

## COVID-19 VACCINATION PROGRAM VACCINE PROVIDER PARTICIPATION AGREEMENT

**THIS COVID-19 VACCINATION PROGRAM PARTICIPATION AGREEMENT** (together with all Exhibits, Schedules and Statements of Work, the “Agreement”) is made, entered into and effective as of the date set forth in Section 13.S of this Agreement (the “Effective Date”) by and between **California Physicians’ Service d/b/a Blue Shield of California**, a California not for profit mutual benefit corporation, located at 601 12<sup>th</sup> Street, Oakland, California 94607, (“TPA”) in its capacity as a Third Party Administrator contracted with the California Government Operations Agency (“Agency”) for the purpose of administering the Vaccine Provider network and related services in connection with the State of California COVID-19 Vaccination Program (“Program”) and [REDACTED] (“Provider”) on behalf of itself, its subsidiaries, its vaccination sites and other similar entities providing vaccinations and vaccination-related functions, and its subcontractors engaged by Provider to perform obligations pursuant to this Agreement, all of which are identified on Exhibit D attached hereto and by reference incorporated herein (collectively, “Vaccine Provider”).

**WHEREAS**, on March 4, 2020, the State duly proclaimed a State of Emergency Proclamation and Order (“SOE”) in response to the threat posed by COVID-19, and has subsequently taken other action pursuant to that State of Emergency; and

**WHEREAS**, the Agency has determined that, to mitigate the effects of COVID-19, it is in the best interests of the people of the State of California to contract with TPA for services to facilitate efficient distribution of COVID-19 vaccine, and, pursuant to the SOE and Public Contract Code sections 1102 and 10340(b)(2), the Agency and TPA entered into an agreement to secure TPA’s services under the Program in support of the Agency’s efforts to distribute COVID-19 vaccine, and otherwise prevent the spread of COVID-19; and

**WHEREAS**, in furtherance of TPA’s provider network initiatives, TPA desires to have Vaccine Provider participate in the Program and provide the vaccination services set forth below (the “Services”); and

**WHEREAS**, Vaccine Provider desires to participate in the Program under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein and for other good and valuable consideration, the parties hereto agree as follows:

### 1. Services

Vaccine Provider shall provide the Services set forth in the Statement of Work attached hereto as **Exhibit A** and by reference incorporated herein (the “SOW”).

### 2. Compensation, Billing, Start-Up Costs, and Performance Incentives

- A. Vaccine Provider shall not under any circumstances bill, charge, collect a deposit from, impose a surcharge on, directly or indirectly seek compensation, remuneration or reimbursement from, or have any recourse against any vaccine recipient for the cost of vaccine administration or related services.
- B. Vaccine Provider may seek payment for vaccine administration fee reimbursement from all applicable government health care programs (such as Medi-Cal, Medicare, and HRSA) and all health plan and insurance coverages that provide payment and/or coverage for COVID-19 vaccine administration fees for vaccine recipients (collectively, “Payor”) under the terms of the coverage provided to the vaccine recipient by Payor. TPA shall have no responsibility for paying, reviewing, approving, submitting any vaccine administration claim for payment, or otherwise intervening on Vaccine Provider’s behalf in connection with Vaccine Provider’s request for payment of vaccine administration fees by a Payor; provided, however that nothing set forth in this Agreement shall affect the obligations of Blue Shield of California, Blue Shield Life & Health Insurance Company, or Promise Health Plan (collectively, “Blue Shield”) to adjudicate claims submitted by Vaccine Providers for the administration of COVID-19 vaccines to vaccine recipients covered by Blue Shield. Any disputes regarding payment of vaccine administration fees by a Payor shall be resolved directly and solely between Vaccine Provider and the Payor.

- C. The parties acknowledge (i) the Agency may include provisions in the Program for certain funds to be made available to participating network providers' to obtain start-up costs and vaccination performance incentive payments ("Incentive Program"), and (ii) TPA may assist the Agency in the administration of Incentive Program payments to the extent the Agency directs TPA to do so, and (iii) the Agency may modify or terminate any Incentive Program in its sole discretion. Any Incentive Program provided by Agency shall be governed by terms and conditions set forth by Agency in such program. If the Agency determines that it will offer an Incentive Program, and engages TPA to assist the Agency in administering an Incentive Program, then, notwithstanding the terms of Section 12.B (Amendments) of this Agreement, TPA shall have the right to modify this Agreement by including such information in an exhibit to this Agreement. It is expressly understood that TPA will have no responsibility for any Incentive Program payments of any kind to Vaccine Provider, and Vaccine Provider will have no claim against TPA with respect to any such payments. All disputes regarding Incentive Program payments from the State, if any, shall be resolved directly and solely between Vaccine Provider and the Agency.
- D. Vaccine Provider understands and agrees that TPA is serving as a third party administrator of the Program for the Agency, and that TPA is not underwriting and has no financial responsibility for the payment of start-up costs, performance incentives, or compensation that may be available to Vaccine Provider related to its performance of Services and obligations under this Agreement. TPA shall not be required to directly pay or assume financial responsibility for any payments of any kind to Vaccine Provider, and Vaccine Provider will have no claim against TPA with respect to any payments.

### **3. Documentation**

Prior to commencing the Services, Vaccine Provider shall provide TPA with the following documentation:

- A. verification that Vaccine Provider has an unrestricted current registration with the State through myCAVax and the State Immunization Registry, and
- B. certificates of insurance and endorsements of all required insurance or evidence of self-insurance for Vaccine Provider set forth in the SOW. The documentation shall state that coverage shall not be cancelled except after thirty (30) days prior written notice has been given to TPA, and
- C. verification that Vaccine Provider has completed and submitted to the Agency, Standard Form 204, State of California Department of Finance Payee Data Record, attached hereto as Exhibit B and by reference incorporated herein, to assure that Vaccine Provider is properly registered and able to receive payments from the Agency.

### **4. Representations and Warranties**

Provider represents and warrants (A) that it has and shall maintain the authority to enter into this Agreement and bind Vaccine Provider to all terms and conditions of this Agreement; (B) that Vaccine Provider has and will maintain full power and authority to provide the Services, including without limitation any and all unrestricted licenses, registrations, certifications, accreditations, and permits; (C) that Vaccine Provider has and will maintain satisfaction of all Participation Criteria/Qualifications set forth in the SOW; and (D) that all Services will be performed within the United States of America.

### **5. Performing Services for Others, No Minimum Volume Guarantee**

- A. TPA makes no guarantee or commitment for any minimum or maximum amount of Services to be delivered by Vaccine Provider under this Agreement, or for any minimum or maximum amount of COVID-19 vaccine that may be allocated to Vaccine Provider.
- B. TPA reserves the right at any time to provide Vaccine Provider notice of changes in the amount or type of vaccines that may be allocated to a Vaccine Provider and/or any Vaccine Provider's vaccination site(s) for administration to vaccine recipients, as TPA may be directed by the Agency in the Agency's sole discretion, to facilitate administration of the Program. TPA will endeavor to provide Vaccine Provider no less than seventy-two (72) hours' notice of such changes.
- C. TPA agrees that Vaccine Provider may perform services for others, so long as the performance of those services does not interfere with the performance or completion of any Services. It is expressly understood and agreed that this Agreement does not grant to Vaccine Provider any exclusive rights to do business with TPA and that

TPA will contract with other providers for the procurement of comparable services in connection with the Program.

- D. The parties each understand and agree that executing and performing this Agreement does not constitute, and shall not be construed in any way to constitute, an authorization for Vaccine Provider to participate in the Blue Cross Blue Shield Association Inter-Plan, the Blue Card program, or otherwise participate in any network offered by TPA in connection with any other product offered by TPA; nor shall this Agreement be construed to amend or otherwise modify any other agreement which may now or hereafter exist between Vaccine Provider and TPA.

## **6. Term and Termination**

This Agreement shall be effective as of the Effective Date and shall continue in effect until terminated as hereinafter provided. TPA may, at any time terminate this Agreement in its entirety by giving Provider at least thirty (30) calendar days' prior written notice. TPA additionally may, at any time, terminate this Agreement or any SOW with respect to one or more Vaccine Providers or Vaccine Provider's vaccination site(s) delivering Services under this Agreement by giving Provider at least fourteen (14) calendar days' prior written notice. Provider may, at any time terminate this Agreement in its entirety by giving TPA at least thirty (30) calendar days' prior written notice. Provider additionally may, at any time, terminate this Agreement or any SOW with respect to one or more Vaccine Providers or Vaccine Provider's vaccination site(s) delivering Services under this Agreement by giving TPA at least thirty (30) calendar days' prior written notice.

Unless otherwise directed by TPA or as required for the delivery of Termination Assistance Services (as such term is defined in Section 7 of this Agreement), Vaccine Provider shall stop performing Services on the date specified in the termination notice and deliver to TPA or its designated representative all Services completed or in progress up to the date of termination, including a list of pending vaccine recipient appointments, and any data collection/reporting or record keeping related to the administration of vaccines completed on or before the date of termination, in addition to required Termination Assistance Services pursuant to Section 7 of this Agreement. Vaccine Provider shall complete the second dose of vaccine for any patient who has been administered a first dose and is pending a second.

## **7. Termination Assistance Services**

Commencing upon the earlier to occur of one (1) month prior to the expiration of any SOW or immediately upon notice of termination of this Agreement or any SOW, Vaccine Provider shall cooperate with TPA to develop as promptly as possible a comprehensive plan for transferring the Services on the date of such termination back to TPA or to any successor provider or other entity designated by TPA in accordance with the timeframe specified by TPA, and continuing for up to one (1) month following the effective date of termination of the Agreement or any SOW, as applicable (the "Termination Assistance Period").

Upon TPA's request at any time during the Termination Assistance Period, Vaccine Provider shall continue providing the Services without interruption or adverse effect and provide all reasonably necessary assistance to facilitate the orderly transfer of the Services to TPA or its designee (the "Successor") during the Termination Assistance Period, including the Termination Assistance Services (as defined below), regardless of the reason for termination, expiration, or cessation of Services. The quality and level of performance of the Services during the Termination Assistance Period shall be consistent with the general quality and level of performance of the Services during the Term.

For Termination Assistance Services provided by Vaccine Provider after the last day of the Term, Vaccine Provider shall provide such services pursuant to the terms and conditions set forth in this Agreement as would have been applicable to the Services delivered prior to the effective date of termination or expiration, including without limitation the SOW. After the last day of the Termination Assistance Period, Vaccine Provider shall answer reasonable questions from TPA and/or Successor regarding the Services, and deliver to TPA copies of any remaining reports required pursuant the SOW, and other items still in Vaccine Provider's possession.

"Termination Assistance Services" shall mean Vaccine Provider's provision of: (a) the Services (and any mutually agreeable replacements thereof or substitutions therefore); (b) cooperation with TPA and Successor as necessary to facilitate the smooth and orderly transition of the Services, to TPA or Successor in a timeframe and manner that will minimize the possibility of discontinuity or disruption to the Program and avoid waste, spoilage, expiration or other

damage to vaccines; (c) adequate information on the Services environment and condition of vaccines in Vaccine Provider's possession to allow TPA or any successor providers engaged by TPA to duplicate such environment and the Services, and protect and preserve the vaccines; and (d) information and supportive services related to the Services reasonably requested by TPA.

## **8. Confidential Information**

The parties each agree to comply with all applicable State and federal confidentiality and privacy laws when obtaining, storing, sending, receiving, or using information of vaccine recipients. TPA and Vaccine Provider each agree that they shall not disclose materials that the disclosing party has reasonably and clearly marked as "confidential" or "proprietary" to any third party other than the Agency without the prior written consent of the disclosing party. Upon obtaining the disclosing party's consent, the receiving party may disclose the disclosing party's "confidential" or "proprietary" marked materials to a third party only if the third party recipient has executed a written agreement protecting the confidentiality of the marked materials on terms no less rigorous than those the receiving party uses to protect its own confidential proprietary information. Vaccine Provider agrees that information (including data) provided by or submitted to TPA, whether confidential information or not, shall not be transmitted or stored outside the United States of America without TPA's prior written consent.

## **9. Records, Examination of Records, Record Retention and Audit Requirements**

Vaccine Provider shall use MyTurn (MyTurn.ca.gov), and other technology platforms as directed by TPA in conformance with TPA's obligations to Agency, or as required by Agency and the Centers for Disease Control ("CDC"), as applicable, such as, for example, VaccineFinder, and CAIR2, to submit all required data related to Vaccine Provider's performance of Services, (specifically including without limitation Vaccine Provider's administration of vaccines to vaccine recipients as set forth in the SOW). Vaccine Provider generally shall prepare and maintain complete and accurate vaccination-related, financial, and other records and reports relating to Vaccine Providers' continued compliance with the Participation Criteria and the Services set forth in Exhibit A hereof, and Vaccine Provider's performance of its other obligations under this Agreement (collectively, "Records"), in a form maintained in accordance with the generally accepted standards applicable to such Records, and in compliance with applicable State and federal confidentiality and privacy laws. TPA, the Agency, and any State or federal governmental officials entitled to such access by law, may access Records at any time during the term of this Agreement and for a period of at least three (3) years after the termination of this Agreement or such longer period as may be required by applicable State or federal law. Vaccine Provider shall participate in and cooperate with any audit, oversight and monitoring processes conducted by TPA, the Agency, and other authorized State or federal governmental officials; such participation and cooperation shall include, without limitation, Vaccine Provider allowing the auditor(s) access to Records during normal business hours in order to examine Records and upon reasonable notice, reproduce Records at no charge by Vaccine Provider and allowing interviews of any employees who might reasonably have information related to such Records. If the auditors discover an overpayment, Vaccine Provider may dispute the alleged overpayments directly and solely with Agency or the applicable federal government agency, and TPA shall not be required to participate in any such dispute process.

## **10. Indemnification**

Each party agrees to indemnify the other party for, and to defend and hold harmless the other party from, any third party claims, causes of action, or costs, including reasonable attorneys' fees, arising out of the indemnifying party's alleged or actual negligence or otherwise improper performance of its obligations hereunder.

## **11. Independent Contractor**

**A.** Vaccine Provider is an independent contractor and nothing herein shall be construed to the contrary. Vaccine Provider shall not assume or create any obligations or responsibilities express or implied, on behalf of or in the name of TPA, or bind TPA in any manner or thing whatsoever without TPA's written consent. Vaccine Provider shall provide or otherwise arrange for all personnel, software, hardware, facilities, storage, and other resources as may be necessary to perform the Services in accordance with the Agreement. Vaccine Provider will supply all necessary labor to render Services under this Agreement and may use subcontractors in doing so, subject to the requirements set forth in Section 11.B. Vaccine Provider's execution of any subcontracts, including subcontracts approved by TPA, will not relieve, waive or diminish any obligation Vaccine Provider may have under this Agreement. Vaccine Provider shall be solely responsible for the direction and control of Vaccine Provider's agents, employees, representatives and subcontractors,

including decisions regarding hiring, firing, supervision, assignment and the setting of compensation and working conditions. No agent, employee, representative or subcontractor of Vaccine Provider shall be or be deemed to be the employee, agent, representative or subcontractor of TPA.

**B.** Vaccine Provider shall not subcontract the performance of, or delegate any of, its responsibilities under this Agreement without first obtaining any applicable and necessary State or federal approvals and obtaining the prior written approval of TPA, which may be granted or withheld in TPA's sole discretion. When seeking such approval, Vaccine Provider will give TPA reasonable prior written notice specifying the components of the Services affected, the scope of the proposed subcontract, the identity and qualifications of the proposed subcontractor and the results of any due diligence carried out with regard to the proposed subcontractor. Any subcontractors approved by TPA pursuant to this Section shall be an "Approved Subcontractor." The parties further acknowledge and agree that any subcontractors specifically listed on Vaccine Provider's CDC COVID-19 Vaccination Program Provider Agreement and disclosed to TPA prior to commencing Services, may be deemed Approved Subcontractors without further action required by Provider or TPA. TPA may require Vaccine Provider to replace any Approved Subcontractor found, in the reasonable judgment of TPA, to be unacceptable (e.g., on account of deficiencies in performance). Any such Approved Subcontractor that TPA requires Vaccine Provider to replace shall no longer be deemed to be an Approved Subcontractor.

## **12. Miscellaneous**

**A. Assignment.** This Agreement may not be voluntarily or by operation of law assigned or transferred in whole or part, or in any other manner transferred by Vaccine Provider without the prior written consent of TPA, which consent shall not be unreasonably withheld subject to Agency approval. Any attempt to assign or transfer this Agreement other than in conformance with this Section shall be of no effect and considered null and void. For purposes of this Section, any change of control of Vaccine Provider (including, without limitation, (i) any other entity, person or group acquiring all or substantially all of the assets of Vaccine Provider (or any parent company of Vaccine Provider), whether directly or indirectly, in a single transaction or series of related transactions, or (ii) that Vaccine Provider (or any parent company of Vaccine Provider) will give up control through an act to consolidate with, or be merged with or into, another entity, or will sell, assign, convey, transfer, lease or otherwise dispose of all or substantially all of its assets to another person or entity) shall be deemed an assignment. Notwithstanding the foregoing, the parties each understand and agree that the Agency has the unqualified right in the Agency's sole discretion to automatically assume this Agreement pursuant to Section 12.R of this Agreement in the event the agreement between TPA and the Agency is terminated for any reason. In the event the Agency assumes this Agreement, all references to TPA shall be deemed to refer to the Agency, and Section 10 of this Agreement shall be of no force or effect.

**B. Amendments.** No change, amendment or modification of this Agreement, including any SOWs attached hereto, shall be valid unless the same is in writing and signed by Provider and TPA.

**C. Waiver.** It is understood and agreed that no failure or delay by either party in exercising any right, power or privilege hereunder in any one or more instances or to insist on strict compliance with the performance of this Agreement or to take advantage of any respective rights shall operate as a waiver thereof or the relinquishment of such rights in other instances but the same shall continue and remain in full force and effect nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

**D. Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

**E. Association Disclosure.** Vaccine Provider hereby expressly acknowledges its understanding that this Agreement constitutes a contract between Vaccine Provider and TPA, that TPA is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association") permitting TPA to use the Blue Shield Service Mark in the State of California, and that TPA

is not contracting as the agent of the Association. Vaccine Provider further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than TPA and that no person, entity, or organization other than TPA shall be held accountable or liable to Vaccine Provider for any of TPA's obligations to Vaccine Provider under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of TPA other than those obligations under other provisions of this Agreement. Vaccine Provider acknowledges that TPA, as a licensee of the Association, is bound to adhere to Association rules, and that, from time to time, such rules may necessitate changes to TPA's existing contracts. Vaccine Provider agrees to use best efforts to assist TPA with complying with Association mandates and rules.

**F. Notice.** Any notice shall be deemed given by U.S. mail, certified, return receipt requested, personal delivery, or by courier to the below addresses, or to such other addresses as may be provided by one party to the other in accordance with this Section. Notice by mail shall be deemed delivered five (5) days after the date it was mailed. Personal delivery shall be deemed to occur upon delivery to the receiving party or his/her/its office. Notice by courier shall be deemed delivered upon delivery by the courier.

If to TPA:

Blue Shield of California  
6300 Canoga Avenue, 7<sup>th</sup> Floor, Woodland Hills, CA 91367  
Attn: Senior Vice President, Provider Partnerships & Network Management

with a copy to:

Blue Shield of California  
601 12<sup>th</sup> Street, Oakland, California 94607  
Attn: Law Department

If to Vaccine Provider:

Name

Address

Attn:

**G. Governing Laws.** This Agreement and any and all matters arising under or arising from or related to the Agreement shall be construed and governed in accordance with the laws of the State of California without regard to its conflict of laws principles. It is agreed by the parties that any action arising out of, in connection with, or in any way involving this Agreement or the parties hereto, shall be brought only in California federal or state courts with proper venue and jurisdiction and proper venue shall lie only in a court of competent jurisdiction located in San Francisco, Los Angeles, or Sacramento County, whichever is closest to Provider. Each party shall comply with all applicable federal, State and local statutes, laws, ordinances, regulations, rules, orders and codes in the performance of its obligations hereunder.

**H. Use of Names/Publicity.** Except as set forth herein, neither party shall use the other party's name, logo, service marks, domain names, symbols or any other name or mark belonging to a party without the other party's prior written consent which shall not be unreasonably withheld, other than in providing the Services to TPA under this Agreement. Vaccine Provider may not use TPA as a reference or this Agreement as an endorsement of Vaccine Provider's work without TPA's prior written consent. The parties will cooperate to create any and all appropriate public, promotional announcements or press releases relating to the relationship set forth in this Agreement. Neither party shall make any public announcement regarding the existence or content of this Agreement without the other party's prior written approval and consent. Notwithstanding the foregoing, Vaccine Provider understands and expressly consents to TPA's use of Vaccine Provider's name, logo, service marks, domain names, symbols, vaccination site addresses and contact information, or any other Vaccine Provider name or mark for purposes of the State's vaccination appointment system (currently identified as MyTurn) and related communications.

**I. Successors and Assigns.** This Agreement and all of the terms and conditions hereof shall be binding upon and inure to the benefit of TPA and Vaccine Provider and their respective successors, transferees, permitted assignees or

legal representatives. Any terms of this Agreement containing a reference to Vaccine Provider or TPA shall apply with equal effect to any such successor, permitted assignee, transferee or legal representative of the party in question.

**J. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

**K. Titles and Subtitles.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

**L. Interpretation.** In the event any dispute arises in regard to the interpretation of any term or condition of this Agreement, notwithstanding any rule to the contrary, including but not limited to California Civil Code Section 1654, the parties agree that the drafting of this Agreement shall not be deemed that of one party or their agent and that any rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applicable.

**M. Remedies** The rights and remedies herein provided shall be cumulative and no one of them shall be exclusive of any other and shall be in addition to any other remedies available at law or in equity.

**N. Order of Precedence.** In the event of any conflict between or among the provisions contained in the Agreement, the following order of precedence will govern: (A) this Agreement, exclusive of its Exhibits; (B) Exhibits to this Agreement; (C) other attachments to this Agreement; (D) other documents incorporated by reference.

**O. Survival.** Sections 7 (Termination Assistance Services) 8 (Confidential Information), 9 (Examination of Records), 10 (Indemnification), 11 (Independent Contractor), 4 (Representations and Warranties), 12.R (Third Party Beneficiaries) and this Section 12.O shall survive any termination or expiration of this Agreement.

**P. Rules of Interpretation**

All references in this Agreement to “days” will, unless otherwise specified, mean calendar days. Unless the context requires otherwise, (i) ”including” (and any of its derivative forms) means including but not limited to, (ii) ”may” means has the right, but not the obligation to do something and “may not” means does not have the right to do something, (iii) ”will” and “shall” are expressions of command, not merely expressions of future intent or expectation, and (iv) use of the singular imports the plural and vice versa.

**Q. Entire Agreement.**

This Agreement constitutes the entire understanding between the parties. All previous representations or undertakings, whether oral or in writing, are superseded by this Agreement; provided that any and all confidential or proprietary information under any prior agreement between the parties shall be deemed part of the confidential information under this Agreement for all purposes.

**R. Third Party Beneficiaries.** The parties each understand and agree that the Agency is an express and intended third party beneficiary of this Agreement with the full right to enforce any provisions of this Agreement, and that the Agency has the unqualified right in the Agency’s sole discretion to assume this Agreement without the need for execution of any other documents in the event the agreement between TPA and Agency is terminated for any reason. In the event the Agency assumes this Agreement, all references to TPA shall be deemed to refer to the Agency, and Section 10 of this Agreement shall be of no force or effect.

**S. Effective Date.** The parties agree the Effective Date of this Agreement shall be the [redacted] day of [redacted], 2021, subject to approval by Agency and execution of the agreement between TPA and the Agency.

**IN WITNESS WHEREOF**, the parties have executed this Agreement which shall be effective on the date and year set forth in Section 13.S above.

**INSERT VACCINE PROVIDER NAME**  
**VACCINE PROVIDER”)**

(“ **CALIFORNIA PHYSICIANS’ SERVICE**  
**d/b/a BLUE SHIELD OF CALIFORNIA (“TPA”)**)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



## Exhibit A

### STATEMENT OF WORK

#### 1. Participation Criteria/Qualifications

Vaccine Provider certifies, represents and warrants that it has and shall at all times during the Term of the Agreement maintain each of the following:

- 1.1. Vaccine Provider has completed and will remain current on all training required by the federal and State government related to the administration of COVID-19 vaccine; and
- 1.2. Vaccine Provider has and will maintain necessary licenses, certifications, registrations, and permits to perform the Services, including without limitation enrollment and ongoing compliance with the terms of enrollment with Centers for Medicare & Medicaid Services (CMS) for purposes of administering COVID-19 vaccinations; and
- 1.3. Vaccine Provider has and will maintain active, unqualified and unrestricted registration and participation as a COVID-19 vaccine provider with the CDC and the State (MyCAVax); and
- 1.4. Vaccine Provider shall have and will maintain the capability to provide COVID-19 vaccine administration services to any resident of California who is eligible for vaccination and for whom vaccination is not contraindicated, regardless of ability to pay, health plan or insurance status, or type of coverage (if any), and regardless of whether there is any previously existing patient or member relationship with the Vaccine Provider; and
- 1.5. Vaccine Provider shall have the ability to establish and will maintain an electronic interface to the State Immunization Registry and MyTurn.ca.gov (or other appropriate electronic health record interface as approved by TPA in conformance with TPA's obligations to Agency). For purposes of clarity, the parties acknowledge and agree that Vaccine Providers with an industry standard and certified Electronic Medical Record system (i.e., EPIC or Cerner), may leverage a standard interface defined by TPA and Agency to connect from MyTurn to Scheduling and Vaccine Clinic Management with an electronic interface to the State Immunization Registry; and
- 1.6. To the extent Vaccine Provider seeks reimbursement of COVID-19 vaccine administration fees, Vaccine Provider shall have and maintain the ability to submit claims for reimbursement of such fees to, and accept payment from, all applicable government health care programs (such as Medi-Cal, Medicare, and HRSA) and all health plan and insurance coverages that provide payment and/or coverage for COVID-19 vaccine administration fees for vaccine recipients, as applicable; and
- 1.7. Vaccine Provider shall have and maintain willingness to participate in (i) payment incentives offered and paid by Agency as appropriate, and (ii) local community efforts, in order to facilitate the State's ability to meet equity goals established by Agency in connection with the Program; and
- 1.8. Vaccine Provider shall have and will maintain the following insurance or similar arrangement of self insurance:
  - A. Vaccine Provider shall maintain, or cause to be maintained on his/her/its behalf, professional liability (malpractice) insurance and general liability insurance coverage or a similar arrangement of self-insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. If Vaccine Provider maintains a claims made malpractice insurance policy, then Vaccine Provider shall maintain such policy in effect for at least five (5) years following the expiration or termination for any reason of this Agreement, or purchase extended reporting coverage (tail insurance) sufficient to ensure that insurance coverage in the amount set forth in this Exhibit A Section 1.8 is maintained for claims which arise from services provided by Vaccine Provider during the term of this Agreement; and
  - B. Vaccine Provider shall maintain Workers' Compensation insurance covering all employees of Vaccine Provider; and

- C. If Vaccine Provider provides mobile services, Vaccine Provider shall maintain coverage at least as broad as the ISO Business Auto Coverage form covering symbol, 1 “any auto”. The limit shall not be less than \$1,000,000 for bodily injury and property damage. In the event there is no Commercial Auto Policy, coverage for use of all non-owned and hired auto’s (symbols 8 & 9) can be met by endorsing the Commercial General Liability Insurance policy with Hired & Non-owned Auto liability with a limit of \$1,000,000 for Bodily Injury or Property Damage; and
- D. Vaccine Provider shall notify TPA and provide evidence to TPA at the time of any amendment, material change or modification to such insurance coverage or similar arrangement of self-insurance, and at any other time on reasonable request by TPA during the term of this Agreement.

**1.9** Vaccine Provider shall have and will maintain disaster recovery and business continuity plans that meet all State and federal requirements applicable to the administration, storage and safe handling of COVID-19 vaccine in Vaccine Provider’s possession, that assure Vaccine Provider will have and maintain the ability to administer COVID-19 vaccines pursuant to the terms of this SOW that minimize the risk of discontinuity and disruption to the Program, and that avoid waste and spoilage of COVID-19 vaccine; and

**1.10** Vaccine Provider acknowledges and agrees it shall comply with the State and federal certifications set forth in Exhibit C attached hereto and by reference incorporated herein.

## **2. Services**

Vaccine Provider shall provide the following services (the “Services”):

- 2.1.** Vaccine Provider shall administer COVID-19 vaccine in compliance with all requirements and recommendations of CDC and CDC’s Advisory Committee on Immunization Practices (ACIP), including without limitation *CDC’s Guidance for Immunization Services During the COVID-19 Pandemic* for safe delivery of vaccines and in facilities that are physically accessible to individuals with disabilities in accordance with ADA standards;
- 2.2.** Vaccine Provider shall comply with CDC requirements for COVID-19 vaccine management, storage, and handling, including without limitation storage and handling COVID-19 vaccine under proper conditions, such as (a) maintaining and monitoring vaccine storage unit temperatures, cold chain conditions and chain of custody at all times in accordance with the manufacturer’s package insert and CDC guidance in *CDC’s Vaccine Storage and Handling Toolkit* as it may be updated from time to time, (b) monitoring and complying with COVID-19 vaccine expiration dates; (c) complying with each relevant State, local or territorial jurisdiction’s immunization program guidance for dealing with temperature excursions.
- 2.3.** Vaccine Provider shall administer COVID-19 vaccines to vaccine recipients without regard to, or consideration of the vaccine recipient’s (i) ability to pay COVID-19 vaccine administration fees or (ii) insurance coverage status or type of coverage (if any) or (iii) existing patient, member, or other relationship with Vaccine Provider;
- 2.4.** Within no more than twenty-four (24) hours of administering a dose of COVID-19 vaccine and adjuvant (if applicable), Vaccine Provider shall record in the vaccine recipient’s record, and shall report complete and accurate vaccine administration data required in the MyTurn reporting tool and other technology platforms required by Agency and CDC (such as, for example, VaccineFinder, and CAIR2) or other appropriate electronic health record interface as permitted under Section 1.5 of this Exhibit A; and
- 2.5.** Vaccine Provider shall make available at its vaccination site or sites written materials that Agency prepares, prints, and delivers to Vaccine Provider; and
- 2.6.** Vaccine Provider shall provide additional support as may be reasonably requested by TPA to assist TPA in the successful administration of the Program.

## **3. Term**

Vaccine Provider shall begin providing the Services under this SOW on the date specified by TPA upon two (2) business days’ prior written notice to Provider, which notice may be issued by TPA at any time from and after the date Provider completes onboarding processes for MyTurn. Unless otherwise terminated earlier pursuant to the terms of the Agreement, this SOW will terminate on completion of all Services.

#### **4. Points of Contact**

**4.1.** The TPA point of contact for this SOW is:

Name: Helene Epler  
Phone: (818) 228-2532  
E-mail Address: CovidVaccineNetwork@blueshieldca.com

**4.2.** The Vaccine Provider point of contact for this SOW is:

Name: First & Last Name  
Phone: (XXX) XXX-XXXX  
E-mail Address: First.Last@ Vaccine Provider.com

**Exhibit B**  
**Form 204 (attached)**

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 10/2019)

<b>1</b>	<p><b>INSTRUCTIONS:</b> Type or print the information. Complete all information on this form. Sign, date, and return to the state agency (department/office) address shown in Box 6. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments.</p> <p>Information provided in this form will be used by California state agencies to prepare Information Returns (Form1099). See next page for more information and Privacy Statement.</p> <p><b>NOTE:</b> Governmental entities, i.e. federal, state, and local (including school districts), are not required to submit this form.</p>																	
<b>2</b>	<b>BUSINESS NAME</b> <i>(As shown on your income tax return)</i>																	
	<b>SOLE PROPRIETOR, SINGLE MEMBER LLC, INDIVIDUAL</b> <i>(Name as shown on SSN or ITIN) Last, First, MI</i>				<b>E-MAIL ADDRESS</b>													
	<b>MAILING ADDRESS</b>			<b>BUSINESS ADDRESS</b>														
	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>												
<b>3</b>  <b>PAYEE ENTITY TYPE</b>  <b>CHECK ONE BOX ONLY</b>	<p><b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:12.5%;"><input type="checkbox"/></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> </tr> </table>					<input type="checkbox"/>												<p><b>NOTE:</b> Payment will not be processed without an accompanying taxpayer identification number.</p>
	<input type="checkbox"/>																	
	<input type="checkbox"/> <b>PARTNERSHIP</b>  <input type="checkbox"/> <b>ESTATE OR TRUST</b>		<p><b>CORPORATION:</b></p> <input type="radio"/> <b>MEDICAL</b> <i>(e.g., dentistry, psychotherapy, chiropractic, etc.)</i> <input type="radio"/> <b>LEGAL</b> <i>(e.g., attorney services)</i> <input type="radio"/> <b>EXEMPT</b> <i>(nonprofit)</i>  <input type="radio"/> <b>ALL OTHERS</b>			<p><b>ENTER SSN OR ITIN:</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> <td style="width:12.5%;"></td> </tr> </table>												
<input type="checkbox"/> <b>SOLE PROPRIETOR, INDIVIDUAL, OR SINGLE MEMBER LLC</b> <i>(Disregarded Entity)</i>		<p><i>Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN) are required by authority of California Revenue and Tax Code sections 18646 and 18661)</i></p>																
<b>4</b>  <b>PAYEE RESIDENCY STATUS</b>	<input type="checkbox"/> <b>CALIFORNIA RESIDENT</b> - Qualified to do business in California or maintains a permanent place of business in California.																	
	<input type="checkbox"/> <b>CALIFORNIA NON RESIDENT</b> <i>(see next page for more information)</i> - Payments to nonresidents for services may be subject to state income tax withholding.																	
	<input type="radio"/> No services performed in California. <input type="radio"/> Copy of Franchise Tax Board waiver of state withholding attached.																	
<b>5</b>	<p><b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.</b></p>																	
	<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> <i>(Type or Print)</i>			<b>TITLE</b>		<b>TELEPHONE</b> <i>(include area code)</i>												
	<b>SIGNATURE</b>			<b>DATE</b>		<b>E-MAIL ADDRESS</b>												
<b>6</b>	<b>Please return completed form to:</b>																	
	<b>DEPARTMENT/OFFICE</b>			<b>UNIT/SECTION</b>														
	<b>MAILING ADDRESS</b>			<b>TELEPHONE</b> <i>(include area code)</i>		<b>FAX</b>												
	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>E-MAIL ADDRESS</b>														

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 10/2019)

<b>1</b>	<p><b>Requirement to Complete the Payee Data Record, STD 204</b></p> <p>A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.</p> <p>Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&amp;TC).</p>
<b>2</b>	<p>Enter the payee's legal business name. The name must match the name on the payee's tax return as filed with the federal Internal Revenue Service. Sole proprietorships and single member limited liability companies (LLCs) must also include the owner's full name. An individual must list his/her full name as shown on the SSN or as entered on the W-7 form for ITIN. The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the address of the business' physical location.</p>
<b>3</b>	<p>Check only <b>one</b> box that corresponds to the payee business type. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by the R&amp;TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&amp;TC section 18662 and its regulations.</p> <p>Payees must provide <b>one</b> of the following TINs on this form: social security number (SSN), individual taxpayer identification number (ITIN), or federal employer identification number (FEIN). The TIN for sole proprietorships, single member LLC (disregarded entities), and individuals is the SSN or ITIN. Only partnerships, estates, trusts, corporations, and LLCs (taxed as partnerships or corporations) will enter their FEIN.</p>
<b>4</b>	<p><b>Are you a California resident or nonresident?</b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <p style="text-align: center;">Withholding Services and Compliance Section: 1-888-792-4900      E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>  For hearing impaired with TDD, call: 1-800-822-6268      Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></p>
<b>5</b>	<p>Provide the name, title, email address, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
<b>6</b>	<p>This section must be completed by the state agency requesting the STD 204.</p>

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

## Exhibit C

### **Compliance with State and Federal Regulations**

By entering into this Agreement, Vaccine Provider agrees to comply with all applicable State and Federal laws and regulations, including the California Contractor Certification Clauses attached hereto and made a part of this Exhibit and the Agreement and the Federal laws and regulations set forth below. All references to “contractor” shall be deemed to mean “Vaccine Provider.”

#### **A. EQUAL EMPLOYMENT OPPORTUNITY**

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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of

Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

Compliance with the Contract Work Hours and Safety Standards Act.

1. ***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.
2. ***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 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 (D)(1) of this section.
3. ***Withholding for unpaid wages and liquidated damages.*** The Federal Emergency Management Agency (“FEMA”) and/or the California Government Operations Agency (“Agency”) 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)(1) of this section.
4. ***Subcontracts.*** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (B)(1) through (4) of this section.

## **C. CLEAN AIR ACT**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
2. 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.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

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

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



2. 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 FEMA, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **E. DEBARMENT AND SUSPENSION CLAUSE**

1. 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).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the Agency and TPA. 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 Agency and TPA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. 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.

#### **F. 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 who in turn will forward the certification(s) to the awarding agency.

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

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

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

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

#### **G. 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, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **8. 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.

#### **9. 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.

#### **10. 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.

#### **11. 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.

# Contractor Certification Clause

## CCC 307 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
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

## CONTRACTOR CERTIFICATION CLAUSES

### STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

### 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) Provide that every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free 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: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

#### **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. (PCC 10296) (Not applicable to public entities.)

#### **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

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

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

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

#### **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.

#### **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).

### **DOMESTIC PARTNERS:**

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

### **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.

### **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.

a) Current State Employees (PCC 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.

b) Former State Employees (PCC 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. (PCC 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. (PCC 10430 (e))

### **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)

**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.)

**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.

**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.

**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.

**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.

**PAYEE DATA RECORD FORM STD. 204:**

This form must be completed by all contractors that are not another state agency or other government entity.

## **Exhibit D**

### **Vaccine Providers**

See attached, which shall include at least the following information for each of Provider's subsidiaries, vaccination sites and other similar entities providing vaccinations and vaccination-related functions, and subcontractors engaged by Provider to perform obligations under this Agreement, as applicable, "Vaccine Provider"

- Site name
- Site county
- Site zip code
- Site street address
- Current throughput, doses per day
- Total potential capacity, doses per day
- Willingness to vaccinate all community members (yes / no)
- Is site already in My CAVax (yes / no)
- Is site currently using MyTurn (yes / no)
- If no, is site willing to connect to MyTurn (yes / no)
- Potential go-live date (if not yet active)
- Number of days per week when the site is open
- Site working days and hours (e.g., M-F 8a-5p, Weekend hours, if any, specified)