

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

6141-2019

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Governor's Office of Emergency Services

CONTRACTOR NAME

Verily Life Sciences LLC

2. The term of this Agreement is:

START DATE

April 18, 2020

THROUGH END DATE

June 17, 2020

3. The maximum amount of this Agreement is:

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

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

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

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 These documents can be viewed at [www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx](http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx)

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

**CONTRACTOR**

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

Verily Life Sciences LLC

CONTRACTOR BUSINESS ADDRESS

269 East Grand Avenue

CITY

South San Francisco

STATE

CA

ZIP

94080

PRINTED NAME OF PERSON SIGNING

Andrew Conrad

TITLE

Chief Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE

Andrew Conrad

Digitally signed by Andrew Conrad  
 Date: 2020.04.21 11:55:09 -07'00'

DATE SIGNED

April 21, 2020

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

6141-2019

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Governor's Office of Emergency Services

CONTRACTING AGENCY ADDRESS

3650 Schriever Avenue

CITY

Mather

STATE

CA

ZIP

95655

PRINTED NAME OF PERSON SIGNING

Heather Carlson

TITLE

Assistant Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

*Heather Carlson*

DATE SIGNED

4/21/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

## **EXHIBIT A – SCOPE OF WORK**

### **Overview**

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

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

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

### **Services**

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

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

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

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

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

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

### 3. Research and Data Analytics.

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

### 4. Representations and Warranties.

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

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

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

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

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

Without limiting the foregoing:

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

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

Acknowledged and Agreed:

**[COUNTY]**

By:

Name:

Title:

Date:



## **EXHIBIT B – PAYMENT PROVISIONS**

### **1. INVOICING AND PAYMENT**

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in accordance with the Rates below.

B. Invoices must include:

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

C. Contractor shall submit invoices to:

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

D. Should an invoice be disputed, Contractor will correct all disputed items on the invoice and resubmit the invoice as indicated above. Failure to provide and resubmit corrected invoice will result in a delay of payment.

### **2. BUDGET CONTINGENCY CLAUSE**

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

### **3. PROMPT PAYMENT CLAUSE**

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

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

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**Key Assumptions:**

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

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

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**Components of Ongoing Site Costs**


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

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

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**Fees (per Test) Tiered Pricing**


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

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

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**San Mateo Event Center Expenses**


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

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

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

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by either party, either in whole or in part, without the consent of the other party in the form of a formal written amendment. For clarity, Verily shall have the right to subcontract its activities under the Agreement, provided that Verily shall remain responsible for the performance of any such subcontractors.
4. **AUDIT**: Verily agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation evidencing Verily's compliance with or breach of the terms of this Agreement. Verily agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Verily agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, to the extent possible and reasonable in light of the COVID-19 emergency, Verily agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **[INDEMNIFICATION: See Exhibit D #2.]**
6. **DISPUTES**: The parties shall continue with their responsibilities under this Agreement during any dispute.
7. **[TERMINATION FOR CAUSE: See Exhibit E #2.]**
8. **INDEPENDENT CONTRACTOR**: Verily, and the agents and employees of Verily, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **[RESERVED.]**
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Verily and, to the extent possible and reasonable for Verily to pass along its obligations to subcontractors in light of the COVID-19 emergency, its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Verily shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Verily and to the extent possible and reasonable for Verily to pass along its obligations to subcontractors in light of the COVID-19 emergency, its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Verily shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Verily and, to the extent possible and reasonable for Verily to pass along its obligations to subcontractors in light of the COVID-19 emergency, its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are included below (as modified).
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Verily, as provided herein, shall be in compensation for all of Verily's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. [RESERVED.]
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, Verily acknowledges in accordance with Public Contract Code 7110, that:
  - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

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

19. [RESERVED.]

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

# Contractor Certification Clauses


[CCC 04/2017 – As Modified]

## CERTIFICATION

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

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

By (Authorized Signature)

DocuSigned by:  
  
94C31CCAA50D493...

Printed Name and Title of Person Signing

Andrew Conrad                      Chief Executive Officer

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

### CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

1) the dangers of drug abuse in the workplace;

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

4. [RESERVED.]

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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



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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

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

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

## **EXHIBIT D – SPECIAL PROVISIONS**

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

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

- 1..1. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms of the contract.
- 1..2. Policy Cancellation or Termination & Notice of Non-Renewal – Verily is responsible to notify the State within thirty (30) business days of any cancellation, non-renewal or material change that affects required insurance coverage in accordance with policy provisions. New certificates of insurance are subject to the approval of the Department of General Services and the Verily agrees no work or services will be performed prior to obtaining such approval. In the event Verily fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 1..3. Premiums, Assessments and Deductibles – Verily is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 1..4. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 1..5. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VII. Verily will provide a Certificate of Insurance for its E&O coverage.
- 1..6. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of

insurance and not substituted by referring to such coverage on the certificate of insurance.

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

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

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

The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

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

The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

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

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

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

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

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

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

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

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

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

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

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

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

## **EXHIBIT E – FEMA PROVISIONS**

### **1. REMEDIES**

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

### **2. TERMINATION**

In addition to termination rights stated elsewhere in the agreement, the State may terminate this agreement immediately for cause upon Notice to the Contractor if the Contractor fails to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

A. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

C. **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

D. **Subcontracts.** To the extent possible and reasonable in light of the COVID-19 emergency, the contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor who has agreed to include the requirements in their subcontract with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### 5. **CLEAN AIR ACT**

A. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

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

C. To the extent possible and reasonable in light of the COVID-19 emergency, the contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

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

A. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

B. The contractor agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

C. To the extent possible and reasonable in light of the COVID-19 emergency, the contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

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

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

A. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. To the extent possible and reasonable in light of the COVID-19 emergency, the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

DocuSigned by:  
  
94C31CCAA50D493...  
Signature of Contractor's Authorized Official

Andrew Conrad                      Chief Executive Officer

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

4/21/2020  
Date: \_\_\_\_\_

**9. PROCUREMENT OF RECOVERED MATERIALS**

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

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

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

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

**10. ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- 1. The Contractor agrees to provide the State, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents,

papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions to confirm performance under the Agreement.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

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

**12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

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

**13. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

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

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



COVID-19 Baseline Data



### Data Transfer Plan

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



## COVID-19 Baseline Data

### 1. CONTACT INFORMATION

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

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

### 2. TRANSFER SPECIFICATIONS

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

### 3. DATA FORMAT

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



COVID-19 Baseline Data

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





COVID-19 Baseline Data

CVSX_Shortness_of_breath	Shortness of breath	Character	Yes No
CVSX_None_of_these	None of these	Character	Yes No
CVMANG	In general, do you currently have any health conditions that you manage (such as diabetes, asthma, or high blood pressure)?	Character	Yes No
CVCOND_chronic_lung_disease	Chronic lung disease	Character	Yes No
CVCOND_congestive_heart_failure	Congestive heart failure	Character	Yes No
CVCOND_hemodialysis	Hemodialysis	Character	Yes No
CVCOND_i_currently_under_chemotherapy_or_radiation_for_cancer	Currently under chemotherapy or radiation for cancer	Character	Yes No
CVCOND_immune_system_suppression	Immune system suppression	Character	Yes No
CVCOND_obesity_with_a_bmi_greater_40	Obesity	Character	Yes No
CVCOND_other_cardiovascular_disease	Other cardiovascular disease	Character	Yes No
CVCOND_type_1_diabetes	Type 1 diabetes	Character	Yes No
CVCOND_type_2_diabetes	Type 2 diabetes	Character	Yes No
CVCOND_chronic_renal_disease	Chronic renal disease	Character	Yes No
CVCOND_chronic_hepatic_disease	Chronic hepatic disease	Character	Yes No
CVCOND_other	Other	Character	Yes No
CVCOND_none_of_these	None of these	Character	Yes No
CVPREG	Are you currently pregnant?	Character	Yes No
age	Age	Numeric	
home_state	Home state	Character	
site	Testing Site Name	Character	
csp_tag	Screening eligibility at time of screening	Character	
phs_score_v1	Score v1	Numeric	
phs_score_v2	Score v2	Numeric	
sx_count	Symptom Count	Numeric	
occupation	Occupation	Character	
california_timestamp	Timestamp (PST)	Numeric	



COVID-19 Baseline Data

screeener_version	Screeener version	Character	v1 v2
current_eligible	Currently eligible	Character	
county	County Name based on zip code	Character	

**4. DATA TRANSFER METHOD**

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

**5. DATA TRANSFER FREQUENCY**

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



COVID-19 Baseline Data

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