

1 **AGREEMENT**

2  
3 THIS AGREEMENT is made and entered into this 12th day of May, 2020, by and between the  
4 COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as  
5 "COUNTY", and California Health Collaborative, a California Non-Profit 501c3 Organization, whose  
6 address is 1680 West Shaw Avenue, Fresno, California, 93711, hereinafter referred to as  
7 "CONTRACTOR".

8 **WITNESSETH:**

9 WHEREAS, COUNTY, through its Department of Public Health (Department), is in need of a  
10 qualified vendor to provide educational community meetings to discuss the harmful effects of vaping and  
11 marijuana use, health impacts and cessation resources; and

12 WHEREAS, COUNTY, is in need of a qualified vendor to address the need for local tobacco  
13 control policy change efforts; and

14 WHEREAS, CONTRACTOR, has the facilities, equipment, resources, and personnel skilled in the  
15 provision of such services; and

16 WHEREAS, CONTRACTOR, is qualified and willing to provide such services, pursuant to the terms  
17 and conditions of this Agreement.

18 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein  
19 contained, the parties hereto agree as follows:

20 1. **OBLIGATIONS OF THE CONTRACTOR**

21 CONTRACTOR shall perform all services and fulfill all responsibilities as identified in  
22 Exhibit A, Fresno County Vaping Prevention Program Scope of Work, attached hereto and by this  
23 reference incorporated herein.

24 2. **TERM**

25 The term of this Agreement shall be for a period of one (1) year, commencing upon  
26 execution through and including March 23, 2021.

27 3. **TERMINATION**

28 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be

1 provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
2 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
3 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice. Funding for  
4 these services is provided by the California Department of Public Health, through Proposition 56, The  
5 California Healthcare, Research and Prevention Tobacco Tax Act of 2016 and Proposition 99, Tobacco Tax  
6 and Health Protection Act of 1988.

7 B. Breach of Contract - The COUNTY may immediately suspend or terminate this  
8 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 9 1) An illegal or improper use of funds;
- 10 2) A failure to comply with any term of this Agreement;
- 11 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 12 4) Improperly performed service.

13 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach  
14 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such  
15 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.  
16 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any  
17 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were  
18 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund  
19 any such funds upon demand.

20 C. Without Cause - Under circumstances other than those set forth above, this  
21 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of  
22 an intention to terminate to CONTRACTOR.

23 4. COMPENSATION: COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to  
24 receive compensation as identified in Exhibit B, Budget, attached hereto and incorporated herein by this  
25 reference. In no event shall compensation paid for services performed under this Agreement exceed One  
26 Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) during the period of March 24, 2020 through  
27 and including March 23, 2021. It is understood that all expenses incidental to CONTRACTOR'S  
28 performance of services under this Agreement shall be borne by CONTRACTOR.

1           A. COUNTY shall pay CONTRACTOR within forty-five (45) days of receipt and  
2 verification of an approved CONTRACTOR's invoice by COUNTY's Department of Public Health. If  
3 CONTRACTOR should fail to comply with any provision of this Agreement, COUNTY shall be relieved of its  
4 obligation for further compensation.

5           B. COUNTY shall not be obligated to make any payments under this Agreement if the  
6 request for payment is received by the COUNTY more than forty-five (45) days after this Agreement has  
7 terminated or expired.

8           C. CONTRACTOR shall be held financially liable for any and all future  
9 disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State audit  
10 process. At COUNTY's selection, the disallowed amount will be remitted within forty-five (45) days to  
11 County upon notification or shall be withheld from subsequent payments to CONTRACTOR.

12           5. INVOICING: CONTRACTOR shall invoice COUNTY monthly, by the fifteenth (15<sup>th</sup>) day of  
13 each month for the prior month's expenditures, addressed to the County of Fresno, Department of Public  
14 Health, Office of Health Policy and Wellness - TPP, P.O. Box 11867, Fresno, CA 93775, Attention: OHPW  
15 Staff Analyst. Invoices shall detail line items as specified in Exhibit B, including original budget  
16 amount(s), current month's expenses, year-to-date expenses, and budget balances. In addition, invoices  
17 shall also include all relevant supporting documentation including but not limited to copies of original  
18 statements, program expense receipts, payroll records and mileage claims.

19           6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations  
20 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that  
21 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all  
22 times be acting and performing as an independent contractor, and shall act in an independent capacity and  
23 not as an officer, agent, servant, employee, joint venture, partner, or associate of the COUNTY.  
24 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which  
25 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer  
26 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the  
27 terms and conditions thereof.

28           CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and

1 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

2 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right  
3 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable  
4 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
5 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating  
6 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all  
7 other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
8 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

9 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by  
10 the written consent of all the parties without, in any way, affecting the remainder. Notwithstanding the  
11 above, changes to line items in the budget, attached hereto as Exhibit B, that do not exceed ten percent  
12 (10%) of the maximum compensation payable to the CONTRACTOR may be made with written approval of  
13 COUNTY'S Department of Public Health Director or designee. Said budget line item changes shall not  
14 result in any change to the maximum compensation amount payable to CONTRACTOR, as stated herein.

15 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement  
16 nor their rights or duties under this Agreement without the prior written consent of the other party.

17 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at  
18 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and  
19 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or  
20 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its  
21 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including  
22 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,  
23 or corporation who may be injured or damaged by the performance, or failure to perform, of  
24 CONTRACTOR, its officers, agents, or employees under this Agreement.

25 10. INSURANCE: Without limiting the COUNTY's right to obtain indemnification from  
26 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and  
27 effect, the following insurance policies or a program of self-insurance, including but not limited to, an  
28 insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

1           A.     Commercial General Liability

2                     Commercial General Liability Insurance with limits of not less than Two Million  
3                     Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million  
4                     Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis.  
5                     COUNTY may require specific coverages including completed operations,  
6                     products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
7                     liability or any other liability insurance deemed necessary because of the nature of  
8                     this contract.

9           B.     Automobile Liability

10                    Comprehensive Automobile Liability Insurance with limits of not less than One  
11                    Million Dollars (\$1,000,000.00) per accident for bodily injury and for property  
12                    damages. Coverage should include any auto used in connection with this  
13                    Agreement.

14           C.     Professional Liability

15                    If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,  
16                    M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less  
17                    than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars  
18                    (\$3,000,000.00) annual aggregate.

19           D.     Worker's Compensation

20                    A policy of Worker's Compensation insurance as may be required by the California  
21                    Labor Code.

22           E.     Molestation

23                    Sexual abuse / molestation liability insurance with limits of not less than One Million  
24                    Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual  
25                    aggregate. This policy shall be issued on a per occurrence basis.

26                    Additional Requirements Relating to Insurance

27                    CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance  
28                    naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
29                    insured, but only insofar as the operations under this Agreement are concerned. Such coverage for  
30                    additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
31                    by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance  
32                    provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without  
33                    a minimum of thirty (30) days advance written notice given to COUNTY.

34                    CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and

1 employees any amounts paid by the policy of worker's compensation insurance required by this  
2 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
3 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under  
4 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

5           Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
6 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
7 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box  
8 11867, Fresno, CA 93775, Attention: Contracts Section – 6<sup>th</sup> Floor, stating that such insurance coverage  
9 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will  
10 not be responsible for any premiums on the policies; that for such worker's compensation insurance the  
11 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents and employees any  
12 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such  
13 Commercial General Liability insurance names the County of Fresno, its officers, agents and employees,  
14 individually and collectively, as additional insured, but only insofar as the operations under this Agreement  
15 are concerned; that such coverage for additional insured shall apply as primary insurance and any other  
16 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess  
17 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this  
18 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice  
19 given to COUNTY.

20           In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein  
21 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
22 Agreement upon the occurrence of such event.

23           All policies shall be issued by admitted insurers licensed to do business in the State of  
24 California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc.  
25 rating of A FSC VII or better.

26           11.   AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business hours,  
27 and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of  
28 its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall,

1 upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data  
2 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

3 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to  
4 the examination and audit of the Auditor General for a period of three (3) years after final payment under  
5 contract (Government Code Section 8546.7).

6 12. CONFIDENTIALITY: All services performed by CONTRACTOR under this Agreement shall  
7 be in strict conformance with all applicable Federal, State of California and/or local laws and regulations  
8 relating to confidentiality.

9 13. DATA SECURITY: For the purpose of preventing the potential loss, misappropriation or  
10 inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client  
11 information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or  
12 agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services  
13 under this Agreement must employ adequate data security measures to protect the confidential information  
14 provided to CONTRACTOR by the COUNTY, including but not limited to the following:

15 A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices

16 CONTRACTOR may not connect to COUNTY networks via personally-  
17 owned mobile, wireless or handheld devices, unless the following conditions are met:

- 18 1) CONTRACTOR has received authorization by COUNTY for telecommuting  
19 purposes;
- 20 2) Current virus protection software is in place;
- 21 3) Mobile device has the remote wipe feature enabled; and
- 22 4) A secure connection is used.

23 B. CONTRACTOR-Owned Computers or Computer Peripherals

24 CONTRACTOR may not bring CONTRACTOR-owned computers or computer  
25 peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information  
26 Officer, and/or designee(s), including but not limited to mobile storage devices. If data is approved to be  
27 transferred, data must be stored on a secure server approved by the COUNTY and transferred by means of  
28

1 a Virtual Private Network (VPN) connection, or another type of secure connection. Said data must be  
2 encrypted.

3 C. COUNTY-Owned Computer Equipment

4 CONTRACTOR or anyone having an employment relationship with the COUNTY,  
5 may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior  
6 authorization from the COUNTY's Chief Information Officer, and/or designee(s).

7 D. CONTRACTOR may not store COUNTY's private, confidential or sensitive data on  
8 any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

9 E. CONTRACTOR shall be responsible to employ strict controls to ensure the integrity  
10 and security of COUNTY's confidential information and to prevent unauthorized access, viewing, use or  
11 disclosure of data maintained in computer files, program documentation, data processing systems, data  
12 files and data processing equipment which stores or processes COUNTY data internally and externally.

13 F. Confidential client information transmitted to one party by the other by means of  
14 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT  
15 or higher. Additionally, a password or pass phrase must be utilized.

16 G. CONTRACTOR is responsible to immediately notify COUNTY of any violations,  
17 breaches or potential breaches of security related to COUNTY's confidential information, data maintained in  
18 computer files, program documentation, data processing systems, data files and data processing  
19 equipment which stores or processes COUNTY data internally or externally.

20 H. COUNTY shall provide oversight to CONTRACTOR's response to all incidents  
21 arising from a possible breach of security related to COUNTY's confidential client information provided to  
22 CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected individuals as  
23 required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be  
24 responsible for all costs incurred as a result of providing the required notification.

25 14. NON-DISCRIMINATION: During the performance of this Agreement, CONTRACTOR shall  
26 not unlawfully discriminate against any employee or applicant for employment, or recipient of services,  
27 because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,  
28 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,



1 sexual orientation, military status or veteran status pursuant to all applicable State of California and Federal  
2 statutes and regulation.

3 15. COMPLIANCE WITH STATE REQUIREMENTS: CONTRACTOR recognizes that  
4 COUNTY operates its Tobacco Prevention Program with the use of state funds, and that the use of  
5 these funds imposes certain requirements on the COUNTY and its subcontractors. CONTRACTOR shall  
6 adhere to all applicable state requirements, including those identified in Exhibit C, attached hereto and  
7 by this reference incorporated herein. It is understood that Exhibit C also grants the COUNTY certain  
8 rights which are reserved to the State; such rights are fully described therein.

9 16. RECORDS: Financial and statistical data shall be kept and reports made as required by  
10 the COUNTY's Department of Public Health Director and the State. All such records shall be available  
11 for inspection by the designated Auditors of COUNTY or State at reasonable times during normal  
12 business hours. All such records shall be maintained through the end of this Agreement. All records  
13 shall be considered property of COUNTY and shall be retained by COUNTY at the termination or  
14 expiration of this Agreement.

15 17. REPORTS: CONTRACTOR shall submit to COUNTY within ten (10) calendar days all  
16 program reports for the preceding month, as identified in Exhibit A. CONTRACTOR shall also furnish to  
17 COUNTY such statements, records, reports, data, and other information as COUNTY may request  
18 pertaining to matters covered by this Agreement. In the event that CONTRACTOR fails to provide such  
19 reports or other information required hereunder, it shall be deemed sufficient cause for COUNTY to  
20 withhold monthly payments until there is compliance.

21 18. PROHIBITION OF PUBLICITY: None of the funds, materials, property or services provided  
22 directly or indirectly under this Agreement shall be used for CONTRACTOR's advertising, fundraising or  
23 publicity (e.g., purchasing of tickets/tables, silent auction donations, media promotions) for the purpose of  
24 self-promotion. Notwithstanding the above, publicity of the services described in Section One (1) of this  
25 Agreement shall be allowed as necessary to raise public awareness about the availability of such specific  
26 services when approved in advance in writing by COUNTY's Office of Health Policy and Wellness TPP  
27 Project Coordinator. Such items include but are not limited to written/printed materials, materials posted on  
28 the internet, or the use of media (e.g., radio, television, billboards, newspapers), and any related expense.

1 Documents prepared by CONTRACTOR using funding under this Agreement for external release shall  
2 undergo appropriate review and approval prior to release. Review may take up to thirty (30) business days.  
3 Materials, whether newly developed or reprinted, shall include an appropriate acknowledgement/funding  
4 statement.

5 19. NOTICES: The persons and their addresses having authority to give and receive notices  
6 under this Agreement include the following:

7 COUNTY

8 Director, County of Fresno  
9 Department of Public Health  
10 P.O. Box 11867  
11 Fresno, California 93775

CONTRACTOR

12 Steven Ramirez, CEO  
13 California Health Collaborative  
14 1680 W. Shaw Avenue  
15 Fresno, California 93711

16 All notices between the COUNTY and CONTRACTOR provided for or permitted under this  
17 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
18 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
19 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
20 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,  
21 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one  
22 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,  
23 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by  
24 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is  
25 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the  
26 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
27 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
28 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
beginning with section 810).

29 20. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall  
30 only be in Fresno County, California. The rights and obligations of the parties and all interpretation and  
31 performance of this Agreement shall be governed in all respects by the laws of the State of California.

1           21.    SEVERABILITY: The provisions of this Agreement are severable. The invalidity or  
2 unenforceability of any one provision in the Agreement shall not affect the other provisions.

3           22.    ENTIRE AGREEMENT: This Agreement, including all exhibits, constitutes the entire  
4 agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and  
5 supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements,  
6 publications, and understanding of any nature whatsoever unless expressly included in this Agreement.

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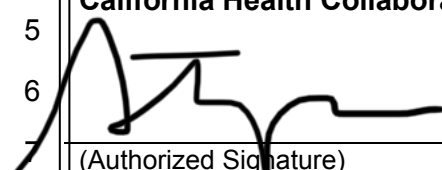
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.

3  
4 **CONTRACTOR:**  
5 **California Health Collaborative**

**COUNTY OF FRESNO:**

6  
7   
8 \_\_\_\_\_  
(Authorized Signature)

  
9 \_\_\_\_\_  
Ernest Buddy Mendes, Chairman of the Board of  
Supervisors of the County of Fresno

8 Steven Ramirez, CEO

9 \_\_\_\_\_  
Print Name & Title

10 1680 W. Shaw Ave.  
11 Fresno California 93711

11 \_\_\_\_\_  
Mailing Address

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

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15  
16 By: \_\_\_\_\_  
Deputy

17  
18 **FOR ACCOUNTING USE ONLY:**

19 Fund/Subclass: 0001/10000  
20 ORG: 56201552  
21 Account: 7295

22 SA  
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## Fresno County Vaping Prevention Program

SCOPE OF WORK REQUIREMENTS	TIMELINE	DELIVERABLE
Agency administrator sets up the budget to include funding for 1.5 FTE Project Coordinators, funding for operational expenses and support with the following specifics:	Execution - 03/2021	Approved budget
Hire and designate a Project Coordinator (1.0 FTE) and a Community Engagement Coordinator (0.5 FTE) with health education, community organizing, and systems change experience.	Execution - 03/2021	Approved budget
Meet monthly or as deemed necessary with Tobacco Prevention Program staff to review progress on work plan and budget.	Execution - 03/2021	Meeting notes
Attend bi-monthly Tobacco-Free Coalition meetings to update the coalition on progress.	Execution - 03/2021	Meeting minutes
Invoice COUNTY monthly, by the fifteenth (15 <sup>th</sup> ) day of each month for the prior month's expenditures, addressed to the County of Fresno, Department of Public Health, Office of Health Policy and Wellness - TPP, P.O. Box 11867, Fresno, CA 93775, Attention: OHPW Staff Analyst.	Execution - 03/2021	Monthly invoices
<b>OVERVIEW OF SCOPE OF WORK</b>		
<b>Objective 1:</b> By March 2021, establish a minimum of four Vaping Prevention Task Forces in communities such as Clovis, Coalinga, Fowler, Fresno, Caruthers, and Selma to support the planning of Vaping Town Halls throughout Fresno County.	Execution - 03/2021	Vaping Task Force rosters, meeting minutes, sign in sheets
<b>Objective 2:</b> By March 2021, develop 3 Vaping Educational Materials/Presentations that are tailored for each community, include information on tobacco and marijuana and are available in English, Spanish and Hmong.	Execution - 03/2021	Educational materials tailored for each community in English, Spanish and Hmong
<b>Objective 3:</b> By March 2021, lead a minimum of 10 town halls for youth and adults, approximately 60 minutes in length, with participation by 25 -35 individuals at each event from a minimum of the following communities of Clovis, Coalinga, Fowler, Fresno, Caruthers, and Selma.	Execution - 03/2021	Community forum presentation, community forum agenda, roster of participants to forum
<b>Objective 4:</b> By March 2021, conduct a debriefing meeting with each Vaping Prevention Task Force and discuss next steps to tackle vaping in the community to culminate into an Action Plan for each community.	Execution - 03/2021	Debriefing meeting minutes, community action plan

## Fresno County Vaping Prevention Program

<b>Objective 1: By March 2021, establish a minimum of four Vaping Prevention Task Forces in communities such as Clovis, Coalinga, Fowler, Fresno, Caruthers, and Selma to support the planning of Vaping Town Halls throughout Fresno County.</b>		
<b>ACTIVITY</b>	<b>TIMELINE</b>	<b>DELIVERABLES</b>
Gather local data through sources such as the California Healthy Kids Survey Data, California Student Tobacco Survey, Monitoring the Future, Healthy Stores for Healthy Communities, local school data, etc. in order to determine the extent of e-cigarette/vape use among youth in the determined jurisdictions.	Execution - 03/2021	Local data for each community to be served
Recruit community members from various sectors, including police department, local schools, community organizations, youth serving organizations, health organizations, TUPE, or DOJ funded agencies, etc. to form part of a Vaping Prevention Task Force. Task Forces will be located in a target community and may include membership from several communities. Task Forces will lead the planning of Vaping Town Halls in communities throughout Fresno County.	Execution- 06/2020	Roster of Vaping Task Force members, recruitment materials
Host an initial Task Force Meeting to discuss local data related to e-cigarette use and solicit buy in from community members to host a Community Town Hall/Community Forum.	Execution - 06/2020	Presentation from Initial meeting, agenda, meeting minutes, sign in sheet
Administer a Pre and Post Survey that assesses the Vaping Task Force's knowledge, skills, and comfort with addressing vaping in their community.	Execution - 06/2020	Pre and post survey data
Host bi-monthly or monthly meetings with the Vaping Prevention Task Force in each community to plan the Vaping Town Hall and provide further training/information during meetings that would support vaping efforts among their own organizations.	05/2020 – 03/23/21	Meeting agenda, meeting minutes, sign in sheets

## Fresno County Vaping Prevention Program

<b>Objective 2: By March 2021, develop 3 Vaping Educational Materials/Presentations that are tailored for each community, include information on tobacco and marijuana and are available in English, Spanish and Hmong.</b>		
<b>ACTIVITY</b>	<b>TIMELINE</b>	<b>DELIVERABLES</b>
Determine data, format, audience, and specific need for local vaping materials by asking TPP staff, consulting with the Vaping Taskforce, and asking local organizations, including schools.	05/2020-07/2020	Log of contacts made in each community, collected data and information to be used in materials
Consult with the California Smoker's Helpline to determine information that can be included in the Town Hall/Forum presentation and information which can be included in each educational material to support quitting of e-cigarette/vape use by community residents, including youth.	05/2020-07/2020	Log of contact with California Smoker's Helpline, completed slides of CA Smoker's Helpline information, information to be included in educational materials
With input from the Vaping Taskforce and TPP staff, develop two Community Presentations to be used at the Community Forums/Town Halls. One presentation will be designed for parents and will include information on the health impacts of vaping nicotine and marijuana, tobacco industry marketing tactics, secondhand and thirdhand smoke and aerosol impacts, signs for parents to identify vaping among their children, how to talk to their children about tobacco/marijuana use and resources to quit vaping. The second presentation will be tailored for youth and include similar information but will feature an interactive format and include youth friendly cessation information from the Truth Initiative, as well as youth resources for staying tobacco and marijuana-free.	05/2020-07/2020	Completed community presentations
Develop 1 educational materials (i.e. brochures, leaflets, postcard, etc.) with support from the Vaping Task Force to be disseminated at local vaping Town Halls/Community Forums. Each material will be personalized for each community with local resources.	05/2020-07/2020	Finalized educational materials

## Fresno County Vaping Prevention Program

Conduct a focus group with the intended target audience for the educational material to gain their insight on the effectiveness and appropriateness of the material.	05/2020-07/2020	Focus group results
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## Fresno County Vaping Prevention Program

<b>Objective 3: By March 2021, lead a minimum of 10 community forums or town halls for youth and adults, approximately 60 minutes in length, with participation by 25 -35 individuals at each event from a minimum of the following communities of Clovis, Coalinga, Fowler, Fresno, Caruthers, and Selma.</b>		
<b>ACTIVITY</b>	<b>TIMELINE</b>	<b>DELIVERABLES</b>
Identify a date and location for the community forum/town halls in a minimum of the following communities: Clovis, Coalinga, Fowler, Fresno, Caruthers and Selma with the Vaping Task Force.	04/10/20-06/30/20	Calendar of all Town Hall dates and locations
Develop recruitment materials for the Community Vaping Forum/Town halls tailored for each community. Recruitment materials will include an Eventbrite Page, Flyers and Posters, and Facebook Event Pages.	04/10/20-06/30/20	Finalized recruitment materials tailored for each jurisdiction
Disseminate recruitment materials and recruit a minimum of 25-35 individuals per jurisdiction by participating in community events, school parent events, hosting booths at churches, requesting school auto dialers, passing out flyers/posters at local businesses, using social media and hosting an Eventbrite page that allows for follow up calls and emails leading up to the event.	04/10/20 – 01/31/21	Recruitment Log
Purchase and identify incentive materials for raffle at Community Forums/Town Halls that will encourage participation by community residents.	04/10/20 – 01/31/21	Log of incentive materials, distribution log
Implement 10 town halls designed to be at minimum 60 minutes in length in each community. Recruit town hall panel speakers, such as law enforcement, school administrators, health professionals, youth, former vape/e-cigarette users, and others as determined by the Vaping Taskforce from each community to participate in each jurisdiction’s town hall/community forum.	04/10/20 – 01/31/21	Finalized community forum/town hall event program with agenda and information on speakers, participant sign in sheets
Develop and disseminate post-event participation surveys to identify an increase in knowledge, skills and a change in attitudes regarding Vaping Prevention among participants.	04/10/20 – 01/31/21	Post-Event participation survey

## Fresno County Vaping Prevention Program

<b>Objective 4: By March 2021, conduct a debriefing meeting with each Vaping Prevention Task Force and discuss next steps to tackle vaping in the community to culminate into an Action Plan for each community.</b>		
<b>ACTIVITY</b>	<b>TIMELINE</b>	<b>DELIVERABLES</b>
Host a debriefing meeting for each Vaping Prevention Task Force to discuss the results of the participant surveys and their satisfaction with the Vaping Town Hall/Community Forum.	06/10/20-03/23/21	Debriefing meeting agenda and minutes, aggregated data from participant surveys for each community, debriefing meeting sign in sheet
Provide each Vaping Task Force Member with an incentive and certificate for their participation.	06/10/20-03/23/21	Incentive distribution log
Host a mini-strategy session following the debriefing portion of the meeting to discuss next steps regarding Vaping Prevention following the Community Forum/Town Hall. This may include a review of data, a discussion on areas of concern related to vaping prevention, and plans for the future, such as conducting future Community Forums/Town Halls, education in schools, law enforcement plans, plans to increase cessation resources available to the community, etc. Invite Vaping Task Force Members to join the local LLA Fresno County Tobacco coalition.	06/10/20-03/23/21	Mini –strategy session notes
Finalize a 1-2 page action plan for the community with a debrief of the Town Hall and Next Steps discussed at the debriefing meeting to be used by community partners in moving forward with Vaping Prevention efforts.	06/10/20-03/23/21	Finalized vaping prevention action plan for each jurisdiction

**Fresno County Vaping Townhall Meetings  
California Health Collaborative  
March 2020-March 2021**

**PROGRAM EXPENSES NARRATIVE**

**Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001- 0042**

The Project Director (PD) provides direct administration, supervision, and leadership to the program. Supervises the Program Coordinator, completes final program reports, supports evaluation activities, and assists with coordinating the activities of the project.

Salary:  $\$3383.33 \times 5\% \text{ FTE} \times 24\text{PP} = \$4060$

Fringe:  $\$4060 \times 22\% = \$893$

Total Salary & Fringe:  $\$4953$

The Program Coordinator (PC) is the project liaison in the targeted Fresno County region. The PC works in conjunction with the PD on a daily basis and assists with coordinating the Vaping Task Forces, development of program materials, implement the Vaping Townhall, leads development of community action plans, supports program evaluation, and implementation of SOW activities.

Salary:  $\$1875 \times 100\% \text{ FTE} \times 24 \text{ PP} = \$45000$

Fringe:  $\$45000 \times 22\% = \$9900$

Total Salary & Fringe:  $\$54900$

The Community Engagement Coordinator (CEC) is responsible for networking and building partnerships in each assigned community. The CEC assists the PC with coordinating the Vaping Task Forces, developing program materials, recruiting participants for the Vaping Town Halls, recruiting panel speakers, assisting the PC with the development of Community Action Plans and supporting evaluation activities, as directed by the PC.

Salary:  $\$1750 \times 50\% \text{ FTE} \times 24\text{PP} = \$21000$

Fringe:  $\$21000 \times 22\% = \$4620$

Totally Salary & Fringe:  $\$25620$

Fringe: Calculated at 22% of employee salaries, includes FICA/OASDI, State Unemployment - SUI, Medical/Health Benefits, Dental Benefits, Vision Benefits, Retirement Benefits, Worker's Compensation

Total:  $\$85473.20$

**Facilities/Equipment Expenses – Line Items 1010-1011**

Rent:  $150 \text{ sq ft} \times \$2.75 \text{ sq ft} \times 1.55 \text{ FTE} \times 12 \text{ months} = \$8370$

Equipment: Two Laptops and Projector to be used by the Program Coordinator and Community Engagement Coordinator in completion of Scope of Work Activities. Two Laptops  $\$1500 \times 2 = \$3000$ , two 22 Inch Monitor  $\$220 \times 2 = \$440$ , Two Docking Stations at  $\$200 \times 2 = \$400$ , Two sets of Computer Software  $\$250 \times 2 = \$500$ , Two sets of Laptop Accessories  $\$153 \times 2 = \$306$ , One Projector  $\$920 = \$5566$

Total:  $\$13936$

**Operating Expenses - Line Items 1060-1079**

**Telephone and Computer Network:** Communication expenses related to operating phones and internet to support Scope of Work activities.  $\$200 \times 12 = \$2400$

**Postage:** Expenses for project mailings such as daily correspondence, invoices, mailings of educational information and materials, if requested by the community, and dissemination of evaluation findings. Costs vary month to month but average \$40 per month.  $\$40 \text{ per month} \times 12 \text{ months} = \$480$

**Printing/Coping:** Expenses for printing of educational materials developed in approved Scope of Work activities,  $\$350 \text{ per month} \times 12 \text{ months} = \$4200$

**Office Supplies:** General office supplies used by staff and community advocates in the completion of Scope of Work activities.  $\$350 \text{ per month for general office supplies} \times 12 \text{ months} = \$4200 + \$500 \text{ per desk} \times 2 \text{ staff members} = \$1000; \$5200 \text{ total}$

**Staff Transportation:** Local travel calculated at \$0.58 per mile for approximately 1000 miles per month for travel to communities to conduct Vaping Task Force trainings, meetings with local residents or panel members, attend community events to recruit participants to townhalls, attend trainings, meet with TPP staff, provide updates at Fresno County Tobacco Coalition Meetings, etc.  $1000 \text{ miles per month} \times \$0.58 \times 12 \text{ months} = \$6960$

**Staff Training and Registration:** \$2000 for 1-2 trainings for the Project Coordinator and the Community Engagement Coordinator to support an increase in knowledge on Vaping, E-Cigarettes, Marijuana and Tobacco.

**Food:** Food and Refreshments for Town Hall Meetings and Vaping Task Force Meetings.  $\$50 \text{ per Task Force Member} \times \text{approximately } 40 \text{ members (4 Task Forces} \times \text{approx. } 10 \text{ Members per Task Force)} = \$2000 + \$1500 \text{ for Food and Refreshments for refreshments or snacks to be purchased for Town Hall Meetings} = \$3500$

**Educational Materials:** Materials purchased to educate the community on the impact of Vaping at Town Halls, recruitment events, trainings for Task Force Members, etc. Materials can include brochures, educational displays, posters, interactive displays, table cloths, vaping prevention polos for staff, canopy for use at community events to promote the project, and other materials used in the education of the public.  $730 \times \$2 \text{ per brochure} = \$1460; \$200 \times 4 \text{ educational/interactive displays} = \$800; \$300 \times 2 \text{ table cloth to promote the project} = \$600; 2 \text{ Polo Shirts to promote the project} \times 3 \text{ staff} \times \$40 \text{ a shirt} = \$240, \$954 \times 1 \text{ canopy} = \$954; \text{Total} = \$4054$

**Incentives:** Incentives to be provided to the Vaping Task Force Members and used as incentives for participation of community residents in the Vaping Townhalls.  $40 \text{ committee members} \times \$50 = \$2000 + \$100 \text{ in incentives} \times 10 \text{ townhalls} = \$1000; \text{Total } \$3000$

Total: \$31794

**Financial Services Expenses – Line Items 1080-1085**

External Audit: Estimated expenses for an external audit of the program \$246

Liability Insurance: Program share of liability insurance \$130

Total: \$376

Consultant (Network and Data Management): No costs associated with a Consultant for Year 1

**Indirect Cost**

Administrative expenses such as overhead accounting support and payroll services, utilities, building and equipment maintenance, janitorial services, insurances costs, and dues and subscriptions. \$131579 Total Direct Cost x 13.9998% = \$18420.82

**TOTAL PROGRAM EXPENSES: \$150,000**

Fresno County Vaping Prevention Program  
 California Health Collaborative  
 March 2020 - March 2021

<b>PERSONNEL SALARIES:</b>		<b>Annual Salary</b>	<b>% FTE<sup>1</sup></b>	<b>FTE Annual Salary</b>	<b>Benefit Rate<sup>2</sup></b>	<b>Benefit Cost</b>
0001	Project Director	\$ 81,200.00	5%	\$ 4,060.00	22%	\$ 893.20
0002	Project Coordinator	\$ 45,000.00	100	\$ 45,000.00	22%	\$ 9,900.00
0003	Community Engagement Coordinator	\$ 42,000.00	50%	\$ 21,000.00	22%	\$ 4,620.00
0004	Title	\$ -				\$ -
0005	Title	\$ -				\$ -
<b>Sub-Total</b>				\$ 70,060.00		\$ 15,413.20
<b>SALARIES TOTAL</b>						<b>\$ 85,473.20</b>
<b>FACILITIES/EQUIPMENT EXPENSES:</b>						
1010	Rent/Lease Building		Monthly	\$697.50		\$8,370.00
1011	Equipment					\$5,566.00
<b>FACILITY/EQUIPMENT TOTAL</b>						<b>\$13,936.00</b>
<b>OPERATING EXPENSES:</b>						
1060	Telephone and Computer Network					\$2,400.00
1062	Postage					\$480.00
1063	Printing/Copying					\$4,200.00
1066	Office Supplies					\$5,200.00
1072	Staff Transportation					\$6,960.00
1074	Staff Training/Registration					\$2,000.00
1077	Food					\$3,500.00
1078	Educational Materials					\$4,054.00
1079	Incentives					\$3,000.00
<b>OPERATING EXPENSES TOTAL</b>						<b>\$31,794.00</b>
<b>FINANCIAL SERVICES EXPENSES:</b>						
1081	External Audit					\$246.00
1082	Liability Insurance					\$130.00
<b>FINANCIAL SERVICES TOTAL</b>						<b>\$376.00</b>
<b>TOTAL DIRECT COSTS</b>						<b>\$131,579.20</b>
<b>INDIRECT COSTS</b>		<b>13.9998% of total direct costs</b>				<b>\$18,420.82</b>
<b>TOTAL PROGRAM EXPENSES</b>						<b>\$150,000.00</b>

## EXHIBIT C

### GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage 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 the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.



14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

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