies (\$5)
Fees including Healthcare Professionals (per Test)*	\$151	\$151	All of the above plus Healthcare professionals (HCPs)
PWN Bilinguel (per positive test)	\$25	\$25	If spanish language is required to speak to a patient about a positive test, \$25 / test will be added to per test fees
Operating Expenses paid to San Mateo Events Center (per month)	\$120,000	NA	Rent waived by San Mateo Event Center. Cost cover rental equipment, security, Janitorial and other operating fees
Security Vendors (per week for Santa Clara Site)	\$8,500	NA	24 hour security at the Santa Clara site

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\* Fees (per Test) to be based on Tiered pricing schedule

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**Fees (per Test) Tiered Pricing**


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\* Pricing includes set-up costs, launch coordination costs for new sites, and call center.

<u>Tier (# of Cum Tests)</u>	<u>Volume</u>	<u>Baseline</u>	<u>Total Fee (per Test)</u>	<u>Total Fee (per Test)</u>
		<u>Fee/Test</u>	<u>excluding HCPs</u>	<u>including HCPs</u>
1-50k	50,000	\$30.00	\$123.00	\$151.00
50-100k	50,000	\$25.00	\$118.00	\$146.00
100k-200k	100,000	\$20.00	\$113.00	\$141.00
200k-500k	300,000	\$15.00	\$108.00	\$136.00
500k+		\$10.00	\$103.00	\$131.00

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**San Mateo Event Center Expenses**


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\* Pricing includes set-up costs, launch coordination costs for new sites, and call center.

<u>Expense Category</u>	<u>15-day Cost</u>	<u>30-day Cost</u>
Equipment Charges	\$6,960	\$13,920
Labor Charges (Janitorial, Event Mgmt, Facilities PM)	\$26,350	\$52,700
Security	\$18,667	\$37,334
Outside Equipment Rental	\$6,078	\$12,156
Miscellaneous / Contingency	\$1,945	\$3,891

<b>Totals</b>	<b>\$60,000</b>	<b>\$120,000</b>
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**EXHIBIT C – CALIFORNIA GENERAL TERMS AND CONDITIONS**  
**(GTC 04/2017 – As Modified)**

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.
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 either party, either in whole or in part, without the consent of the other party in the form of a formal written amendment. For clarity, Verily shall have the right to subcontract its activities under the Agreement, provided that Verily shall remain responsible for the performance of any such subcontractors.
4. **AUDIT:** Verily 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 evidencing Verily's compliance with or breach of the terms of this Agreement. Verily 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. Verily 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, to the extent possible and reasonable in light of the COVID-19 emergency, Verily 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:** See Exhibit D #2.]
6. **DISPUTES:** The parties shall continue with their responsibilities under this Agreement during any dispute.
7. **[TERMINATION FOR CAUSE:** See Exhibit E #2.]
8. **INDEPENDENT CONTRACTOR:** Verily, and the agents and employees of Verily, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **[RESERVED.]**
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Verily and, to the extent possible and reasonable for Verily to pass along its obligations to subcontractors in light of the COVID-19 emergency, 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. Verily shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Verily and to the extent possible and reasonable for Verily to pass along its obligations to subcontractors in light of the COVID-19 emergency, its 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. Verily 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. Verily and, to the extent possible and reasonable for Verily to pass along its obligations to subcontractors in light of the COVID-19 emergency, 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.)

To the extent possible and reasonable in light of the COVID-19 emergency, Verily shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are included below (as modified).

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

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

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. [RESERVED.]

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, Verily 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.

17. 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.

18. 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.

19. [RESERVED.]

20. 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).)

# Contractor Certification Clauses

[CCC 04/2017 – As Modified]

## CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Verily Life Sciences LLC	47-4724521

By (Authorized Signature)

DocuSigned by:  
  
94C31CCAA50D493...

Printed Name and Title of Person Signing

Andrew Conrad      Chief Executive Officer

Date Executed	Executed in the County of
4/21/2020	San Mateo

## CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;

- 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**4. [RESERVED.]**

**5. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**7. DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

**8. GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.) [See also Exhibit D #3.]

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## **EXHIBIT D – SPECIAL PROVISIONS**

1. **Insurance.** Verily shall comply with all requirements outlined in the (A) General Provisions Applying to All Policies section and (B) Contract Insurance Requirements outlined in this section. No payments will be made under this contract until Verily fully complies with all requirements.

### **A. General Provisions Applying to All Policies**

- 1..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 thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms of the contract.
- 1..2. **Policy Cancellation or Termination & Notice of Non-Renewal** – Verily is responsible to notify the State within thirty (30) business days of any cancellation, non-renewal or material change that affects required insurance coverage in accordance with policy provisions. New certificates of insurance are subject to the approval of the Department of General Services and the Verily agrees no work or services will be performed prior to obtaining such approval. In the event Verily 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.
- 1..3. **Premiums, Assessments and Deductibles** – Verily is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 1..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.
- 1..5. **Insurance Carrier Required Rating** – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VII. Verily will provide a Certificate of Insurance for its E&O coverage.
- 1..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.

- 1..7. Inadequate Insurance – Inadequate or lack of insurance does not negate Verily's obligations under the contract.
- 1..8. Available Coverages/Limits – All coverage and limits available to Verily shall also be available and applicable to the State.
- 1..9. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as Verily's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as Verily's agent in satisfying any SIR is at the State's discretion.
- 1..10. Use of Subcontractors - In the case of Verily's utilization of subcontractors to complete the contracted scope of work, Verily shall ensure that subcontractors carry appropriate levels of insurance.

**B. Contract Insurance Requirements.** Verily shall display evidence of the following on a certificate of insurance evidencing the following coverages:

- 1..11. Commercial General Liability – Verily shall maintain general liability on an occurrence form with limits not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined with a \$5,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Verily'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.

- 1..12. Automobile Liability – Verily shall maintain business automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

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.

- 1..13. Workers Compensation and Employers Liability – Verily shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of \$1,000,000 are required. By signing this contract, Verily acknowledges compliance with these regulations. [A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.]
- 1..14. Professional Liability Errors and Omissions Insurance - Verily shall maintain Professional Liability Errors and Omissions insurance appropriate to Verily's profession and work hereunder, with limits not less than \$6,000,000 per claim and in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Verily in this agreement and shall include, but not be limited to, Cyber liability and claims involving privacy liability and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If Policy is written on a claims-made basis provide the following:  
The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- C. **State Coverage.** In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

## **2. Indemnification; Limitation of Liability; Disclaimer of Warranties; Emergency Services**

2.1 Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

2.2 NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR: THE OTHER PARTY'S LOST

REVENUES; INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE); OR EXEMPLARY OR PUNITIVE DAMAGES

2.3 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, VERILY DOES NOT MAKE ANY REPRESENTATION OR EXTEND ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY.

2.4 The parties acknowledge and agree that Verily is a private business providing emergency services at the request of the State. To the extent applicable, Verily may be subject to certain immunities under the California Emergency Services Act.

2.5 The Declaration pursuant to section 319F-3 of the Public Health Service Act (42 U.S.C. 247d-6d) to provide liability immunity for activities related to medical countermeasures against COVID-19 may apply to activities conducted pursuant to this Agreement.

3. ADA compliance. Contractor warrants that it is in compliance with the Americans with Disabilities Act (ADA) and all regulations issued thereunder and that it will comply in all respects with the provisions of the Act and regulations thereunder. Contractor shall advise the State of any exemptions, exceptions to or waivers from this statutory requirement; Contractor shall notify the State of ADA-related accessibility and other accommodating ADA-related arrangements. The State shall notify Contractor in advance of any special accommodations needed, when such needs are known by the State. Contractor agrees to hold harmless the State, volunteers and employees from any and all claims arising from ADA violations within the scope and responsibility of the Contractor and its activities.
4. Fair wages. Contractor warrants that all employees performing work under this agreement are paid no less than the minimum Trainee Wage set by the Employment Training Panel for the county in which the work is performed, or the applicable federal, state, or local minimum wage, whichever is greater. Healthcare benefits valued at up to \$2.50 per hour can be used to meet this wage requirement.
5. Fringe benefits. Contractor shall make fringe benefit contributions on behalf of each employee performing work under this agreement that are no less than the fringe benefit contributions required by the most recent Service Contract Act area-wide wage determination issued by the United States Secretary of Labor for the locality in which the work is performed.
6. No misclassification. Contractor warrants that individuals performing work under the contract will not be misclassified as independent contractors.

7. Paid sick leave. Contractor warrants that it will comply with all applicable federal, state, and local laws pertaining to paid sick leave, including any anti-retaliation provisions contained in such laws.
8. Workplace safety and health. Contractor warrants that it will comply with all applicable safety and health requirements, including the Aerosol Transmissible Diseases Standard, 8 CCR § 5199, and applicable Cal/OSHA guidance. Contractor further warrants that it will comply with Labor Code sections 6310 and 6311 pertaining to protection of employees who file complaints or refuse to work in the face of hazardous conditions.
9. Labor peace. To protect the State's proprietary and economic interests, as well as the public interest, in providing lodging for COVID-19 response efforts without interruption due to the economic effects of a labor dispute, Contractor shall enter into a labor peace agreement with any organization of any kind in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and which requests a labor peace agreement. The labor peace agreement shall include a binding and enforceable provision(s) prohibiting the organization and its members from engaging in the picketing, work stoppages, boycotts, or any other economic interference for the duration of the labor peace agreement, which must include the entire term of this agreement. Nothing in this paragraph shall be construed as requiring Contractor to change terms and conditions of employment for its employees, recognize a labor organization as the bargaining representative for its employees, adopt any particular recognition process, or enter into a collective bargaining agreement with a labor organization.
10. Priority for unemployed workers. When hiring any new employees to perform work under the contract, Contractor shall give any preference to any applicant who is currently unemployed, who is otherwise qualified.

## **EXHIBIT E – FEMA PROVISIONS**

### **1. REMEDIES**

The rights and remedies set forth in this agreement are in addition to, and not in limitation of, any and all other rights and remedies the State may have at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

### **2. TERMINATION**

In addition to termination rights stated elsewhere in the agreement, the State may terminate this agreement immediately for cause upon Notice to the Contractor if the Contractor fails 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.

### **3. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. To the extent possible and reasonable in light of the COVID-19 emergency, the contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. To the extent possible and reasonable in light of the COVID-19 emergency, the contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

To the extent possible and reasonable in light of the COVID-19 emergency, the applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that, to the extent possible and reasonable in light of the COVID-19 emergency, it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that Verily may not be able to pass these provisions down to subcontractors, but will do so to the extent possible and reasonable in light of the COVID-19 emergency.

A. **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 hours in such workweek.

B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(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 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 (b)(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 (b)(1) of this section.

C. **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 (b)(2) of this section.

D. **Subcontracts.** To the extent possible and reasonable in light of the COVID-19 emergency, the contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (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 who has agreed to include the requirements in their subcontract with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### 5. CLEAN AIR ACT

A. 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.

B. The contractor agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

C. To the extent possible and reasonable in light of the COVID-19 emergency, 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.

## **6. THE FEDERAL WATER POLLUTION CONTROL ACT**

A. 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.

B. The contractor agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board 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.

C. To the extent possible and reasonable in light of the COVID-19 emergency, 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.

## **7. DEBARMENT AND SUSPENSION CLAUSE**

A. This contract 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).

B. 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.

C. 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.

D. 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.

## **8. BYRD ANTI-LOBBYING CLAUSE**

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

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

The undersigned [Contractor] certifies, to the best of his or her 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.

- A. 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.

B. To the extent possible and reasonable in light of the COVID-19 emergency, 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.

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.

— DocuSigned by:

Andrew Conrad

94C31CCAA50D493...

Andrew Conrad Chief Executive Officer

### **Chief Executive Officer**

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**Name and Title of Contractor's Authorized Official**

4/21/2020

Date: 4/21/2020

## **9. PROCUREMENT OF RECOVERED MATERIALS**

- A. In the performance of this contract 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.

B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **10. ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide the State, the FEMA Administrator, the Controller 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 contract for the purposes of making audits, examinations, excerpts, and transcriptions to confirm performance under the Agreement.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
4. 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.

#### **11. DHS SEAL, LOGO, AND 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.

#### **12. 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 only. The contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **13. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract 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.

#### **14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action pertaining to this contract.



## COVID-19 Baseline Data



### Data Transfer Plan

SPONSOR NAME	Verily Life Sciences, LLC
Project	COVID-19 Baseline Screening + Lab Results
TYPE OF DATA	Screener Data and Lab Results
DATE APPROVED	27-MAR-2020
VERSION	1.0



## COVID-19 Baseline Data

### 1. CONTACT INFORMATION

<b>Verily Clinical Data Manager</b>	Kelley Abad
Address	269 E. Grand Ave., South San Francisco, CA 94080
Email	Kelleyabad@verily.com

<b>Verily Study Statistician</b>	David Miller
Address	269 E. Grand Ave., South San Francisco, CA 94080
Email	Davepmiller@verily.com

### 2. TRANSFER SPECIFICATIONS

Specification	Description
<b>Data Sources</b>	Screener Data and Lab Data
<b>Method of Transfer</b>	Secure transfer to Google Cloud Storage
<b>Media/File Format</b>	CSV file
<b>Transfer Type</b>	Cumulative
<b>Frequency</b>	Daily

### 3. DATA FORMAT

VARIABLE	DESCRIPTION	DATA TYPE	CODELIST
participant_id	Participant ID	Numeric	
result_updated_time	Result time updated	Numeric	
zip_code	PWN Zipcode	Numeric	
pwn_id	PWN Identifier	Numeric	
pan_sars_result	PAN SARS Result	Character	NEGATIVE POSITIVE
cov2_result	SARS CoV-2 Result	Character	NEGATIVE POSITIVE
source_result	Source Result	Character	NOT GIVEN FLUID NASOPHARYNGEAL SWAB
customer_first_name	First Name	Character	
customer_last_name	Last Name	Character	



## COVID-19 Baseline Data

customer_birth_date	Birth Date	Numeric	
customer_phone	Phone Number	Numeric	
customer_email	Email	Character	
customer_address_line	Address	Character	
customer_address_line2	Address Line 2	Character	
customer_address_city	City	Character	
customer_address_state	State	Character	
sample_collection_time	Sample Collection Time	Numeric	
overall_order_lab_code	Lab Order	Character	
overall_result_lab_code	Lab Result	Character	
overall_result	Overall Result	Character	DETECTED NOT DETECTED
CVCONT	In the past 14 days, have you had contact (of more than 15 minutes, at less than 6 feet distance) with someone who has a confirmed case of Coronavirus (COVID-19)?	Character	Yes No
CVTRAV_China	Within the past 14 days, have you traveled to China?	Character	Yes No
CVTRAV_Iran	Within the past 14 days, have you traveled to Iran?	Character	Yes No
CVTRAV_South_Korea	Within the past 14 days, have you traveled to South Korea?	Character	Yes No
CVTRAV_Europe	Within the past 14 days, have you traveled to Europe?	Character	Yes No
CVTRAV_None_of_these	Traveled to None of the countries	Character	Yes No
CVDOB	Are you 60 years old or older?	Character	Yes No
CVWORK	Do any of the following describe your work setting? (Select all that apply)	Character	Yes No Null (v2)
CVEMPL_MEDICAL	Healthcare Facility	Character	Yes No Null (v1)
CVEMPL_PRISON	Prison	Character	Yes No Null (v1)
CVEMPL_FIRST_RESPONDER	First Responder	Character	Yes No Null (v1)
CVEMPL_NONE_OF_THEBOVE	None of the above	Character	Yes No
CVSX_Fever	Fever	Character	Yes No
CVSX_Coughing	Coughing	Character	Yes No

## COVID-19 Baseline Data

CVSX_Shortness_of_breath	Shortness of breath	Character	Yes No
CVSX_None_of_these	None of these	Character	Yes No
CVMANG	In general, do you currently have any health conditions that you manage (such as diabetes, asthma, or high blood pressure)?	Character	Yes No
CVCOND_chronic_lung_disease	Chronic lung disease	Character	Yes No
CVCOND congestive_heart_failure	Congestive heart failure	Character	Yes No
CVCOND_hemodialysis	Hemodialysis	Character	Yes No
CVCOND_i_currently_under_chemotherapy_or_radiation_for_cancer	Currently under chemotherapy or radiation for cancer	Character	Yes No
CVCOND immune_system_suppression	Immune system suppression	Character	Yes No
CVCOND obesity_with_a_body_weight_greater_40	Obesity	Character	Yes No
CVCOND_other_cardiovascular_disease	Other cardiovascular disease	Character	Yes No
CVCOND_type_1_diabetes	Type 1 diabetes	Character	Yes No
CVCOND_type_2_diabetes	Type 2 diabetes	Character	Yes No
CVCOND_chronic_renal_disease	Chronic renal disease	Character	Yes No
CVCOND_chronic_hepatic_disease	Chronic hepatic disease	Character	Yes No
CVCOND_other	Other	Character	Yes No
CVCOND_none_of_these	None of these	Character	Yes No
CVREG	Are you currently pregnant?	Character	Yes No
age	Age	Numeric	
home_state	Home state	Character	
site	Testing Site Name	Character	
csp_tag	Screening eligibility at time of screening	Character	
phs_score_v1	Score v1	Numeric	
phs_score_v2	Score v2	Numeric	
sx_count	Symptom Count	Numeric	
occupation	Occupation	Character	
california_timestamp	Timestamp (PST)	Numeric	



## COVID-19 Baseline Data

screener_version	Screener version	Character	v1 v2
current_eligible	Currently eligible	Character	
county	County Name based on zip code	Character	

### 4. DATA TRANSFER METHOD

- 4.1. Data will be transferred in CSV format and uploaded to Google Cloud Storage.
  - 4.1.1. Technical instructions will be provided from Verily to County to grant access to the Verily-provided Google Cloud Storage (CGS) bucket.
  - 4.1.2. Verily will provide direct URL to GCS bucket location.

### 5. DATA TRANSFER FREQUENCY

- 5.1. Data will be transferred as specified in Section 4 on a **daily** basis.



## COVID-19 Baseline Data

REVISION HISTORY			
VERSION	DATE	REVISION DETAILS	COMPLETED BY
1.0	27-MAR-2020		kelleyabad@