

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-10606

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

Eurofins Viracor, Inc.

2. The term of this Agreement is:

START DATE

August 11, 2020

THROUGH END DATE

January 31, 2021

3. The maximum amount of this Agreement is:

\$500,000.00

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	2
Exhibit A-1	Employee Testing Program Agreement	7
Exhibit A-2	Services	1
+ - Exhibit A-3	CDPH Facility Locations	1
+ - Exhibit B	Budget Details and Payment Provisions	3
+ - Exhibit B-1	Quote	1
+ - Exhibit C	General Terms and Conditions	GTC 04/2017
+ - Exhibit D	Authorization To Use And/Or Disclose Protected Health Information	1
+ - Exhibit E	COVID-19 Employee Testing Consent Form	2

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.)

Eurofins Viracor, Inc.

CONTRACTOR BUSINESS ADDRESS

1001 NW Technology Drive

CITY

Lee's Summit

STATE

MO

ZIP

64086

PRINTED NAME OF PERSON SIGNING

Michelle Altrich

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

8/13/2020

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STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-10606

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tim Bow

TITLE

Procurement Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EO N-25-20 COVID-19/Proclamation of A State of
Emergency/PCC 1102

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide the following services to the California Department of Public Health ("CDPH").

Contractor will provide the following services pursuant to Exhibit A – Attachment I and II. Delivery of specimen collections kits for Coronavirus SARS-CoV-2 RT-PCR testing. Contractor will arrange for an authorized healthcare provider to collect the CDPH Employee's specimen. Contractor will provide test results to CDPH designated recipient for employee notification.

2. Service Location

The services shall be performed at the CDPH locations listed on Exhibit A – Attachment III.

3. Project Representatives

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

California Department of Public Health	Eurofins Viracor, Inc.
Attention: Jennifer Hill Telephone: (916) 552-8722 Fax: E-mail: Jennifer.Hill3@cdph.ca.gov	Attention: Hector Carrasco Telephone: (682) 777-8657 Fax: E-mail: HectorCarrasco@Viracor-Eurofins.com

B. Direct all inquiries to:

California Department of Public Health	Eurofins Viracor, Inc.
Attention: Jennifer Hill 1616 Capitol Avenue MS 3202 Sacramento, CA 95814 Telephone: (916) 552-8722 E-mail: Jennifer.Hill3@cdph.ca.gov	Attention: Hector Carrasco Address: 1001 NW Technology Drive Lee's Summit MO 64086 Telephone: (682) 777-8657 Fax: E-mail: HectorCarrasco@Viracor-Eurofins.com

C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Federal ID #: 27-0218809
FI\$CAL ID # :TBD
Contractor: Eurofins Viracor, Inc.
Attention: Fifth Third Bank, Billing Department
Address: 2695 Momentum Place Chicago, IL 60689-5326
Phone: 1-877-303-5198
Email: Billing@viracor-eurofins.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.

4. Services to be Performed

The contractor will provide the following services to CDPH field staff.

A. Collection Kits.

- a. Contractor will provide the specimen collection kits, in the amount and the type specified in the applicable order, to be delivered to designated locations and used at specific draw sites. CDPH will only use these collection kits to order Services from Contractor. Collection kits shall not be used to send specimens to other third party laboratories.

B. Specimen Collection.

- a. Contractor will arrange for an authorized healthcare provider to collect the CDPH Employees' specimens at designated draw sites at designated draw times. Collection services will be provided at the facilities shown on Exhibit A – Attachment III.

C. Testing.

- a. Contractor will perform clinical laboratory testing on all specimens ordered pursuant to this Agreement.

D. Test Results.

- a. Contractor will result the test back to CDPH. CDPH is responsible for receiving waivers and consents from CDPH's Employees such that the results will be provided to CDPH.

5. CDPH responsibilities

A. Documentation.

- a. CDPH shall provide Contractor with the following documentation:
 - i. (i) Authorization to Use and/or Disclose Protected Health Information (Exhibit D); and
 - ii. (ii) COVID-19 Employee Testing Consent Form (Exhibit E).

B. Results.

- a. CDPH is responsible for providing the diagnostic report prepared by Contractor to the CDPH Employee.

EMPLOYEE TESTING PROGRAM AGREEMENT

THIS EMPLOYER WELLNESS PROGRAM AGREEMENT ("Agreement") is effective as of the date of last signature (the "Effective Date"), by and between Eurofins Viracor, Inc., a Delaware Corporation, located at 1001 NW Technology Drive, Lee's Summit, MO 64086 ("Viracor") and Client California Department of Public Health located at 1616 Capitol Avenue, Sacramento, CA 95814 ("Company"). Company and Viracor may also be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Viracor is an independent laboratory that provides certain clinical diagnostic laboratory testing services; and

WHEREAS, Company desires to provide certain diagnostic COVID-19 testing services for its employee population (each a "Company Employee" or collectively, the "Company's Employees");

WHEREAS, Company and Viracor wish to set forth the terms and conditions under which Viracor will perform certain diagnostic COVID-19 testing services to its Company's Employees as further described and set forth on Exhibit B attached hereto (the "Services").

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES

1.1 Laboratory Services. Viracor will perform the Services set forth on Exhibits A -Attachment II and Exhibit B - Attachment I upon receipt of a request from a Company Employee and receipt of a physician order as further described in Section 1.5. The Parties agree that Exhibit A -Attachment II may be modified from time to time in order to add new clinical laboratory tests or services or to reflect other mutually agreed upon fee schedule changes.

1.2 Collection Kits. As part of the Services, Viracor will provide the specimen collection kits, in the amount and the type specified in the applicable order, to be delivered to designated locations and used at specific draw sites. Company will only use these collection kits to order Services from Viracor. Collection kits shall not be used to send specimens to other third party laboratories.

1.3 Specimen Collection. Viracor will arrange for an authorized healthcare provider to collect the Company Employees' specimens at designated draw sites at designated draw times. Collection services will be provided at the facilities shown on Exhibit A - Attachment III.

1.4

Ordering Tests. Company may order Viracor tests by one of three methods:

1. Complete a Viracor Test Request Form and include it with each specimen shipped to Viracor. Viracor will provide Company with Personalized Test Request Forms. Company will be responsible for all tests order via such Customized Test Request Forms.
2. Access Viracor's web-based ordering and reporting system.

3. Complete the spreadsheet form provided by Viracor.

1.5 Shipping and Handling. Specimens should be shipped according to Viracor's specimen requirements in the shipping material provided by Viracor. Viracor and Company will work together to coordinate a specimen shipping arrangement. The cost of shipping will be the responsibility of Viracor. Viracor may, in its sole discretion, discontinue paying for shipping costs if Company testing volumes decrease significantly as determined by Viracor. Shipping services provided by Viracor may vary by company location.

1.6 Test Orders by Licensed Healthcare Professional. Viracor requires that for all requisitions submitted for any applicable Services will be from a licensed healthcare professional in accordance with state and federal laws. Viracor will arrange for an ordering physician to supply the physician order.

1.7 Test Results. Viracor will result the test back to Company. Company is responsible for receiving waivers and consents from Company's Employees such that the results will be provided to Company. Company shall provide Viracor with the following documentation: (i) Authorization to Use and/or Disclose Protected Health Information; and (ii) COVID-19 Employee Testing Consent Form. Company is responsible for providing the diagnostic report prepared by Viracor to the Company Employee.

1.8 Maintenance of Records. Viracor will maintain records of the Services in such form and for such duration as required by applicable Laws. The Parties acknowledge and agree that the records maintained by Viracor are, and will remain, the property of Viracor and will not be removed or transferred from Viracor's possession, except in accordance with Viracor's policies and procedures, or as required by Law.

1.9 Warranty. Viracor warrants to Company that all Services provided hereunder will be performed in accordance with established and recognized clinical laboratory testing procedures, with reasonable care, and in accordance with applicable Laws. No other warranties are made by Viracor.

2. **COMPENSATION**

2.1. Billing. Viracor will invoice Company for the Services, and, will submit to Company a monthly statement reflecting any Services Viracor has furnished to Company Employees. Such statement will reflect charges included on the Fee Schedule set forth in Exhibit A.

2.2 Fees and Invoicing. In consideration for the Services provided by Viracor under this Agreement, Company will pay Viracor according to the fee schedule set forth in Exhibit A, and Viracor will accept such fees as payment in full. Viracor will submit to Company a monthly cumulative invoice, and Company will pay Viracor the amount indicated on each invoice within thirty (30) days of receipt.

Company will pay a late payment charge equal to the lesser of one and one-half percent (1 1/2%) or the highest interest rate allowed by Law. All payments should be addressed to Eurofins Viracor, Inc., Fifth Third Bank, 2695 Momentum Place, Chicago, IL 60689-5326. Viracor will submit all invoices to the address set forth in Section 10.5 or as otherwise agreed upon between the Parties.

If the invoice contact information set forth above changes, Company must notify Viracor in writing within five (5) business days. If Viracor sends the account for collection or initiates litigation to collect any overdue invoices, Company will be liable for all costs and expenses of such collection or litigation, including, without limitation, reasonable attorney's fees, court costs, and expenses.

2.3 Modification of Fees. The fees set forth on Exhibit B - Attachment I will remain in effect for a period of one (1) year from the Effective Date. After such date, the fees may be modified upon the execution of a written amendment to this Agreement by an authorized representative of each Party.

3. TERM AND TERMINATION

3.1 Term. This Agreement will commence on the Effective Date and will continue until one (1) year from the Effective Date, unless terminated earlier in accordance with this Agreement. Following the expiration of the initial term, the Agreement may be renewed for additional one (1) year terms upon written agreement of both Parties.

3.2 Without Cause Termination. Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other Party.

3.3 Termination for Breach. If either Party materially defaults in the performance of any covenant, agreements, term, or provision of this Agreement and fails to remedy such material default within ten (10) days after receipt of written notice from the non-breaching Party, the non-breaching Party may, at its option and in addition to any other remedies that it may have in law or in equity, terminate this Agreement immediately.

4. **INSURANCE.** Viracor agrees to maintain general and professional liability insurance in amounts adequate to cover its acts and omissions. The Parties agree that such coverage will be, at a minimum, [REDACTED] and [REDACTED]. Upon Company's request, Viracor will provide Company with a current and valid Certificate of Insurance, or proof of adequate self-insurance, evidencing its general liability and professional liability insurance coverage. Any material modification or alteration in such coverage will be promptly communicated to the other Party.

5. **MUTUAL INDEMNIFICATION.** Viracor and Company will indemnify, defend, and hold each other harmless from and against any and all third party: losses, claims, suits, damages, liabilities, and expenses (including without limitation, reasonable attorney's fees and costs) based upon, arising out of, or attributable to the negligent or willful acts and/or omissions of the other Party. Company agrees to hold Viracor harmless from and indemnify it to the extent attributable to the negligence of Company or of Company's officers or employees when acting within the course and scope of their employment. Viracor agrees to hold Company harmless from and indemnify it to the extent attributable to the negligence of Viracor or of Viracor's officers or employees when acting within the course and scope of their employment. This Article 5 will survive termination or expiration of this Agreement.

6. **REMEDIES; EXCLUSION OF INCIDENTAL/CONSEQUENTIAL/PUNITIVE DAMAGES; LIABILITY.** In the event that any services are improperly or inadequately performed by Viracor, Company's sole remedy and Viracor's sole obligation, with respect to such deficient Services shall be for Company to either (i) require Viracor to re-perform such improper or deficient Services, at no additional charge to Company, or (ii) request a refund of all amounts paid to Viracor for such improperly or inadequately performed Services. In no event will either Party or its officers, directors, employees, agents, or affiliates be liable for any special, exemplary, incidental, consequential or punitive damages, whether in contract, warranty, tort, strict liability, or otherwise, except to the extent such Party may be required to indemnify the other Party from such damages claimed by third parties under Article 5. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy. In no event shall either party be

liable pursuant to this Agreement for any amount that exceeds, in the aggregate, Two Hundred Fifty Thousand (\$250,000) USD. This Article 6 will survive termination or expiration of this Agreement.

7. **INDEPENDENT CONTRACTOR.** In the performance of the duties and obligations of each Party under this Agreement, it is mutually understood and agreed that the Parties are always acting and performing as independent contractors of each other. Neither Party will have nor will it exercise any control or direction over the methods by which the other Party or its employees or agents perform their respective duties and obligations.

8. **COMPLIANCE**

8.1 Compliance with Laws. Viracor and Company each agree to perform their respective obligations under this Agreement in compliance with all applicable Laws. Each party will comply with all applicable federal and state laws prohibiting discrimination based on race, color, religion, sex, national origin, handicap, veteran or other protected status.

8.2 No Inducement. This Agreement has been negotiated in good faith through arm's-length negotiations. The Parties acknowledge and agree that no benefits to Company hereunder are intended to induce, require, or are in any way contingent upon the recommendation, referral, or any other arrangement for the provision of any item or service offered by Viracor or any affiliate thereof. None of the activities contemplated under this Agreement, or otherwise, will constitute obligations of Company to refer business to Viracor or to recommend or otherwise arrange for the referral of business to Viracor. Further, there is no intent for Company to generate, nor is Company being compensated to generate, business for Viracor, nor is there any intent to interfere with Company Employee's right to choose his or her own health care provider, or with a physician's medical judgment regarding the ordering of any items or services.

8.4 HIPAA. Viracor and Company each agree to discharge their respective duties in accordance with Laws governing the privacy, confidentiality, and security of patient information, including, without limitation, the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended.

9. **CONFIDENTIALITY.** In the course of performing its duties and obligations under this Agreement, each Party acknowledges that it may have access to and acquire knowledge of certain confidential and proprietary information of the other Party. Each Party will treat all information received from the other Party as Confidential Information, including, without limitation, this Agreement and all exhibits attached hereto, and will use such Confidential Information only as reasonably necessary to perform its duties under this Agreement. During the term of this Agreement and at any time thereafter, neither Party will disclose Confidential Information to any third party without the other Party's prior written consent. "Confidential Information" means any information, of whatever nature, not generally known outside of a Party and its authorized third parties, and not otherwise available to the other Party from other sources. Confidential Information does not include any information that: (1) is or becomes generally known to the public; (2) is disclosed by a third party not under an obligation of confidentiality with respect to such information; (3) is specified as not confidential; (4) was lawfully known at the time of disclosure; or (5) is required to be publicly disclosed by Law or as determined by CDPH. Upon termination or expiration of this Agreement, each Party will deliver to the other Party all Confidential Information supplied to it under this Agreement. This Article 9 will survive the termination or expiration of this Agreement.

10. MISCELLANEOUS

10.1 Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter herein and supersedes all prior agreements with respect to the subject matter herein. No amendment or modification hereto will be valid or binding unless addressed in writing and signed by an authorized representative of both Parties hereto.

10.2 Enforceability/Severability. If any part of this Agreement will be determined to be unenforceable in a court of competent jurisdiction for any reason, such part will be deemed severable from the remainder hereof and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

10.3 Assignment. Neither Party may assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written consent; provided, however, Viracor may assign this Agreement without the consent of Company to any affiliate of Viracor or to an entity of any kind succeeding to the business of Viracor in connection with the merger, consolidation, or transfer of all or substantially all of the assets and business of Viracor to such successor.

10.4 Waiver. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be or construed as a further and continuing waiver of any such term, provision or condition of this Agreement.

10.5 Notice. All notices required or permitted to be given hereunder will be in writing and deemed to have been given (a) upon delivery if hand-delivered or delivered by receipted overnight courier, or (b) three (3) days after deposit in the U.S. Mail if sent by certified or registered mail, return receipt requested. All such notices will be addressed as follows:

If to Viracor: Eurofins Viracor, Inc.
1001 NW Technology Drive
Lee's Summit, MO 64086
Attention: President

If to Company: _____

Attention: _____

10.6 Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to applicable principles of conflicts of law. Any and all controversies, disputes, disagreements or claims (collectively "Claims") arising out of or relating in any way to this Agreement will first be attempted to be resolved by the parties through negotiation. Notwithstanding this foregoing, each party retains its rights to pursue injunctive or equitable relief in any jurisdiction where a breach occurs.

10.7 Counterparts / Electronic Signatures. 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. Facsimile copies or PDF copies sent by email of this Agreement and any signatures thereon will be considered for all purposes as originals.

10.8 Force Majeure. No Party to this Agreement will be liable for failure to perform any duty or obligation that said Party may have under this Agreement where such failure has been occasioned by any act of God, strike, inevitable accident, war, or any cause outside the reasonable control of the Party who had the duty to perform.

10.9 Name and Logo Usage. Each party will obtain the other party's advance written consent to the specific use and placement of its name and logos on any printed or electronic materials.

10.10 Relationship of the Parties. Nothing contained in this Agreement will be construed as creating a joint venture, partnership, or employment relationship between the parties. Neither party is an agent of the other, and neither party has any authority whatsoever to bind the other party, by contract or otherwise. The marketing of the Services or use of the other party's logos, trademarks or trade names will not be construed to infer any relationship between the parties other than a mutual business interest in serving employee concerns.

[remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date of the Effective Date.

EUROFINS VIRACOR, INC.

By:

Name:

Title:

Date:

California Department of Public Health

By:

Name:

Title:

Date:

Services

- 1) Viracor will arrange for an authorized healthcare provider to collect the Company Employees' specimens for COVID-19 testing at a designated draw site. Collection services will be provided at the facilities shown on Exhibit A - Attachment III.
- 2) Viracor will perform clinical laboratory testing on all specimens ordered pursuant to this Agreement.
- 3) Company is responsible for providing the diagnostic report prepared by Viracor to the Company Employee.

Exhibit A
Attachment III

Eurofins Viracor, Inc.
20-10606
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CDPH FACILITY LOCATIONS

[illegible]

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 Attachment 1, of this Exhibit B.
- C. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Jen Hill
California Department of Public Health
CHCQ
MS 3301
1615 Capitol Ave
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: \$500,000.00.

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

Exhibit B
Budget Detail and Payment Provisions

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 *thirty (30)* 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.

5. Expense Allowability / Fiscal Documentation

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

6. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
- 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule agreeable between the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.

Exhibit B

Budget Detail and Payment Provisions


- 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 B
Attachment I

Eurofins Viracor, Inc.
20-10606
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Sales Rep Hector Carrasco
California Department of Health

Date: July 30, 2020

				
TEST INFORMATION	VALIDATED SPECIMEN TYPES	METHODOLOGY	CPT CODE(s) (for informational purposes only)	CLIENT PRICE
<u>Infectious Disease</u>				
8398	Coronavirus SARS-CoV-2 RT-PCR	BAL, Nasal Swab, Nasal Wash, NP Swab, NP Wash	Real-time RT-PCR	U0003 \$110.00

AUTHORIZATION TO USE AND/OR DISCLOSE PROTECTED HEALTH INFORMATION

I authorize Eurofins Viracor, Inc. ("Eurofins") to use and/or disclose my protected health information ("PHI") as set forth below. This use and/or disclosure of my PHI is at my own request.

I understand that the individuals or entities receiving my PHI may not be subject to the same federal or state privacy laws applicable to Eurofins and that further use and/or disclosure of my PHI by those individuals or entities is possible.

I understand that this authorization will remain in effect during the duration of any agreements between Eurofins and my employer relating to COVID-19 testing.

I understand that I have the right to later revoke this authorization in writing, but the revocation will not be effective for any uses and/or disclosures made in reliance on this authorization while it was effective. Furthermore, I understand that Eurofins' testing services are being provided to me contingent upon my agreeing to allow the use and/or disclosure of my PHI as directed below. If I revoke this authorization, I may not be entitled to any testing services from Eurofins.

Eurofins strongly encourages you to discuss any information that you receive from us with your treatment provider.

Identification of the Person Authorizing the Use and/or Disclosure of the PHI:

Name: _____
Last First Middle Initial

Date of Birth: _____ Country: _____

Address City State Zip

Description of the PHI to be Used and/or Disclosed:

- Testing results from COVID-19, including the following tests as applicable: COVID-19 Serology and COVID-19 PCR Testing

Identification of the Entity Allowed to Use and/or Disclosure the PHI:

Name: Eurofins Viracor, Inc.

1001 NW Technology Drive Lee's Summit MO 64086
Address City State Zip

All correspondence to Eurofins may be submitted by mail [or electronically] to the above address.

Identification of the Individuals or Entities to Whom Disclosure of the PHI May Be Made:

I authorize my test results from the COVID-19 testing performed to be provided to:

My Employer

Name: _____

Address City State Zip

Country: United States Phone: _____ Fax: _____

Email: _____

Ordering Provider

Name: Michael J. Bauer, MD

200 S. Wilcox St. #443 Castle Rock CO 80104
Address City State Zip

Country: US Phone: 888-589-8124 Fax: 866-589-8124

Email: [REDACTED]

Reason for the Use and/or Disclosure of the PHI:

- Screening for COVID-19; and
- Other: _____ (when applicable)

By signing below, I authorize Eurofins and its employees to use and/or disclosure the PHI as described above. I do hereby expressly and voluntarily authorize this use and release of information and declare that the information provided on this form is true and correct.

Patient / Authorized Signature: _____

Date: _____

COVID-19 Employee PCR Testing Consent Form

I authorize specimen collection with a nasopharyngeal swab for PCR testing of SARS-CoV2, the virus that causes COVID-19. I further understand, agree, certify, and authorize the following:

1. I understand that my employer, California Department of Public Health (CDPH), has contracted with Eurofins Viracor, Inc. for laboratory analysis and report of my specimen. I authorize Eurofins Viracor, Inc. to perform testing on my specimen.
2. I understand that Eurofins Viracor, Inc. has contracted with a company for the collection of my specimen. I authorize said company to collect the specimen.
3. I understand that I have the right to refuse testing.
4. This test involves a swab (like a Q-Tip, but smaller) slid into the nostril to obtain a sample from the back of the top of the throat called the Nasopharynx. It may be uncomfortable, painful, or potentially cause mild abrasion or bleeding. No long-lasting side effects from testing are expected. I understand that there is minimal risk with collection of a specimen with a nasal swab. I acknowledge that the nature of the collection will cause slight discomfort.
5. I understand that processing of the specimen and results may take between 3 to 4 days.
6. Eurofins Viracor, Inc. will provide test results to CDPH who contracted for the testing. I authorize Eurofins Viracor, Inc. to release test results or other information necessary to CDPH, Michael J. Bauer, MD, and to me.
7. I acknowledge that this procedure and the results are not a substitute for medical advice or treatment from my personal health care provider. I will consult with and obtain care from a health care provider if I have tested positive for COVID-19, am experiencing symptoms, or have any other questions or concerns.
8. I have received the "Fact Sheet for Patients regarding the Molecular Laboratory Developed Test (LDT) COVID-19 Authorized Tests", as required by FDA.
9. I understand that Eurofins Viracor, Inc. has infectious disease reporting responsibilities under applicable governmental regulations and will report my testing information in accordance with these regulations.

By signing below, I acknowledge that I have read, understand, agree, certify, and/or authorize the information above and further agree that I and my heirs, executors and assigns hereby release CDPH, Michael J. Bauer, MD, Eurofins Viracor, Inc., and the company collecting my specimen, including its employees, agents, and contractors from any and all liability and claims.

Employee

Signature

Printed Name

Date

Witness

Signature

Printed Name

Date

COVID-19 Employee Testing Consent Form

PAGE 2 (for Employer to keep)

- An opportunity to ask questions about the above information and consent has been given to me.
- My questions have been answered to my satisfaction.
- I understand I have the right to refuse testing.
- I understand my signature represents consent to testing and results being received by Michael J. Bauer and CDPH.
- I acknowledge that this procedure and the results are not a substitute for medical advice or treatment from my personal health care provider. I am will consult with and obtain care from a health care provider if I have tested positive for COVID-19, am experiencing symptoms, or have any other questions or concerns.
- I understand that, if positive, I may be required to stay home, and will abide by CDPH requirements for isolation and returning to work.

SIGNATURE:

I AGREE to testing as above: _____

--OR--

I REFUSE testing as above: _____

I understand that if I refuse testing, I will abide by CDPH policies with regard to my work status.

Legal Guardian: _____

(Required only if under the age of 18)

PRINT: Name: _____ DOB: _____

Phone Number: _____

CDPH Representative: _____

Date: _____

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

20-10606

AMENDMENT NUMBER

A1

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Eurofins Viracor, Inc.

2. The term of this Agreement is:

START DATE

August 11, 2020

THROUGH END DATE

January 31, 2021

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

\$3,000,000.00

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 make revisions to both Exhibit A - Scope of Work and Exhibit B - Budget Detail and Payment Provisions, replacing Exhibit B Attachment I in its entirety, and adding Exhibit F - Information Privacy and Security Requirements (IPSR), and Exhibit G - FEMA Provisions to the current services agreement.

II. Certain changes made in this amendment are shown as: Text additions displayed as bold and underline. Text deletions are displayed as strike through text.

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.)

Eurofins Viracor, Inc.

CONTRACTOR BUSINESS ADDRESS

1001 NW Technology Drive

CITY

Lee's Summit

STATE

MO

ZIP

64086

PRINTED NAME OF PERSON SIGNING

Michelle Altrich

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

10/9/2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, MS 1802

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tim Bow

TITLE

Procurement Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EO N-25-20, A Proclamation of A State of Emergency

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide the following services to the California Department of Public Health ("CDPH").

Contractor will provide the following services pursuant to Exhibit A – Attachment I and II. Delivery of specimen collections kits for Coronavirus SARS-CoV-2 RT-PCR testing. Contractor will arrange for an authorized healthcare provider to collect the CDPH Employee's specimen. Contractor will provide test results to CDPH designated recipient for employee notification.

2. Service Location

The services shall be performed at the CDPH locations listed on Exhibit A – Attachment III.

3. Project Representatives

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

California Department of Public Health	Eurofins Viracor, Inc.
Attention: Jennifer Hill Telephone: (916) 552-8722 Fax: E-mail: Jennifer.Hill3@cdph.ca.gov	Attention: Hector Carrasco Telephone: (682) 777-8657 Fax: E-mail: HectorCarrasco@Viracor-Eurofins.com

B. Direct all inquiries to:

California Department of Public Health	Eurofins Viracor, Inc.
Attention: Jennifer Hill 1616 Capitol Avenue MS 3202 Sacramento, CA 95814 Telephone: (916) 552-8722 E-mail: Jennifer.Hill3@cdph.ca.gov	Attention: Hector Carrasco Address: 1001 NW Technology Drive Lee's Summit MO 64086 Telephone: (682) 777-8657 Fax: E-mail: HectorCarrasco@Viracor-Eurofins.com

C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Federal ID #: 27-0218809
FISCAL ID #: TBD
Contractor: Eurofins Viracor, Inc.
Attention: Fifth Third Bank, Billing Department
Address: 2695 Momentum Place Chicago, IL 60689-5326
Phone: 1-877-303-5198
Email: Billing@viracor-eurofins.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.

4. Services to be Performed

The contractor will provide the following services to CDPH field staff.

A. Collection Kits.

- a. Contractor will provide the specimen collection kits, in the amount and the type specified in the applicable order, to be delivered to designated locations and used at specific draw sites. CDPH will only use these collection kits to order Services from Contractor. Collection kits shall not be used to send specimens to other third party laboratories.

B. Specimen Collection.

- ~~a. Contractor will arrange for an authorized healthcare provider to collect the CDPH Employees' specimens at designated draw sites at designated draw times. Collection services will be provided at the facilities shown on Exhibit A – Attachment III.~~
- a. **Contractor will arrange for an authorized healthcare provider to collect the CDPH's Employees' specimens at designated draw sites at designated draw times utilizing Contractor's network of clinically appropriate practitioners ("Clinicians"). The Clinicians will perform the specimen collection services according to the policies and procedures agreed to by the parties. Collection services will be provided at the facilities shown on Exhibit A – Attachment III.**

C. Testing.

- a. Contractor will perform clinical laboratory testing on all specimens ordered pursuant to this Agreement.

D. Test Results.

- a. Contractor will result the test back to CDPH. CDPH is responsible for receiving waivers and consents from CDPH's Employees such that the results will be provided to CDPH. **Contractor will contact CDPH's Employees with the test result via the CDPH's Employees' email address and by phone.**

5. CDPH responsibilities

A. Documentation.

- a. CDPH shall provide Contractor with the following documentation:
 - i. (i) Authorization to Use and/or Disclose Protected Health Information (Exhibit D); and
 - ii. (ii) COVID-19 Employee Testing Consent Form (Exhibit E).

~~B. Results.~~

- ~~a. CDPH is responsible for providing the diagnostic report prepared by Contractor to the CDPH Employee.~~

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 Attachment I, of this Exhibit B.
- C. Invoices shall include the Agreement Number and shall be submitted ~~in triplicate~~ not more frequently than monthly in arrears to:

CHCQInvoice@cdph.ca.gov

Jen Hill
California Department of Public Health
CHCQ
MS 3304
1615 Capitol Ave
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: ~~\$500,000.00~~ **\$3,000,000.00**.

- F. **CDPH acknowledges and agrees that Contractor is providing convenience billing for the Clinicians on site at CDPH Facility Locations and CDPH will pay Contractor for the time periods that Clinicians are onsite and ready to serve CDPH employees according to the estimated fee schedule for Clinicians set forth in Attachment 1, of this Exhibit 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.

Exhibit B
Budget Detail and Payment Provisions

- 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 *thirty (30)* 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.

5. Expense Allowability / Fiscal Documentation

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

6. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
- 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule agreeable between the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.

Exhibit B


Budget Detail and Payment Provisions

- 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 B Attachment I

Contractor will invoice CDPH for the Services at the below rates:

1) Testing Services:

 Viracor Eurofins Clinical Diagnostics				
TEST INFORMATION	VALIDATED SPECIMEN TYPES	METHODOLOGY	CPT CODE(s) (for informational purposes only)	CLIENT PRICE
<i>Infectious Disease</i>				
8398	Coronavirus SARS-CoV-2 RT-PCR	BAL, Nasal Swab, Nasal Wash, NP Swab, NP Wash	Real-time RT-PCR	U0003 \$70.00

2) Clinician Services: Weekly fee for Phoenix Medical Staffing COVID Site Manager is estimated to be \$4,600 per CDPH Facility Location.

Exhibit F
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

"Breach" means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
 - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

Exhibit F
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or
2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or
4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or
7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or
2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

Exhibit F
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located,, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

Exhibit F
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and

Exhibit F
Information Privacy and Security Requirements
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5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
 1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
 1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

Exhibit F
Information Privacy and Security Requirements
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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

Exhibit F
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- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Exhibit F
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary

Exhibit F
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

- J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

Exhibit F
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
 - B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
 - C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.
4. **Business Continuity / Disaster Recovery Controls**
- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
 - B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.
5. **Paper Document Controls**
- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
 - B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
 - C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
 - D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
 - E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving

Exhibit F
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

- F. **Mailing.** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Exhibit G
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.
- 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. 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. 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.

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 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 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.** 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 with the clauses set forth in paragraphs (b)(1) through (4) of this section.

3. 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. 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.

4. 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. 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.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date:

7. 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;
 - i. Meeting contract performance requirements; or
 - i. 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.

8. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- A. The Contractor agrees to provide the State of California, 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.
- B. 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.
- C. 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.
- D. In compliance with the Disaster Recovery Act of 2018, the State of California 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.

9. 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.

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.

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES

AGREEMENT NUMBER

20-10606

AMENDMENT NUMBER

A2

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Eurofins Viracor, Inc.

2. The term of this Agreement is:

START DATE

August 11, 2020

THROUGH END DATE

June 30, 2021

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

\$6,000,000.00

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 add \$3,000,000.00 to the agreement making the new agreement total \$6,000,000.00 and to extend term end date from 01/31/2021 to new term end date of 06/30/2021.

II. The Amounts Payable as listed in the original agreement, Exhibit B Section 1. Paragraph E., shall be revised and replaced to read as follows:
The amounts payable under this agreement shall not exceed: \$6,000,000.00.*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.)

Eurofins Viracor, Inc.

CONTRACTOR BUSINESS ADDRESS

1001 NW Technology Drive

CITY

Lee's Summit

STATE

MO

ZIP

64086

PRINTED NAME OF PERSON SIGNING

Michelle Altrich

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

1/12/2021

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, MS 1802

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tim Bow

TITLE

Procurement Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EO N-25-20, A Proclamation of A State of
Emergency

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER

20-10606

AMENDMENT NUMBER

A3

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Eurofins Viracor, Inc.

2. The term of this Agreement is:

START DATE

August 11, 2020

THROUGH END DATE

June 30, 2022

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

\$8,724,744.00

Eight Million Seven Hundred Twenty Four Thousand Seven Hundred Forty Four 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 add \$2,724,744.00 to the current budget of \$6,000,000.00 bringing the new agreement total to \$8,724,744.00, extend the term end date from 06/30/2021 to 06/30/2022, and add two additional testing locations to the agreement.

II. Exhibit A, Attachment III, CDPH Facility Locations, has been revised to include additional locations, as attached.

III. Exhibit B, Budget Detail and Payment Provisions, Section 1. Paragraph E., Amounts Payable, shall now read as follows, The amounts payable under this agreement shall not exceed: \$8,724,744.00.

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.)

Eurofins Viracor, Inc.

CONTRACTOR BUSINESS ADDRESS

1001 NW Technology Drive

CITY

Lee's Summit

STATE

MO

ZIP

64086

PRINTED NAME OF PERSON SIGNING

Michelle Altrich

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED


4/30/2021

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
20-10606	A3	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME				
California Department of Public Health				
CONTRACTING AGENCY ADDRESS		CITY	STATE	ZIP
1616 Capitol Avenue, MS 1802		Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING		TITLE		
Amy Manasero		Assistant Branch Chief		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
				
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable) EO N-25-20, A Proclamation of A State of Emergency/PCC 1102		

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 7 PAGES

AGREEMENT NUMBER

20-10606

AMENDMENT NUMBER

A04

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Eurofins Viracor, LLC

2. The term of this Agreement is:

START DATE

August 11, 2020

THROUGH END DATE

June 30, 2022

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

\$12,790,344.00

Twelve Million Seven Hundred Ninety Thousand Three Hundred Forty Four 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 add \$4,065,600.00 to the current budget of \$8,724,744.00 bringing the new agreement total to \$12,790,344.00, update the vendor's name, to revise the Scope of Work updating the CDPH contact information and to revise the documentation policy, and adding eight testing locations to Exhibit A Attachment III, due to the recent statewide surge of COVID-19 cases.

II. Exhibit A, Scope of Work, Section 3. Project Representatives, Paragraph A and Section 5. CDPH Responsibilities have been revised as attached.

III. Exhibit A, Attachment III, CDPH Facility Locations, has been revised to include additional locations as attached.

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.)

Eurofins Viracor, LLC

CONTRACTOR BUSINESS ADDRESS

1001 NW Technology Drive

CITY

Lee's Summit

STATE

MO

ZIP

64086

PRINTED NAME OF PERSON SIGNING

Michelle Altrich

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

20-Aug-2021

Electronically signed by: Michelle Altrich
Reason: I have read and approved.
Date: Aug 20, 2021 10:11 CDT

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

20-10606

AMENDMENT NUMBER

A04

Purchasing Authority Number

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, MS 1802

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Amy Manasero

TITLE

Assistant Branch Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Digitally signed by Amy Manasero
Date: 2021.08.21 06:36:27 -07'00'

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EO N-25-20, A Proclamation of A State of
Emergency

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide the following services to the California Department of Public Health ("CDPH").

Contractor will provide the following services pursuant to Exhibit A – Attachment I and II. Delivery of specimen collections kits for Coronavirus SARS-CoV-2 RT-PCR testing. Contractor will arrange for an authorized healthcare provider to collect the CDPH Employee's specimen. Contractor will provide test results to CDPH designated recipient for employee notification.

2. Service Location

The services shall be performed at the CDPH locations listed on Exhibit A – Attachment III.

3. Project Representatives

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

California Department of Public Health	Eurofins Viracor, Inc. <u>LLC</u>
Attention: Jennifer Hill <u>Adam Odabashian</u> Telephone: (916) 552-8722 <u>322-3447</u> Fax: E-mail: Jennifer.Hill3@cdph.ca.gov <u>Adam.Odabashian@cdph.ca.gov</u>	Attention: Hector Carrasco Telephone: (682) 777-8657 Fax: E-mail: HectorCarrasco@Viracor-Eurofins.com

B. Direct all inquiries to:

California Department of Public Health	Eurofins Viracor, Inc. <u>LLC</u>
Attention: Jennifer Hill <u>Adam Odabashian</u> 1616 Capitol Avenue MS 3202 Sacramento, CA 95814 Telephone: (916) 552-8722 <u>322-3447</u> E-mail: Jennifer.Hill3@cdph.ca.gov <u>Adam.Odabashian@cdph.ca.gov</u>	Attention: Hector Carrasco Address: 1001 NW Technology Drive Lee's Summit MO 64086 Telephone: (682) 777-8657 Fax: E-mail: HectorCarrasco@Viracor-Eurofins.com

C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Federal ID #: 27-0218809
FI\$CAL ID # :TBD
Contractor: Eurofins Viracor, Inc. LLC
Attention: Fifth Third Bank, Billing Department
Address: 2695 Momentum Place Chicago, IL 60689-5326
Phone: 1-877-303-5198
Email: Billing@viracor-eurofins.com <u>Billing@eurofins-viracor.com</u>

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.

4. Services to be Performed

The contractor will provide the following services to CDPH field staff.

A. Collection Kits.

- a. Contractor will provide the specimen collection kits, in the amount and the type specified in the applicable order, to be delivered to designated locations and used at specific draw sites. CDPH will only use these collection kits to order Services from Contractor. Collection kits shall not be used to send specimens to other third party laboratories.

B. Specimen Collection.

- a. Contractor will arrange for an authorized healthcare provider to collect the CDPH's Employees' specimens at designated draw sites at designated draw times utilizing Contractor's network of clinically appropriate practitioners ("Clinicians"). The Clinicians will perform the specimen collection services according to the policies and procedures agreed to by the parties. Collection services will be provided at the facilities shown on Exhibit A – Attachment III.

C. Testing.

- a. Contractor will perform clinical laboratory testing on all specimens ordered pursuant to this Agreement.

D. Test Results.

- a. Contractor will result the test back to CDPH. CDPH is responsible for receiving waivers and consents from CDPH's Employees such that the results will be provided to CDPH. Contractor will contact CDPH's Employees with the test result via the CDPH's Employees' email address and by phone.

5. CDPH responsibilities

A. Documentation.

- a. CDPH shall provide Contractor with the following documentation:
 - i. Authorization to Use and/or Disclose Protected Health Information (Exhibit D); and
 - ii. COVID-19 Employee Testing Consent Form (Exhibit E).

- b. CDPH certifies and warrants that the electronic file submitted by CDPH to Contractor includes accurate information regarding CDPH's receipt of the following documentation for each individual tested:
- i. Authorization to Use and/or Disclose Protected Health Information; and
 - ii. The COVID-19 Employee Testing Consent Form. CDPH shall keep the above listed documentation for a period of five (5) years following the date of the collection of the specimen. CDPH shall provide copies of the documentation to Contractor upon Contractor's reasonable request.

CDPH FACILITY LOCATIONS

[illegible]