

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-11305	PURCHASING AUTHORITY NUMBER (If Applicable)
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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
County of Humboldt

2. The term of this Agreement is:

START DATE
June 1, 2023

THROUGH END DATE
June 30, 2025

3. The maximum amount of this Agreement is:
\$1,037,037.00 (One Million Thirty-Seven Thousand Thirty-Seven Dollar and Zero Cents)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	3
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Exhibit C *	General Terms and Conditions	GTC (04/2017)
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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.)
County of Humboldt

CONTRACTOR BUSINESS ADDRESS 825 5th Street, Room 126	CITY Eureka	STATE CA	ZIP 95501
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PRINTED NAME OF PERSON SIGNING Emi Botzler-Rodgers	TITLE Director, Behavioral Health
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-11305	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 8200, P. O. Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Maksim Lyulkin

TITLE

Chief, Fi\$Cal Services Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AB 178 Chap 45 Section 141

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH), Injury and Violence Prevention Branch (CDPH/IVPB), the services described herein.

CDPH/IVPB established an Office of Suicide Prevention (OSP) in 2021 through Assembly Bill (AB) 2112 to elevate suicide as a public health concern in California. The mission of the OSP is to address the root causes of suicide and self-harm injuries through strong partnerships, dissemination of data, and promotion of evidence-informed public health prevention strategies that create safe and healthy communities across California.

In addition, the OSP was allocated funding in the Governor's 2022-2023 Budget to implement the Youth Suicide Reporting and Crisis Response Pilot Program (Program). The Program's funded Pilot Projects (carried out at the local level) will develop and test models for making youth suicide and attempted suicide reportable events that initiate rapid and comprehensive responding (i.e., crisis response) to reported youth suicide deaths and attempted suicides.

This Contract implements the Program's community-level Pilot Project (Pilot Project) component, supporting efforts to plan, develop, build-upon, and/or test approaches and models for rapid reporting and comprehensive crisis response to youth suicide and suicide attempts in youth 25 and under. This includes processes for establishing youth suicide and suicide attempts as locally reportable events that initiate crisis response services, supports, prevention efforts, and resource connections at the local level for youth, families, schools, and the community, as applicable.

The Contractor, informed by CDPH/IVPB, shall carry out activities focused on 1) Rapid Reporting of Youth Suicides and Suicide Attempts, and/or 2) Crisis Response to Youth Suicides and Suicide Attempts. Activities may include Planning/Coordination and/or Implementation related to Rapid Reporting and/or Crisis Response. The Contractor shall Evaluate all Rapid Reporting and Crisis Response activities that are implemented at the local level, as well as all other activities that are implemented as part of this contract (e.g., broader suicide prevention efforts). The Contractor shall focus activities in designated catchment area(s)/jurisdiction(s) that the Pilot Project identifies [e.g., the entire county, city, unincorporated areas, designated neighborhood(s), zip code(s)]. The Contractor shall identify and incorporate methods to promote equity throughout all Pilot Project activities.

The Contractor shall participate in CDPH/IVPB's Program-level evaluation of the Pilot Program that will be facilitated by the CDPH/IVPB-identified Evaluation Contractor. The Contractor shall participate in Training and Technical Assistance (T&TA) focused on Rapid Reporting and Crisis Response provided by the CDPH/IVPB-identified T&TA provider. The Contractor shall engage and/or convene local-level advisory board(s) and/or coalition(s) focused on the prevention of youth suicide to guide and help sustain all activities implemented as part of this contract. The Contractor may also implement other general local suicide prevention activities, including, for example, support/adoption of the California Violent Death Reporting System (CalVDRS) and/or syndromic surveillance to carry out surveillance and data-informed program planning focused on prevention of suicide and suicide attempts.

All Contractor activities related to 1) Rapid Reporting and 2) Crisis Response (including efforts related to Planning/Coordination, Implementation, and local-level Evaluation) are subject to review and approval from CDPH/IVPB prior to beginning work. The Contractor shall develop an Implementation Schedule and Plan that describes planned activities and associated timelines. The Contractor shall submit quarterly reports and participate in quarterly meetings with CDPH/IVPB to discuss the status of activities outlined in the Implementation Schedule and Plan.

CDPH/IVPB reserves the right to extend or shorten the term and increase or decrease the funding amount of the resulting agreement via an amendment. Contract agreement extensions are subject to satisfactory performance and funding availability. This agreement will reimburse expenses incurred in arrears only.

2. Service Location

The services shall be performed at the Contractor's place of business and/or facilities available to Contractor in California as well as other locations within the state such as, but not limited to, other locations within the state where events, trainings, meetings, and conferences will be held.

3. Service Hours

In general, the services shall be provided during normal State business hours, Monday - Friday, 8:00 A.M. – 5:00 P.M. Pacific Standard Time (PST), excluding State Holidays.

4. Project Representatives

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

California Department of Public Health	County of Humboldt
Dr. Renay Bradley Telephone: (206) 852-7066 Fax: N/A E-mail: renay.bradley@cdph.ca.gov	Jeremy Nilsen Telephone: (707) 388-6683 Fax: N/A E-mail: jnilsen@co.humboldt.ca.us

B. Direct all inquiries to:

California Department of Public Health	County of Humboldt
Injury and Violence Prevention Branch Attention: Dr. Renay Bradley 1616 Capitol Avenue, Suite 74.317 MS 1800, P.O. Box 997337 Sacramento, CA, 997377 Telephone: (206) 852-7066 Fax: N/A E-mail: renay.bradley@cdph.ca.gov	DHHS, Children's Behavioral Health Attention: Jeremy Nilsen 2440 6th Street Eureka, CA 95501 Telephone: (707) 388-6683 Fax: N/A E-mail: jnilsen@co.humboldt.ca.us

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

Remittance Address
County of Humboldt Attn: Department of Health & Human Services, BH Fiscal 507 F Street Eureka, CA 95501 Phone: 707-441-5446

Fax: N/A

Email: MHBFinancialServices@co.humboldt.ca.us

- 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. Progress Reports and Meetings

- A. Contractor shall submit quarterly progress reports to CDPH/IVPB to determine if the Contractor is on the right track with contract implementation. Progress reports shall be cumulative in nature and include an overview of Pilot Project activities, a brief summary of work performed to date for each activity, any partners involved in work activities and their roles, and the status of each activity (e.g., on track, completed). In addition, progress reports shall include a description of any barriers/challenges that were experienced, any steps that were taken by the Contractor to address barriers/challenges, and requests for support from CDPH/IVPB to help address barriers/challenges (as needed). Progress reports shall be submitted by September 30, 2023; December 31, 2023; March 31, 2024; June 30, 2024; September 30, 2024; December 31, 2024; March 31, 2025; and June 30, 2025.
- B. The Contractor shall develop and submit a final local-level evaluation report to CDPH/IVPB by April 30, 2025. The final evaluation report shall include an overview of the Pilot Project local evaluation (e.g., summary of methods), project objectives and the extent to which they were met/achieved (e.g., number and type of activities completed), other relevant evaluation results/findings, a description of partners involved in the project and their roles, successful/promising practices related to Reporting and Crisis Response for youth suicide prevention that were identified via the Pilot Project, and recommendations for successful implementation of comparable work in the future.
- C. Contractor shall participate in quarterly (at a minimum) meetings with CDPH/IVPB to determine if the Contractor is on the right track with contract implementation. Meetings shall be held to review/discuss progress reports and determine whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be quickly developed.
- D. By April 30, 2025, the Contractor shall hold a meeting with CDPH/IVPB at which the Contractor shall present an overview of the Pilot Project local evaluation (e.g., summary of methods), project objectives and the extent to which they were met/achieved to date (e.g., number and type of activities completed), other relevant evaluation results/findings to date, a description of partners involved in the project and their roles, successful/promising practices related to Reporting and Crisis Response for youth suicide prevention that were identified via the Pilot Project, and recommendations for successful implementation of comparable work in the future.

6. Services to be Performed

A. Implementation Schedule and Plan

- 1) The Contractor, informed by CDPH/IVPB, is responsible for managing implementation of the Pilot Project and undertaking activities (i.e., Planning/Coordination, Implementation, Evaluation) focused on Rapid Reporting of Youth Suicides and Suicide Attempts and/or Crisis Response to Youth Suicides and Suicide Attempt in the identified catchment area(s)/jurisdiction(s). Within thirty (30) calendar days of the execution of this contract, the

Contractor shall provide CDPH/IVPB with an Implementation Schedule and Plan that shall include but not be limited to:

- a) A description of major activities (i.e., Planning/Coordination, Implementation, and/or Evaluation) focused on Rapid Reporting and/or Crisis Response to be implemented throughout the entirety of the contract period and associated timelines;
 - b) A brief justification that provides the rationale for all major activities (i.e., why each activity is being proposed);
 - c) Objectives for all major activities that are specific, measurable, attainable, realistic, time-bound, inclusive, and equitable;
 - d) Responsible parties for major activities, including proposed subcontractor roles (if any).
- 2) The Contractor may update the Implementation Schedule and Plan after conducting initial Planning/Coordination activities, as needed. The Implementation Schedule and Plan are subject to CDPH/IVPB review and approval, and no activities may take place until CDPH/IVPB approval is granted. Throughout the lifecycle of the contract, the Contractor is responsible for notifying and requesting CDPH/IVPB approval of significant changes or deviation to the CDPH/IVPB approved Implementation Schedule and Plan at least fourteen (14) calendar days prior to making any proposed change.

B. Planning/Coordination Activities for Rapid Reporting

- 1) Upon approval from CDPH/IVPB and as relevant to the Pilot Project, coordinate with relevant partners to develop comprehensive plans for rapid reporting of youth suicide and suicide attempts, where the goal of the rapid reporting is to initiate crisis response services and supports for impacted youth, families, and communities. The planning/coordination process shall include development of an asset map and gap analysis (or use of similar tools/processes) to identify local resources (e.g., rapid reporting systems/structures) that are currently in place, as well as gaps where rapid reporting-related resources are limited or not in place. The Contractor shall use results of the asset map and gap analysis to guide related Pilot Project implementation efforts (when implementation is intended to occur within/during the Pilot Project). The plan(s) that is developed shall include (but not be limited to) the following information:
 - a) A brief description of the goal(s) for the plan, all those involved in its development, and processes that were used to develop the plan;
 - b) The results/conclusions of all planning/coordination efforts, including activities that are outlined as next steps designed to strengthen/build local-level rapid reporting systems intended to initiate services and supports for those impacted by youth suicides and attempts;
 - c) The designated catchment area(s) that are covered by the plan, the priority population(s) to be served by activities in the plan, and a justification for selection of the specified catchment area(s) and priority population(s);
 - d) Timelines (estimated time frame/length) for associated implementation of activities included in the plan (e.g., during the Pilot Project, after Pilot Project completion);
 - e) Suggested roles of specific partners and/or service providers that are intended to be involved in implementation of plan activities;
 - f) For activities that are not intended to be implemented during the Pilot Project, describe an estimated cost for activity implementation.

C. Planning/Coordination Activities for Crisis Response

- 1) Upon approval from CDPH/IVPB and as relevant to the Pilot Project, coordinate with relevant partners to develop comprehensive plans for provision of crisis response services and supports to youth, families, and communities in response to youth suicides and suicide attempts. The planning/coordination process shall include development of an asset map and gap analysis (or use of similar tools/processes) to identify local resources (e.g., crisis response services/supports) that are currently in place, as well as gaps where crisis response services/supports are limited or not in place. The Contractor shall use results of the asset map and gap analysis to guide related Pilot Project implementation efforts (when implementation is intended to occur within/during the Pilot Project). The plan(s) that is developed shall include (but not be limited to) the following information:
 - a) A brief description of the goal(s) for the plan, all those involved in its development, and processes that were used to develop the plan;
 - b) The results/conclusions of all planning/coordination efforts, including activities that are outlined as next steps designed to strengthen/expand/build local-level crisis response services and supports for those impacted by youth suicides and attempts;
 - c) The designated catchment area(s) that are covered by the plan, the priority population(s) to be served by activities in the plan, and a justification for selection of the specified catchment area(s) and priority population(s);
 - d) Timelines (estimated time frame/length) for associated implementation of activities included in the plan (e.g., during the Pilot Project, after Pilot Project completion);
 - e) Suggested roles of specific partners and/or service providers that are intended to be involved in implementation of plan activities;
 - f) For activities that are not intended to be implemented during the Pilot Project, describe an estimated cost for activity implementation.

D. Implementation Activities for Rapid Reporting

- 1) Upon approval from CDPH/IVPB and as relevant to the Pilot Project, the Contractor, either directly or via management of proposed subcontractors, shall implement activities to begin, sustain, and/or expand efforts related to rapid reporting of youth suicides and suicide attempts, as to be defined in the Implementation Schedule and Plan identified in Section A. Implementation Schedule and Plan.
 - a) Rapid reporting shall be structured to allow for rapid identification of youth suicides and attempts with the goal of rapidly initiating crisis response services and supports for youth, families, and communities impacted by reported suicides and attempts.
 - b) Rapid reporting activities may include but are not limited to community and/or service-provider education or training, policy change, or the implementation, testing, expansion, and/or adaptation of new or existing reporting tools (e.g., phone applications, online reporting systems).

E. Implementation Activities for Crisis Response

- 1) Upon approval from CDPH/IVPB and as relevant to the Pilot Project, the Contractor, either directly or via management of proposed subcontractors, shall implement activities to begin, sustain, and/or expand efforts related to provision of comprehensive crisis response services and supports in response to youth suicides and suicide attempts, as to be defined in the final Implementation Schedule and Plan identified in Section A. Implementation Schedule and Plan.

- a) Crisis response services and supports may be provided in any and all settings/contexts reached by youth suicides and attempts (e.g., K-12 schools, higher education, community settings, hospitals/emergency departments).
- b) Crisis response efforts may include but are not limited to triage at the individual level, screenings, wrap-around support, crisis mobilization services, crisis-response training, and/or bereavement, counseling, or peer-support services.

F. Evaluation Activities for Rapid Reporting and/or Crisis Response

- 1) The Contractor shall develop an Evaluation Plan to guide and determine the effectiveness of local-level Pilot Project activities that are carried out as part of this contract; objectives developed within the Implementation Schedule and Plan (see Section 6. A. of this document) may serve as the foundation for the Evaluation Plan. In addition, the Evaluation Plan shall be structured to assess ongoing Contractor performance to meet stated objectives, and to allow for data-informed course corrections to be made as needed (i.e., continuous quality improvement). The Evaluation Plan is subject to CDPH/IVPB review and approval, and no activities may take place until CDPH/IVPB approval is granted.
 - a) Upon CDPH/IVPB approval, the Contractor shall implement Evaluation Plan activities to evaluate the effectiveness of the Pilot Project in meeting stated objectives, and make data-informed course corrections, as needed.
 - b) Per sections 5.B. and 5.D. above, the Contractor shall share information regarding the local-level Pilot Project evaluation via a presentation delivered to CDPH/IVPB by April 30, 2025, as well as the final evaluation report submitted to CDPH/IVPB by April 30, 2025.
 - c) The Contractor shall also share information regarding the local-level Pilot Project evaluation (e.g., methods, results/findings) with the CDPH/IVPB Evaluation Contractor, upon request and as needed.
 - d) The Contractor shall adhere to any guidance regarding the local-level evaluation that may be provided by CDPH, the Evaluation Contractor, and/or the T&TA Provider.
- 2) The Contractor shall participate in CDPH/IVPB Evaluation Contractor led efforts to evaluate the overall effectiveness of the Program to achieve intended outcomes. Participation in Evaluation Contractor led efforts shall involve, but not be limited to:
 - a) Participating in virtual meetings, trainings, and technical assistance opportunities provided by the Evaluation Contractor;
 - b) Collection and reporting/sharing of standard Program-level “performance measures” (i.e., data) intended to provide insight into the overall impact of this Pilot Program (performance measures will be developed by the Evaluation Contractor);
 - c) Designing and implementing data collection methods that measure and track the performance measures that are defined by the Evaluation Contractor.
 - d) Providing information about Pilot Project implementation and/or evaluation to the Evaluation Contractor, upon request.

G. General Local Suicide Prevention Activities.

- 1) Upon approval from CDPH/IVPB and as relevant to the Pilot Project, the Contractor, either directly or via management of proposed subcontractors, may implement general local suicide prevention activities, as to be defined in the Implementation Schedule and Plan identified in Section A. Implementation Schedule and Plan. General prevention activities may include:

- a) Activities to support and facilitate county-level participation in the California Violent Death Reporting System (CalVDRS) and use of CalVDRS data to perform surveillance, program planning, and decision-making related to suicide;
- b) Activities that support and facilitate participation in syndromic surveillance and use of syndromic surveillance data to perform surveillance, program planning, and decision-making related to suicide and suicide attempts;
- c) Additional activities that contribute broadly to county-level suicide prevention efforts.

H. Distribution of Consumable Incentives, Non-consumable Incentives, and Stipends

- 1) Upon approval from CDPH/IVPB, and as relevant to the Pilot Project, the Contractor may provide consumable incentives (i.e., healthy food and refreshments during coalition meetings) and/or non-consumable incentives (e.g., gift cards) to community members to motivate and/or reinforce positive behavior, participation, and/or involvement in Pilot Project activities commensurate with effort involved on the part of the community member. Each incentive sub-line item (non-consumable and consumable food/refreshments) may not exceed \$50 per person, per year. A log will be kept to track distribution of incentives and must include, at minimum, the recipient's name, item provided, related Implementation Plan objective, date(s) of service, and how/where the incentive was distributed. Incentives will be stored in a secure location (e.g., under lock and key) purchase of merchandise cards must be limited to an amount sufficient to cover no more than a two-to-three-month period to avoid potential security issues. CDPH/IVPB will not reimburse costs for incentives that are lost or stolen. At the conclusion of the agreement, surplus incentives (e.g., merchandise cards that were not distributed) must be returned to CDPH/IVPB. Prohibited incentives include cash and merchandise cards that can be used to purchase tobacco, nicotine products, alcohol, and/or cannabis.
- 2) With CDPH/IVPB approval, where necessary to support Pilot Project efforts to complete SOW activities, the Contractor may provide stipends to individuals serving as a non-employee of the agency to offset the cost of volunteerism. If provided, stipends will be given to individuals volunteering their time and services to the Pilot Project to help cover their out-of-pocket costs for doing so. The Pilot Project will prepare a Log Sheet that will include each recipients' name, payment type, date(s) of service, and the amount of the stipend. This activity will comply with all applicable CDPH/IVPB requirements.

I. Subcontracting with Community Partners

- 1) Upon approval from CDPH/IVPB, and as relevant to the Pilot Project, the Contractor may identify and execute a subcontract with local Community Based Organizations (CBOs) and/or other relevant local governmental and non-governmental partners to engage in planning/coordination, implementation, and evaluation activities.
 - a) The Contractor shall serve as the primary contact to any Awardees deemed necessary for the Pilot Project approved by CDPH/IVPB.
 - b) The Contractor, informed by CDPH/IVPB, shall be responsible for developing and executing subcontracts with the funded projects and workplans, budgets, and any other requirements determined by CDPH/IVPB, as necessary.
 - c) The Contractor, informed by CDPH/IVPB, will develop a process for managing funded project workplans, reporting, deliverables and any other requirements determined by CDPH/IVPB, as necessary.
 - d) The Contractor will ensure that each funded projects receives funding in a timely fashion and pursuant to contractual obligations.
 - e) The Contractor is responsible for keeping a detailed account of all funds distributed and expended, by who spent them and how the funds were utilized.

- f) The Contractor, informed by CDPH/IVPB, will conduct site visits with funded projects for the purposes of coordination, collaboration, and project implementation.

J. Training and Technical Assistance

- 1) The Contractor shall participate in CDPH/IVPB's T&TA Provider's T&TA through activities such as, but not limited to, training exercises, Communities of Practice, conferences, meetings, individual site support for the purposes of establishing, improving, and expanding efforts to report and respond to the Pilot Project's youth suicides and suicide attempts.

K. Coalition/Advisory Body Facilitation/Participation

- 1) The Contractor shall participate in and/or facilitate local advisory board and/or coalition efforts to guide Pilot Project efforts and assist with integration and sustainability of Pilot Project activities into local suicide prevention efforts.

L. Coordination and Collaboration

- 1) The Contractor shall coordinate and collaborate with the CDPH/IVPB designated Evaluation Contractor, T&TA Provider, other stakeholders and partners, and CDPH/IVPB staff as directed by CDPH/IVPB to ensure timeline alignment and non-duplication of efforts, undertake strategic planning activities that support funded projects, engage in training/education efforts, inform Evaluation Contractor efforts, and provide updates and receive stakeholder and partner feedback.

**Exhibit B,
Attachment I Budget
06/01/2023 - 06/30/2025**

			TOTAL
Personnel			
Position Title	SOW Provision 6 Reference	Annual Salary Range	
BEHAVIORAL HEALTH CASE MNGR I	D,E	\$47,772.00	\$193,954
M H CLINICIAN II 40 HR	D,E	\$92,542.00	\$206,646
Health Education Specialist (PH)	G	\$52,610.00	\$30,650
SR PROG MANAGER-MENTAL HEALTH	All	\$132,879.00	\$62,254
ADMIN ANALYST II (40 HR.)	A,B,C,F	\$77,800.00	\$44,346
DEPUTY BRANCH DIRECTOR	All	\$149,776.00	\$21,193
Total Salaries and Wages			\$559,044
Fringe Benefits			
Fringe Benefits			\$363,378
Total Personnel			\$922,421
Operating Expenses			
Operating Expenses	SOW Provision 6 Reference		
Printed Educational materials and resources	G		\$7,150
Youth Suicide Prevention Summit - One Day w/Keynote Speaker (\$5K)	G		\$8,560
Travel expenses	G		\$6,663
			\$0
Total Operating Expenses			\$22,373
Subcontractors			
Subcontractors	SOW Provision 6 Reference		
			\$0
Total Subcontractors			\$0
Total Indirect Costs			
Total Indirect Costs			\$92,242
Total Costs			\$1,037,037

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

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

Catherine Pham, AGPA
Catherine.pham@cdph.ca.gov
California Department of Public Health
Youth Suicide Prevention Crisis Response
P.O. Box 997377, MS 7214
Sacramento, CA 95899-7377

The State, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by the State and shall not require an amendment to this agreement.

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

E. Amounts Payable

The amounts payable under this agreement shall not exceed: \$1,037,037.00

2. Budget Contingency Clause

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

occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit F)**".

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.

- 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.

7. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources ([Cal HR](#)). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

8. Budget Modifications

The contractor is to expend funds in accordance with the negotiated line item budget. If changes in line items, salary ranges, or staffing patterns require modifications, the contractor must request a budget revision in writing to CDPH. It is up to the discretion of CDPH whether or not to approve the revision.

Exhibit D
Special Terms and Conditions

(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.

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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

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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.

- 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

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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 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

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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.
 - 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,

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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 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.

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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.

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.

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- 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. **Force Majeure**

Neither the Contractor nor the State shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this paragraph, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

7. **Executive Order N-6-22 - Economic Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at

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least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Prior to awarding and executing ontracts, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Contract. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: [Ukraine-Russia \(ca.gov\)](#).

If this Agreement is valued at \$5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this Economic Sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this Agreement.

Exhibit E
Additional Provisions

1. **Subcontract Requirements**

- A. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$5,000 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three complete quotations which should be submitted or adequate justification provided for the absence of bidding.
- B. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - 1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- C. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$5,000 are subject to the prior review and written approval of CDPH.
- D. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- E. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- F. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- G. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.
- H. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

2. **Documents, Publications and Written Reports**

Any document, publication or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

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Additional Provisions

3. **Procurement Rules**

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

Contractor's Release

Instructions to Contractor:

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

Submission of Final Invoice

Pursuant to **contract number** 22-11305 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.

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

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

Contractor's Legal Name (as on contract): County of Humboldt

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program