

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-10367

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

Nuna Consulting Group LLC

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

August 31, 2021

3. The maximum amount of this Agreement is:

\$3,000,000.00

Three million dollars and no cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit A	Attachment I - NUNA Proposal for Equity Focused Incentive Program Awareness Campaign	13
Exhibit B	Budget Detail and Payment Provisions	3
+ - Exhibit C*	General Terms and Conditions	04/2017
+ - Exhibit D	Special Terms and Conditions	8
+ - Exhibit E	FEMA	6
+ -		

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

These documents can be viewed at <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.)

NUNA Consulting Group LLC

CONTRACTOR BUSINESS ADDRESS

3220 Sepulveda Blvd, Suite 204

CITY

Torrance

STATE

CA

ZIP

90505

PRINTED NAME OF PERSON SIGNING

Ricki McCarroll

TITLE

Founder & Principal Consultant

CONTRACTOR AUTHORIZED SIGNATURE

Ricki McCarroll

Digitally signed by Ricki McCarroll
Date: 2021.07.01 14:30:05 -07'00'

DATE SIGNED

07/01/2021

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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AGREEMENT NUMBER

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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1615 Capitol Ave

CITY

Sacramento

STATE

CA

ZIP

95814


PRINTED NAME OF PERSON SIGNING

Amy Manasero

TITLE

Assistant Branch Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Amy Manasero Digitally signed by Amy Manasero
Date: 2021.07.01 15:04:48 -07'00'

DATE SIGNED

7/1/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EO-N-25-20-COVID19

PCC-1102

Exhibit A Scope of Work

1. Service Overview

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

In response to the Governor's Proclamation of a State of Emergency dated March 4, 2020, and Executive Order N-25-20, due to current public health emergencies, the California Department of Public Health (CDPH) has determined that CDPH must take immediate action.

Focusing on equity and expedited timelines, the Contractor will deploy a public awareness campaign to promote the state's vaccine incentive program. The two-prong strategy to reach three (3) county priority group with the highest no shot population and a secondary priority group of eight (8) counties in the Central Valley to serve our most vulnerable communities equitably.

2. Service Location

The services shall be performed in counties throughout California.

3. Service Hours

The services shall be provided during normal Contractor working hours 8:00 a.m. to 5:00 p.m., Monday through Friday, including state official holidays.

4. Project Representatives

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

California Department of Public Health Phebe Lapinig, Program Analyst Telephone: (916) 210-1528 Fax: (916) 650-6420 E-mail: Phebe.Lapinig@cdph.ca.gov	NUNA Consulting Group Ricki McCarroll Telephone: 202 503 9169 C 310 365 5272 Fax: N/A E-mail: ricki@nunaconsultgroup.com
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B. Direct all inquiries to:

California Department of Public Health CDPH – Emergency Preparedness Office Attention: Phebe Lainig Mail Station Code 7002 1615 Capitol Ave. 73.373 Sacramento, CA 95814 Telephone: (916) 210-1528 Fax: (916) 650-6420 E-mail: Phebe.Lapinig@cdph.ca.gov	NUNA Consulting Group Attention: Ricki McCarroll 3220 Sepulveda Blvd, Suite 204 Torrance, CA 90505 Telephone: 202 503 9169 Cell: 310 365 5272 E-mail: ricki@nunaconsultgroup.com
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C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Contractor: NUNA Consulting Group
Attention "Cashier":
255 W 5th Street, #517
San Pedro, CA 90731
202 503 9169
CELL: 310 365 5272
ricki@nunaconsultgroup.com

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

5. SERVICES TO BE PERFORMED

A. BACKGROUND AND PURPOSE

On March 4, 2020, Governor Gavin Newsom declared a State of Emergency as a result of the threat of a global pandemic related to the outbreak of coronavirus (COVID-19) illness in the State of California. This Executive Order provided, among other things, that the State must prepare for, respond to, and implement measures to mitigate the spread of coronavirus and prepare for increasing numbers of individuals requiring care.

To end COVID-19's devastating impact on California, it is critical that all eligible Californians receive the prescribed dose(s) of the COVID-19 vaccine. This includes hard-to-reach, disadvantaged and communities of color, many of whom suffered disproportionate health effects from COVID-19, but nonetheless are reluctant to receive immunization.

On May 27, 2020, the Governor announced a multi-faceted vaccine incentive program designed to motivate Californians to get their vaccination. The incentives aim to give an extra nudge to those who still need to get vaccinated against COVID-19, especially those in hard-to-reach communities, while also thanking everyone who has already been vaccinated.

This Agreement is in response to an emergency, as defined by section 1102 of the California Public Contract Code. Time is of the essence with respect to all tasks, deliverables, timeframes, and obligations under this Agreement.

B. CONTRACTOR RESPONSIBILITIES

Focusing on equity and expedited timelines, the Contractor will deploy a public awareness campaign to promote the state's vaccine incentive program. The two-prong strategy to reach three (3) county priority group with the highest no shot population and a secondary priority group of eight (8) counties in the Central Valley to serve our most vulnerable communities equitably.

Services shall include:

1. Provide a comprehensive state vaccine incentives awareness campaign plan in support of the following priorities:
 - a. Develop a strategic and overarching approach for public health messaging handling the benefit of being vaccinated and offering information about the state vaccine incentive program.
 - b. Develop a highly targeted campaign that is cost effective and maximizes reach of targeted groups determined by CDPH, based on the most available vaccination rate data.
 - c. Prioritize the campaign's goals and objectives and emphasize public health strategies and tactics that ensure users are reached where they consume information in multiple languages.
 - d. Select and manage vendors and subcontracts, as needed.
 - e. Build upon the existing public awareness campaigns focused on vaccines – using assets as appropriate and utilizing the current campaign branding.
 - f. Oversee all project management and provide reports as necessary throughout the deployment process.
2. Conceptualize, develop, and produce advertising campaigns and assets, including activities such as:
 - a. Develop creative brief(s), including campaign strategy statement, outlining potential settings, message variables (tone, appeal, etc.) and key messaging.
 - b. Secure the most cost-effective licensing buy-outs and talent agreements.
 - c. Anticipate changes based on consumer research, public health recommendations, feedback from partner organizations and/or scientific advancements.
 - d. Ensure that facts in new ads are valid and consistent with scientific direction from CDPH. Obtain legal review and network clearance of ads, prior to production.
 - e. Provide social media content to optimize the user's experience across social media platforms.
 - f. Provide culturally appropriate translation and adaptation services and coordination. The Contractor must provide in-language communication assets.
 - g. Deliver all produced advertising in requested formats (native files) to CDPH, for the purpose of archiving in accordance with the CDPH library cataloging format to be provided by the Contract Manager or Contract Manager's designee.
3. Create media buying plans that align with the strategic plan and effectively reach campaign specific target populations, including:
 - a. Negotiate the most cost-effective media placement to maximize target audience exposure with the recommended mediums to best reach target populations.
 - b. Ensure media placement begins rapidly, and which utilizes tailored/existing assets where possible.

- c. Report on the awareness campaign's implementation and outcomes, including media monitoring and optimizations, summarized media buy reports and post-analysis, and a summary evaluation of the effectiveness of media placement.
- d. Detailed reports of media placement to be provided in a spreadsheet, upon request, that shall provide detailed information on actualized media:
 - i. Total impressions delivered, as applicable to each advertising medium.
 - ii. Actual ratings delivered, as applicable for broadcast media.
 - iii. Target demographics, e.g., age, gender, racial/ethnic group used for planning and reconciling media performance.
 - iv. Detail by vendor, network or station for each designated media market (DMA) as applicable.
 - v. Dayparts by market, as applicable. Days aired and time(s) of day, upon request.
 - vi. For digital, the click-through rates and cost per click or the agreed upon key performance indicator.
 - vii. Third party measurement and detailed viewer data, as available, upon request.
- 4. Create an experiential, high touch, community visibility campaign providing wrap around support to existing vaccination clinic and/or events where available, and coordinating vaccination clinic events, as necessary. Tactics to execute this may include:
 - a. Community-based events including concerts, festivals, health fairs, lunch truck events;
 - b. Gas station takeovers through pump top and one sheet advertisements;
 - c. Wild/wheat postings in urban and metro counties with high foot traffic;
 - d. Digital media geo-fenced and geo-targeted display ads;
 - e. Out of Home through taxi digital displays, BLIP billboards, bus stop ads, bus wraps/car wraps (depending on availability);
 - f. Hyper-focused text message campaigns in-language where applicable; and
 - g. Community media efforts that include integrated print collateral outreach.
- 5. Develop and deploy an earned media strategy that wraps around specific activations that are interesting and innovative. This includes focusing on trusted ethnic media outlets, in addition to engaging mainstream media outlets.

The planning and execution of these tasks is based on the following assumptions:

- 1. CDPH will provide a specific list of zip codes of interest to deploy tactics in.
- 2. Key stakeholders (like local health jurisdiction partners) will be available in a timely manner for coordination.

C. PROPOSED INVESTMENT BREAKDOWN BY COUNTY

To assist with the planning and development of the awareness campaign, the Contractor shall aim to prioritize the available budget with the following breakdown by county. Adjustments may be made to the budgets below through written (e-mail) approval of CDPH. Additional budgetary and invoicing documentation requirements and expectations can be found within Exhibit A, Attachment 1 – NUNA Proposal, and Exhibit B, Budget Detail and Payment Terms.

Priority Group 1 Counties (Large Pop.): \$1,684,632.51

	Est non-fully vaccinated	% budget distro based on equity scale	Total Budget Allocation	NUNA 15% Cost	Net Spend Allocation
Los Angeles	1,959,585.20	30.00%	\$505,389.75	\$75,808.46	\$429,581.29
San Bernardino	763,440.30	35.00%	\$589,621.38	\$88,443.21	\$501,178.17
Riverside	645,156.30	35.00%	\$589,621.38	\$88,443.21	\$501,178.17
Totals	3,368,181.80	100.00%	\$1,684,632.51	\$252,694.88	\$1,431,937.63

Priority Group 2 Counties (Equity Counties): \$815,367.49

	Est. No Shot Pop Q1 + Q2	% budget distro based on pop	Total Budget Allocation	NUNA 15% Cost	Net Spend Allocation
Sacramento	315,375.00	19.35%	\$157,737.89	\$23,660.68	\$134,077.21
Kern	312,041.00	19.14%	\$156,070.36	\$23,410.55	\$132,659.81
Fresno	291,389.00	17.87%	\$145,741.06	\$21,861.16	\$123,879.90
Stanislaus	187,872.00	11.52%	\$93,966.02	\$14,094.90	\$79,871.12
Tulare	181,918.00	11.16%	\$90,988.07	\$13,648.21	\$77,339.86
San Joaquin	167,843.00	10.30%	\$83,948.32	\$12,592.25	\$71,356.07
Merced	99,218.00	6.09%	\$49,624.85	\$7,443.73	\$42,181.13
Kings	74,558.00	4.57%	\$37,290.91	\$5,593.64	\$31,697.28
Totals	1,630,214.00	100.00%	\$815,367.49	\$122,305.12	\$693,062.37

D. SCHEDULE OF DELIVERABLES

ITEM	EST. PERIOD OF PERFORMANCE
Initial planning meeting and finalize strategy	June 24, 2021
Deploy tactics in market (11 counties total)	July 1 – 31, 2021
Wrap up and reporting	August 1-30, 2021

E. REPORTS

The Contractor will provide the CDPH Project Representative, or their designee, with a report of activity under this contract on regular basis to the CDPH designated Project Management team. The Contractor and CDPH Project Representative shall agree upon all final format and content requirements of activity reports in writing via e-mail.

F. CDPH RESPONSIBILITIES

Each of the proposed responsibilities are required to support the implementation of the rapid response program:

1. CDPH shall designate a person to whom all Contractor communication shall be addressed, and who has the authority to act on all aspects of the services.
2. CDPH shall monitor and evaluate Contractor's reports, expenditures, and service deliverables to assess satisfactory performance and compliance with Agreement requirements. The determination of inadequate performance and noncompliance shall be made at the sole discretion of CDPH.
3. CDPH shall be available to support communications and activities between and among CBOs, CDPH contractors and subcontractors, other state contractors involved in the Vaccinate ALL 58 outreach and education campaign.
4. CDPH shall facilitate Contractor's access and utilization of the CORD data platform administered by the LWDA.
5. CDPH shall review all invoices submitted by Contractor and approve for payment in a timely manner, unless payments are withheld under paragraph 6.2. above.

Exhibit A – Attachment I

Equity-Focused Incentive Program Awareness Campaign

Focusing on equity and expedited timelines, we have developed a two-piece strategy to reach three (3) county priority group with the highest no shot population and a secondary priority group of eight (8) counties in the Central Valley to serve our most vulnerable communities equitably.

Priority Group 1 Counties (Large Pop.)	Priority Group 2 Counties (Equity Counties)
<ol style="list-style-type: none"> 1. Los Angeles (Select Critical Zip Codes) 2. San Bernardino 3. Riverside 	<ol style="list-style-type: none"> 1. Sacramento 2. Kern* 3. Fresno 4. Stanislaus 5. Tulare* 6. San Joaquin 7. Merced 8. Kings*

Each county will have place-based appropriate tactics and activations that fit the audiences individually and meeting them where they are geographically and emotionally to meet the three campaign objectives below:

Three Key Campaign Objectives:

- Flood the selected market
- Provide content that addresses key concerns underlying current barriers to vaccination
- Move target audiences to obtain a vaccination shot

With the three key campaign objectives in mind – we will also address the leading barriers to entry and through the deployment of tactics and activations with a detailed place-based approach with culturally appropriate integrations in partnership with NUNA partners Advoc8 and CDPH partner organizations.

Barrier to Entry	Solutions
1. Health Concerns	<ul style="list-style-type: none"> • Doctors from community clinics are present at every event/mobile clinic to answer questions about long-term effects, dispel misinformation and discuss rationale for those who've previously had Covid to get vaccinated

	<ul style="list-style-type: none"> Materials designed to address above health concerns are disseminated at each event/mobile clinic
2. Ease of Access	<ul style="list-style-type: none"> Mobile clinics in the community make it easier, less time consuming, and cheaper (i.e., no transportation costs) to obtain the vaccine Recovery bags make it easier, less time consuming and cheaper to prepare for vaccine recovery
3. Conversion Delay	<ul style="list-style-type: none"> Mobile clinic presence in prominent locations where members of community are already present, combined with incentive offerings, drive impulse conversion by those who are on the verge, encouraging them to vaccinate sooner rather than later

The following includes, but is not limited to, the variety of tactics we will deploy over a six (6) week campaign in all 11 counties at varying levels based on population size and needs from data sets and locations provided by CDPH. Not all tactics will be deployed around events, rather events and experiential activations will be utilized as additional tactics. See appendix for detailed tactics, activation implementation, and associated vendors.

Plus Up Existing Event

1.

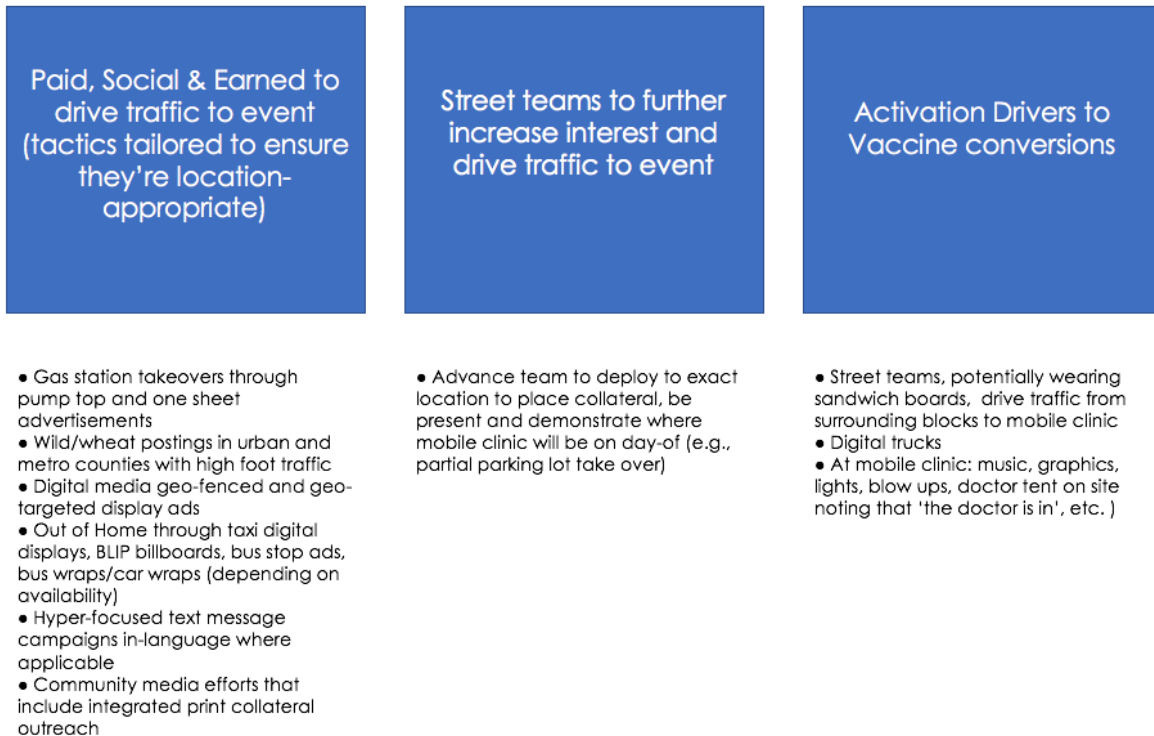
Events where CDPH is already participating

e.g. 7/7 Mexican Professional Soccer @ PayPal Park America vs. Atlas Friendly Match

2.

Existing events where CDPH could engage

e.g., local farmers market



Priority Group 1 Counties (Large Pop.)

Flood the market – Omnipresent Drumbeat to Break Barriers Depth Campaign

With the given timelines and budgets, the NUNA and Advoc8 teams recommend shifting to a high-volume targeted strategy to the top three no shot population counties of Los Angeles, San Bernardino, and Riverside in total targeting 3,368,182 people – approximately 54% of all the no shot population in the master 19 Q1 + Q2 counties.

We will completely flood the Los Angeles, San Bernardino, and Riverside counties in a concentrated effort to move the numbers to solve the ultimate challenge of disseminating the incentive program while simultaneously providing “high-touch” community visibility campaign and overwhelming public access via guerilla/out of home engagement provided by NUNA, Advoc8 and existing CDPH partners and programs.

We'll create a drumbeat approach in each county by facilitating a barrage of events over the course of the contract to move the needle and the numbers of vaccinated individuals by high-volume consistent touch in these counties that break down barriers directly on access, messaging, and visual capacity takeover in the three markets.

NUNA will obtain the schedule of events in which CDPH is already supporting with a mobile clinic, identify existing events where CDPH can plug in a mobile clinic and plan additional small-scale events in highly trafficked locations.

Priority Group 2 Counties (Equity Counties)

Prioritizing Culturally Focused, Place-Based Outreach Breadth Campaign

Ensuring that we are meeting people where they are both geographically, mentally, and emotionally, we have allocated a Central Valley budget based on total Q1 + Q2 no shot populations in those counties. Implemented at a smaller scale than the three high population counties, these activations will be intentional and grounded in community need by working with clinics and community-based organizations to best serve the community need at the door.

NUNA will need to be flexible in the deployment of these tactics and will actively report back to the CDPH team

For both priority groups, NUNA will use vaccine equity metric fact sheets for each county to devise and implement tactics that will most effectively reach the unique communities within each zip code – for example, text-messaging campaigns with county-specific language and statistics will be sent to individuals in rural counties who may be harder to reach through print or digital media and in turn we'll deploy large-scale digital billboards along Southern California commuter highways.

Wrap Around Earned Media Strategy

Earned media strategy would be a two-pronged approach that includes:

1. Mass media pitching blitz for community campaign awareness in all 11 markets; and
2. Targeted media pitching to demonstrate activity and results from actionable leadership lens
 - Boots on the ground approach CA is present, addressing questions and barriers head on;
 - Equity-focused media advisory to let people know which communities we're in; and
 - Results story post-events which demonstrate metrics/impact.

Deliverables Summaries

NUNA will serve as the prime contractor on this project over a four-week project window as the lead administrative, earned media, and paid media buy coordinator for the entirety of the project.

The on-the-ground and experiential support will be provided by NUNA subcontractor Advoc8. Both NUNA and Advoc8 have substantial history performing exemplary work for multiple California state agency offices including, but not limited to, the California Complete Count Office – Census 2020, California Endowment, Office of the Tribal Advisor to Governor Newsom, and the Native American Heritage Commission (California).

Deliverable 1 – Media Buy Strategy & Implementation Plan

The media buy strategy and implementation deck will be a living document with timelines, tactical engagements, lessons learned, and metrics that are reviewed three times a week with the State of California team on Mondays, Wednesdays, and Fridays until the end of the project.

Deliverable 2 – Language Translation and ADA Compliance

NUNA vendor Equity Upward will provide language translations for new materials being developed for the incentive program to be used in community on the ground in the Low English Proficiency (LEP) languages for our no shot populations in Q1 + Q2. Languages include, but aren't limited too: Spanish, Korean, Tagalog, Mandarin, Cantonese, Arabic, Vietnamese, Russian, and some Pacific Islander languages.

Deliverable 3 – Earned Media

Earned media strategy would be a two-pronged approach that includes:

3.1 Mass Media Blitz: three-week mass media pitching blitz for community campaign awareness in all 11 markets including:

- 5-6 event pitches and press releases
- 1 round of revision
- Calls and edits in real time if needed

3.2 Targeted OpED/Story Media Pitching: Work to place up to three (3) op/eds in regional newspapers in the state of California to demonstrate activity and results from actionable leadership lens guided by the following topics.

- Boots on the ground approach CA is present, addressing questions and barriers head on;
- Equity-focused media advisory to let people know which communities we're in; and
- Results story post-events which demonstrate metrics/impact.

Deliverable 4 – Event Sponsorships / Street Team Activations

- This budget is reserved for sponsorships of existing community events in the Priority Group 2 counties and hyper-local engagements in the Priority Group 1 that need fast engagement.

Deliverable 5 – Design & Creative

- NUNA creative team will be developing hyper-responsive materials to supplement the current Vax for the Win campaign collateral per individual activation for print and digital in media buys, fliers, post cards, wild postings, billboards, vinyl banners, and additional visual needs as items are needed for implementation real-time.

Deliverable 6 – Priority Group 1 Paid Media & Experiential Engagement

- Led by strategy developed by the NUNA team based on the top five zip codes in each county approved and provided by the state, NUNA subcontractor Advoc8 will deploy a combination of urban and on-the-ground tactics will be implemented in three counties for up to **three activations per week** for **three weeks** in the identified zip codes. Some tactics include:
 - **Gas station** takeovers through pump top and one sheet advertisements;
 - **Wild/wheat postings** in urban and metro counties with high foot traffic;
 - Digital media geo-fenced and geo-targeted **display ads**,
 - Out of Home through **taxi digital displays, BLIP billboards, bus stop ads, bus wraps/car wraps** (depending on availability);
 - Hyper-focused **text message campaigns** in-language where applicable; and
 - **Community media efforts** that include integrated print collateral outreach and street teams.
 - **For additional tactical details, please visit the appendix.**

Deliverable 7 – Priority Group 2 Paid Media & Experiential Engagement

- Led by strategy developed by the NUNA team based on the top five zip codes in each county approved and provided by the state, NUNA subcontractor Advoc8 will deploy a combination of locally driven tactics will be implemented in 11 counties for up to **three activations per week** for **three weeks** in the identified zip codes. Some tactics include:
 - **Gas station** takeovers through pump top and one sheet advertisements;
 - Digital media geo-fenced and geo-targeted **display ads**,
 - Community gatherings/block parties, food trucks, festivals/county fairs (depending on availability);
 - Hyper-focused **text message campaigns** in-language where applicable; and

- **Community media efforts** that include integrated print collateral outreach and street teams.
- **For additional tactical details, please visit the appendix.**

Deliverable 8 – Close Out Report

Delivered no later than 30 days post-project completion, the NUNA team will submit a comprehensive close out report with data metrics, photos, impressions, and conversion rates where available. [See example report here for a similar campaign NUNA ran for the same budgets here.](#)

Budgets & Billing

NUNA will invoice for labor hours in arrears and all supporting documentation via time sheets and vendor invoices with the exception of media buys which will be billed each week and due upon receipt with proof of insertion orders not to exceed the agreed upon budgets per county unless written authorization is given by the client. The budget is all inclusive and the State will not incur additional travel, technology or print costs.

Deliverables Budgets – Timeline July 2 – August 30, 2021	
1. Media Buy Strategy & Implementation Plan	\$12,000.00
2. Language Translation and ADA Compliance	\$25,000.00
3. Earned Media	\$55,000.00
4. Event Sponsorships / Street Team Activations / Additional Incentives as needed	\$303,000.00
5. Design & Creative	\$65,000.00
6. Priority Group 1 Paid Media & Experiential Engagement (see below for county-by-county budgets)	\$1,684,632.51
7. Priority Group 2 Paid Media & Experiential Engagement (see below for county-by-county budgets)	\$815,367.49
8. Close Out Report	\$40,000.00
Total	\$3,000,000.00

We divided the total paid budget to a priority allocation for the eight (8) counties based on no shot Q1 + Q2 population numbers in those counties. The remaining budget was distributed by percentage rate to the high-volume population leading three (3) counties.

Priority Group 1 Counties (Large Pop.): \$1,684,632.51

	Est non-fully vaccinated	% budget distro based on equity	Total Budget Allocation	NUNA 15% Cost	Net Spend Allocation
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		scale for high volume pop.			
Los Angeles	1,959,585.20	30.00%	\$505,389.75	\$75,808.46	\$429,581.29
San Bernardino*	763,440.30	35.00%	\$589,621.38	\$88,443.21	\$501,178.17
Riverside	645,156.30	35.00%	\$589,621.38	\$88,443.21	\$501,178.17
Totals	3,368,181.80	100.00%	\$1,684,632.51	\$252,694.88	\$1,431,937.63

Priority Group 2 Counties Total Budget: \$815,367.49

	Est. No Shot Pop Q1 + Q2	% budget distro based on pop	Total Budget Allocation	NUNA 15% Cost	Net Spend Allocation
Sacramento	315,375.00	19.35%	\$157,737.89	\$23,660.68	\$134,077.21
Kern*	312,041.00	19.14%	\$156,070.36	\$23,410.55	\$132,659.81
Fresno	291,389.00	17.87%	\$145,741.06	\$21,861.16	\$123,879.90
Stanislaus	187,872.00	11.52%	\$93,966.02	\$14,094.90	\$79,871.12
Tulare*	181,918.00	11.16%	\$90,988.07	\$13,648.21	\$77,339.86
San Joaquin	167,843.00	10.30%	\$83,948.32	\$12,592.25	\$71,356.07
Merced	99,218.00	6.09%	\$49,624.85	\$7,443.73	\$42,181.13
Kings*	74,558.00	4.57%	\$37,290.91	\$5,593.64	\$31,697.28
Totals	1,630,214.00	100.00%	\$815,367.49	\$122,305.12	\$693,062.37

APPENDIX

Using the high-level vaccination data to determine counties and zip code specific information on best tactics, NUNA will deploy a number of distinct, proven strategies to reach California's unvaccinated population, including:

- **Community-based events** including concerts, festivals, health fairs, lunch truck events.
- **Gas station** takeovers through pump top and one sheet advertisements;
- **Wild/wheat postings** in urban and metro counties with high foot traffic;
- Digital media geo-fenced and geo-targeted **display ads**,
- Out of Home through **taxi digital displays, BLIP billboards, bus stop ads, bus wraps/car wraps** (depending on availability);
- Hyper-focused **text message campaigns** in-language where applicable; and
- **Community media efforts** that include integrated print collateral outreach;

In addition, NUNA will engage with community partners currently hosting events across the state to **sponsor events, host booths at farmers markets, and create new earned media buzz** around the incentive program.

Wild/Wheat Postings (Seen Media):

Wild Postings will be distributed in urban/metro counties with high foot-traffic: Los Angeles, San Bernardino, Riverside, and Sacramento county. Additionally, the wild postings will be essential in reaching metropolitan communities without access to broadband who are more likely to interact with print ads placed within their communities versus digital ads.

Timeline note: Due to our current relationship with the vendor, with rush - we can get in-market in three business days with approved creative.

Text-messaging campaign (Everbridge):

Text messages with county-specific language/stats will be sent to individuals in rural counties with lower population numbers who may be harder to reach through traditional print and/or digital media. Our vendor Everbridge utilizes cell tower alerts rather than lists to reach our core audiences that we can target by Zip Code.

Timeline note: With rush - we can get in-market in approx 5 business days.

Taxi Digital Display (Firefly):

Taxi digital display ads will be used to target Los Angeles county, where private commercial transport is common. This is an outside cab promotion that are on top of the cabs literally driving around LA. Metrics included in-line. NUNA used a similar tactic for Census. We got approximately 5.5 million impressions in a two-week window.

Timeline note: With rush - we can get in-market in approx 5 business days.

DELIVERABLE 5.4

Taxi Cab Digital Sign Paid Ads

MEDIUM: Digital

BILLBOARD DIMENSIONS: 43.75" x 12.5" Digital

VENDOR: Firefly

FLIGHT DATES: 10/1/2020 – 10/7/2020

On September 29th, NUNA was given an additional budget of \$55,000 for ad buys in Los Angeles. NUNA then consulted Firefly, a company that works with taxi companies and rideshare drivers to install its proprietary advertising displays atop their vehicles in both Spanish and English. These proprietary screens deliver dynamic content based on location-based.

WiFi-enabled triggers. Within a day, NUNA had designed the digital ad and by October 1st, the ad was live in Los Angeles and lasted until October 8th.

The total estimated impressions are 5.5 million.

142 CALIFORNIA FOR ALL: CENSUS 2020

Government Operations Agency | California Complete Count - Census 2020
NUNA Consulting Group, LLC
Agreement # CCC-19-00003

Los Angeles

CAMPAIGN DATES	10/1/2020 – 10/7/2020
DIMENSIONS	43.75" x 12.5" Display Size
ESTIMATED CONTRACTED IMPRESSIONS	5,500,000



143

All Over Media (AOM)

NUNA will partner with All Over Media to implement gas station branding take-overs in some of the hardest to reach counties with larger populations of unvaccinated individuals. **The branding would consist of pump top adverts, door clings, ice box wraps, and one sheet posters.** Branding would have visibility within the gas station and from the street view. This is a proven tactic for market saturation to create awareness and on the ground visibility. See sample metrics snapshot below for impression numbers.

Timeline note: With rush - we can get in-market in approx 7-10 business days.

CALIFORNIA CENSUS



Campaign Dates:
9/11/2020 – 10/8/2020

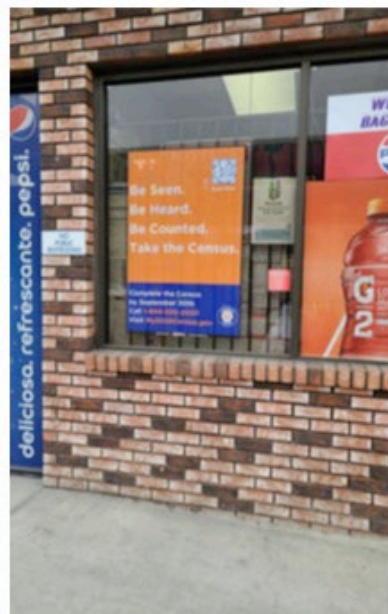
Total # of Locations:
232 Gas Pump Locations
248 One Sheet Locations
36 Ice Box Locations

Campaign Total:
\$120,000.00

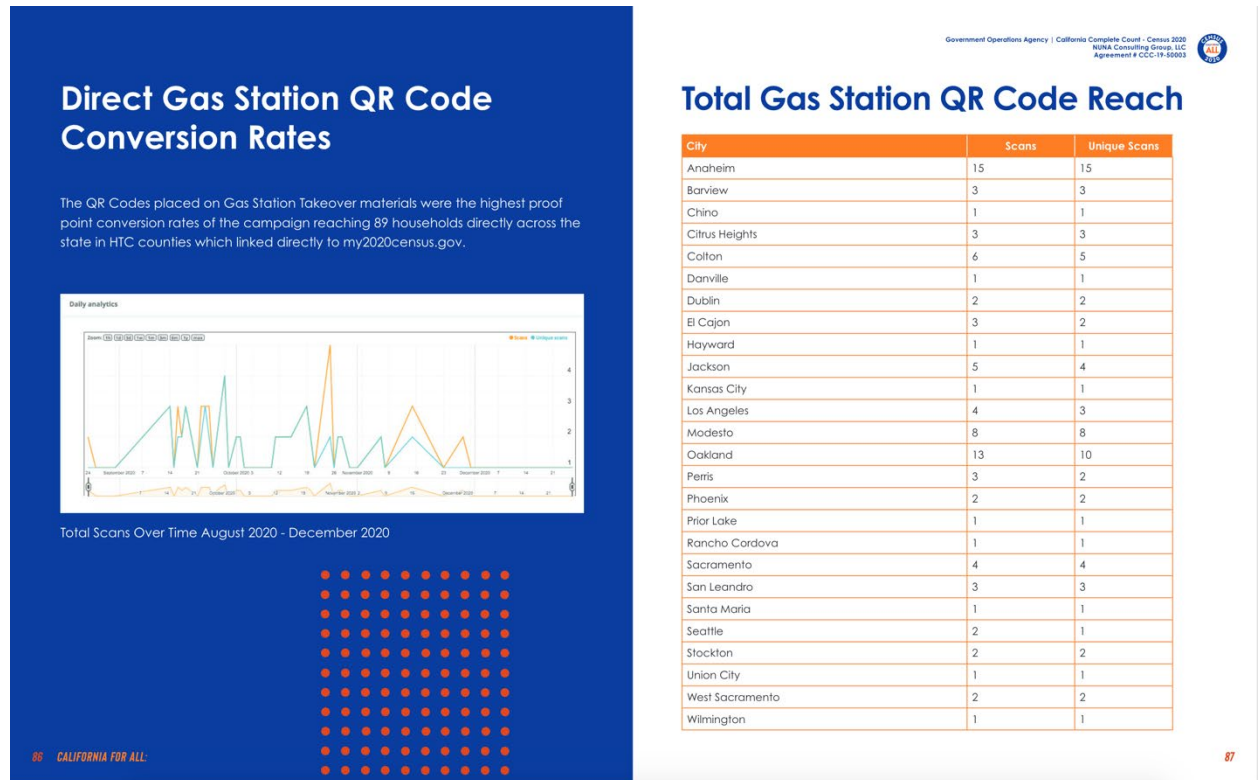
Total Impressions:
Gas Pump: 11,011,770
One Sheet: 12,155,850
Ice Box: 2,574,180

[For Additional Photos Click Here](#)

ACROSS THE COUNTRY. AROUND THE CORNER. **ALLOVER/MEDIA**



From our NUNA's experience with similar Census outreach, we also place QR codes on the creative that allows for additional metrics with actual conversion rates as seen in the graphics below. Our direct conversion rate for this tactic was 89 households in our target markets.



BLIP Billboards & Fairgrounds/Event Centers

Digital billboard advertisements allow for more visibility on highways and busy city streets. The goal for digital billboards is to reach individuals within hard-to-reach counties, and hard to reach individuals commuting to work or places of entertainment. With the summer months ahead, our plan is to also gain digital and print signage at fairgrounds and event centers within the 14 counties identified.

Timeline note: With rush - we can get in-market with digital billboards in 48 hours. Fairgrounds and event centers TBD on availability.

Bus Wraps/Street Flags/Bus Stop Ads

NUNA team is exploring opportunities for on-the-ground guerilla tactics that include bus wraps, street flags, and bus stop ads. These might not be deployable within our timetable, but we are actively engaging with vendors to get the detailed tactical information.

Reef Building – Downtown LA

The Reef is a 60,000 sq/ft creative complex that **runs next to the I-10 freeway**. It hosts **three billboards spanning 736 ft wide and 55 ft tall**. It has a prime location in Downtown Los Angeles and is at one of the epicenters of the largest homeless populations. This will create a huge impact in reaching LEP and the homeless populations.

At over 40,000 square feet, The Reef is now the largest digital out-of-home billboard in the world, and the highest Geopath-rated unit in the country, delivering over 173 million weekly impressions. This can make a huge impact in reaching our target audience.

Video about The Reef: <https://vimeo.com/395973224>. **We currently have a hold on an initial flight from 6/29-7/4. We have five days to confirm.** This would plus up our LA neighborhood outreach timing for wild postings.

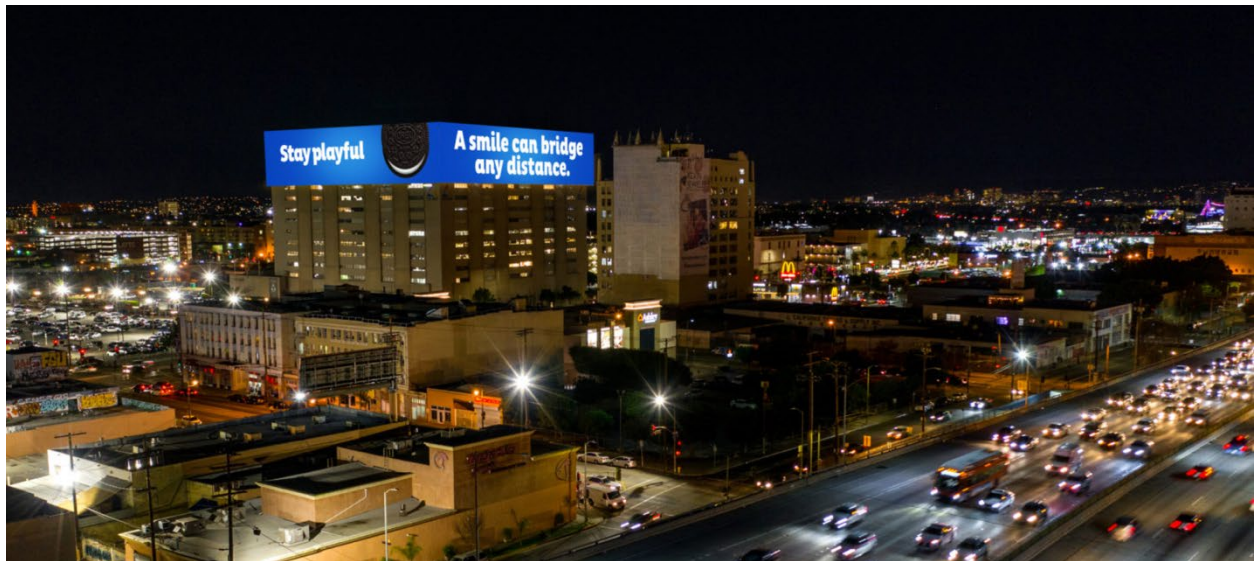


Exhibit B
Budget Detail and Payment Provisions

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 specified amount in this Exhibit B paragraph E – Amounts Payable.
- C. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Phebe Lapinig, Program Analyst
California Department of Public Health
Emergency Preparedness Office
Mail Station Code 7002
1615 Capitol Ave. 73.373
Sacramento, CA 95814

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

E. Amounts Payable

The amount payable under this agreement shall not exceed: \$3,000,000.00 (Three Million Dollars)

2. Budget Contingency Clause

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

Exhibit B
Budget Detail and Payment Provisions

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.
- 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.

Exhibit B

Budget Detail and Payment Provisions

- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

Exhibit D

Special Terms and Conditions [Rev 06-2019]

(Applicable to consultant and personal service contracts)

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

Index

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

Exhibit D
Special Terms and Conditions

1. Cancellation

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

2. Intellectual Property Rights

A. Ownership

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

Exhibit D Special Terms and Conditions

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

B. Retained Rights / License Rights

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

C. Copyright

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

Exhibit D

Special Terms and Conditions

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

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

D. Patent Rights

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

E. Third-Party Intellectual Property

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

F. Warranties

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

Exhibit D
Special Terms and Conditions

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

G. Intellectual Property Indemnity

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

Exhibit D

Special Terms and Conditions

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

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

H. Federal Funding

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

I. Survival

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

3. Confidentiality of Information

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

Exhibit D
Special Terms and Conditions

4. Dispute Resolution Process

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

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

5. Excise Tax

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

6. Evaluation of Contractor (Applies to Consultant Services Agreements only)

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

Exhibit D
Special Terms and Conditions

7. Performance Evaluation (Applies to Consultant Services Agreements only)

- A. The Contractor's performance under this agreement shall be evaluated at the conclusion of the term of this agreement. The evaluation shall include, but not be limited to:
 - 1) Whether the contracted work or services were completed as specified in the agreement, and reasons for and amount of any cost overruns.
 - 2) Whether the contracted work or services met the quality standards specified in the agreement.
 - 3) Whether the Contractor fulfilled all requirements of the agreement.
 - 4) Factors outside the control of the Contractor, which caused difficulties in contractor performance. Factors outside the control of the Contractor shall not include a Subcontractor's poor performance.
- B. The evaluation of the Contractor shall not be a public record (PCC 10370).

Exhibit E
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

Founder + CEO

Name and Title of Contractor's Authorized Official

Date: July 1, 2021

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.