

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-10016

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Public Health (Also referred to as CDPH or "The State")

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

October 1, 2026, or upon approval date, whichever is later.

THROUGH END DATE

June 30, 2029

3. The maximum amount of this Agreement is:

\$4,312,883.00 (Four Million, Three Hundred Twelve Thousand, Eight Hundred Eighty-Three Dollars and Zero Cents)

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

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

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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AGREEMENT NUMBER

26-10016

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, M.S. 1802, P.O. Box 997377

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Ravi Ayer

TITLE

Chief, Centralized Contract Services Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC exemption pursuant to AB 816 - Chapter 195,
Statute 1994, Section 63

EXHIBIT A – SCOPE OF WORK

1. Service Overview

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

Pursuant to Health and Safety Code (HSC) Section 104390, the Contractor shall operate and maintain a statewide tobacco prevention information and resources clearinghouse. The Clearinghouse will provide specialized support on developing and disseminating new and existing educational materials and support tobacco prevention efforts across California by providing timely, efficient, and accessible information and resources to California Tobacco Prevention Program (CTPP)-funded partners.

2. Service Location

The services shall be performed at the Contractor's place of business, and various locations in California where meetings, trainings, and conferences may be held.

3. Service Hours

The services shall be provided during normal Contractor working hours of 8:00 a.m. to 5:00 p.m. PDT, Monday through Friday.

4. Project Representatives

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

California Department of Public Health	[Enter Contractor Name]
To Be Determined	[Enter Name of Contractor's Contract
Telephone: (XXX) XXX-XXXX	Manager] Telephone: (XXX) XXX-XXXX
Fax: (XXX) XXX-XXXX	Fax: (XXX) XXX-XXXX
E-mail: XXXXXXXX@XXXXXXX	E-mail: XXXXXXXX@XXXXXXX

B. Direct all inquiries to:

California Department of Public Health California Tobacco Prevention Program Attention: To Be Determined Mail Station Code 7206 P.O. Box 997377 Sacramento, CA, 95899-7377 Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: XXXXXXXX@XXXXXXX	[Enter Contractor Name] Section or Unit Name (if applicable) Attention: [Enter name, if applicable] Street address & room number, if applicable P.O. Box Number (if applicable) City, State, Zip Code Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX E-mail: XXXXXXXX@XXXXXXX
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C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address Contractor: [Legal Business Name] Attention "Cashier": Address City, Zip Phone Fax E-mail
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D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Progress Reports or Meetings

A. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by CDPH to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.

- B. At the conclusion of this agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this agreement, Contractor shall submit a comprehensive final report.

6. Staffing Requirements

Proposers are required to include the following positions:

Staffing	Position	Responsibilities
Required: One Staff 75-100% FTE	Project Director/ Coordinator	This position must be listed as the Primary Tobacco Contact in OTIS and act as the primary day-to-day point of contact for CDPH/CTPP communication to the Agency. This position is responsible for overall and day-to-day management to implement and to evaluate the project; provides oversight of the SOW, budget, progress reports, and invoices; oversees maintenance of required documents for auditing purposes; implements evaluation activities; prepares required reports; and devotes a minimum of 10 percent of a full-time position (equivalent to four hours per week) to overseeing evaluation activities.

Required: One Staff or Subcontract/ Consultant 5% FTE	Evaluator	This position implements activities such as development of data collection instruments and protocols; provides data collection training; oversees sampling methodology; data analysis; and report writing. Duties may also include assisting with data translation and dissemination of evaluation results. The individual designated as the Evaluator must meet the following minimum requirements: 1) at least one course in study design or at least one year of experience determining the study design for an evaluation; 2) have intermediate or higher proficiency in calculating sample size, developing a sampling scheme, and determining appropriate data collection methods; 3) completed one course in program evaluation or one year of planning and implementing a program evaluation; 4) have intermediate or higher proficiency in evaluating behavior change, policy, or media interventions; 5) at least two intermediate courses in statistics; and 6) have intermediate or higher expertise in using statistical software packages to analyze and interpret quantitative data. The Evaluator must not exceed 5% FTE in the budget.
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7. Contractor Responsibilities

- A. Maintain an active internet account.
- B. All CDPH/CTPP-funded projects and contracts are required to:
- C. Utilize OTIS for contract management.
- D. Obtain and maintain an active Partners account. Partners is a web-based communication system. CDPH/CTPP-funded projects and contracts are required to access Partners at least once a week to review weekly updates.
- E. The Contractor shall employ fiscal/administrative staff with the appropriate training and

experience to maintain fiscal accountability and track CDPH/CTPP funds. Staff shall be knowledgeable of and practice: standard accounting and payroll practices (including state and federal tax withholding requirements), maintenance of fiscal/administrative records/documents, appropriate tracking and review/approval of expenditures, and other administrative policies and procedures which will maintain the fiscal integrity of the funds awarded to the Contractor.

- F. The Contractor should maintain accounting records that reflect actual expenditures including, but not limited to accounting books, ledgers, documents, and payroll records, including signed timesheets, etc., and will follow standard accounting procedures and practices that properly reflect all direct and indirect expenses related to the funding. These records shall be kept and made available to CDPH/CTPP for three (3) years from the date of the final contract payment.
- G. The Contractor is required to expend the contract funds to implement the agreed upon within this agreement and adhere to California Tobacco Prevention Program Policy California Tobacco Prevention Program Administrative Manual. These manuals are in OTIS under the Training Menu, and User Manuals, where users can view and download the latest version of the manual as a PDF file.

8. Audit Requirements

Proposition 56, Subsection 30130.56(a) states that the California State Auditor shall at least biennially conduct an independent financial audit of the state and local agencies who are recipients of Proposition 56 funds. As such, Contractors are to maintain fiscal and program records documenting expenditures and program implementation for three years beyond the term of the contract award.

9. Services to be Performed

See the attached Exhibit A, Attachment I as follows for a detailed description of the services to be performed.

EXHIBIT A-1 – SERVICES TO BE PERFORMED

Objective	By June 30, 2026, the Clearinghouse of California will implement a system to support California Tobacco Prevention Program (CTPP)-funded projects/partners in reaching their objectives by 1) Increasing access to educational materials that are culturally responsive, high-quality resources tailored to audience factors such as language, population, and community values; 2) Providing resources and support to local projects working to create outreach materials to educate and engage communities in tobacco-related work; 3) Providing citation assistance request fulfillments; 4) Providing leadership, training and support to all CTPP-funded projects around educational materials development and dissemination. Activities will enhance the capacity of CTPP-funded projects/partners to work, educate and engage with local, state and national stakeholders. Eighty-five percent (85%) of CTPP-funded projects/partners will Agree or Strongly Agree that the Statewide Provider was very helpful in supporting their project to achieve its objectives.			
Activity #	Intervention Activity Plan	Activity Category	Responsible Parties	Tracking Measures
1.1	Regularly connect with the California Tobacco Prevention Program (CTPP)-funded statewide projects, and other state, regional, and local partners to obtain information, training, and assistance to revise and/or co-develop priority population educational materials. Attend all open monthly meetings (e.g., monthly UNDO call, Communities of Practice Meetings) to procure technical assistance and track on issues where additional support may be needed. Seek additional opportunities to collaborate with funded partners by attending in-person or virtual meetings, trainings, conferences, webinars, conference calls, and other opportunities relevant to the scope of work. At least twice per year, conduct a review of current educational materials to update.	Coordination & Collaboration	TBD	Log - Collaboration
1.2	Develop a public health pipeline (PHP) project that offers at least one (1) internship placement opportunity to students at local trade schools, colleges or universities. As part of the PHP project, 1) establish the necessary agreements with participating colleges/universities, 2) develop a strategic plan for the recruitment of diverse	Coordination & Collaboration	TBD	Agreements with Participating School(s) Internship Guidelines List of Participants Recruitment Plan

	applicants, 3) create guidelines for developing personalized internship goals/objectives with a diverse pool of participants; and 4) establish reporting processes with participating schools. Provide compensation to participants in the form of salary, stipend or through subcontracting that will not exceed the amount per semester for the hours of service outlined in the budget justification			
1.3	Provide quit kit fulfillment for Kick It California (KIC), of approximately 6,000 quit kits annually in English and Spanish. Maintain sufficient inventory, coordinate with printers, and assemble, address, and mail kits within 48 hours of request using first-class postage. Communicate with KICs database twice per week to download orders, ensure confidentiality and weekly data purging, and provide a weekly electronic feedback loop documenting fulfillment activity and turnaround times. Services operate Monday-Friday, excluding state holidays.	Community Education Activities	TBD	Quit Kit Fulfillment Report
1.4	Fulfill Stop Tobacco Access to Kids Enforcement (STAKE) Act kits and laminated adhesive STAKE signs (approximately 50,000-60,000 annually) orders from retailers and approved CDPH/CTPP-funded projects. STAKE Act materials are only available for retailers and CDPH/CTPP funded projects. Orders are not subject to specified limits, however, orders exceeding 500 kits are sent to CDPH/CTPP for approval before being fulfilled.	Community Education Activities	TBD	STAKE Act Fulfillment
1.5	Create and maintain an email list with a broad cross-section of tobacco prevention advocates at state, regional, and local levels, including community-based organizations, priority population serving organizations, local health organizations, stakeholders, and CTPP-funded partners. Create and distribute a newsletter to the email list at least six (6) times per reporting period, which will include information such as upcoming events, educational material spotlights, training opportunities, and technical assistance services.	Community Education Activities	TBD	Analytics Summary Copy of Newsletter(s) Email List

1.6	Maintain a create-your-own educational material service with the ability to select from pre-approved written, photo and graphic content to create custom educational materials including, but not limited to: brochures, posters, postcards, rack cards, bookmarks, stickers or signs. Create 2-4 templates per year with customizable pre-vetted content blocks, culturally appropriate photos, 2-4 choices of language, color options and the ability to add logo branding and program/contact information.	Educational Material Development	TBD	Log - Templates
1.7	Support the printing and distribution of one (1) mailing for approximately 30,000 retailer education materials. Graphics, color, and paper quality will vary by item. Ensure high-quality, competitively priced, and timely delivery of materials requested by CTPP.	Educational Material Development	TBD	Distribution Log
1.8	Maintain warehouse facilities for bulk storage and distribution of Kick It California (KIC) materials. Fulfill no-cost catalog orders of up to 1,000 print copies annually per agency.	Educational Material Development	TBD	KIC Fulfillment Report
1.9	Maintain and market an educational materials catalog optimized for digital dissemination, materials ordering system, and access to technical assistance. Materials will be categorized by topic, audience, format, and language and available for digital download, standard formats for in-office printing or camera-ready formats.	Educational Material Development	TBD	Copy of Catalog
1.10	In consultation with CTPP and Material Advisory Team (MAT), annually develop 8-10 new educational materials regarding tobacco education and prevention, public health policy, system and environmental change, including 10-16 specifically for priority population(s) that will be disseminated to CTPP-funded partners and their networks to be used to inform and educate community-based organizations, community members, stakeholders, and decision-makers. MAT will meet at least twice per year, and on an as-needed basis, with CDPH/CTPP staff to review and approve materials. Post newly developed materials to the education materials catalog.	Educational Material Development	TBD	Consumer Testing Summary Report Materials Developed

	New/updated materials must be consumer-tested. Develop the testing instrument and protocol, pilot test it, and revise it as needed for field use. Conduct surveys or interviews with a range of 5-10 people from the intended audience for the material and document participant reactions and feedback for the material. Analyze and summarize participant reactions and feedback for the material.			
1.11	In collaboration with appropriate CTPP-funded projects and Statewide Technical Assistance Providers, 5-10 materials will be revised annually. Updates will incorporate the latest statistics and be culturally and linguistically tailored to reflect the needs of CTPP-funded projects, priority populations and the evolving tobacco prevention landscape. All updated materials will be included in the catalog.	Educational Material Development	TBD	Materials Revised
1.12	In collaboration with CTPP Evaluation and Surveillance Section, provide technical assistance and training services on the use and formatting of citations and strategies for identifying the most current and authoritative sources. Respond to 50-75 citation formatting for materials requests annually. Provide 1-2 webinars and create and maintain at least 2-3 resources to educate CTPP-funded projects and partners on best practices for identifying and citing sources and/or formatting citations.	Training and Technical Services	TBD	Log - Technical Assistance
1.13	Provide at least 200 instances of technical assistance (TA) and services annually to CTPP-funded projects and partners design support services will include CTPP Media Unit asset resizing and adding local project branding. Technical assistance will include information on topics such as developing effective messages, material design, readability, defining the audience, meeting CTPP Policy Manual requirements and accessibility standards, and field testing of materials. TECC will provide language translation services for up to two (2) materials, translated into two (2) different languages per agency, per fiscal year. Primary languages of interest are Spanish,	Training and Technical Services	TBD	Log - Technical Assistance

	Traditional Chinese, Simplified Chinese, Korean, Vietnamese, Punjabi, and Arabic. These services may be used at the request of CDPH/CTPP in creating educational materials for statewide distribution and are not expected to exceed 200 hours. TA and resources will be provided proactively throughout the year and as requested by CTPP-funded projects. Topics will be tracked via the TA log to inform and shape training/affinity group call topics and the ongoing development of relevant tools and resources.			
1.14	Conduct 4-6 virtual or in-person trainings annually, approximately 30 to 60 minutes in length for CTPP-funded projects. Training topics should include but are not limited to: use of research and evidence-based strategies for educational material development, and consumer testing, how to communicate more effectively; designing culturally and linguistically appropriate educational materials to reach priority populations; and how to define your audience, develop your message and frame tobacco-related health disparities to promote equity.	Training and Technical Services	TBD	Annual Training Plan Log Training Tracking Training Agendas Training Materials
1.15	Provide 50-100 hours of educational materials development support services to CDPH/CTPP. Services may include: photography services, not expected to exceed 25 hours or two (2) projects; language translation services, not expected to exceed 10 hours per fiscal year; consumer testing services two to four (2-4) materials for key materials being adapted for statewide use including for Kick It California (KIC) materials. These services may be used to enhance statewide distribution.	Training and Technical Services	TBD	Log - Technical Assistance
1.16	Final Evaluation Reporting	Evaluation	TBD	Brief Evaluation Report
1.17	Collection of Process Data - Education/Participant Survey To inform staff and trainers about how to improve future trainings, webinars, meetings, technical assistance, etc., an education/participant survey will be conducted with a census of all participants after/at the end of the training. A [MODE: online/mobile, a pen and paper]		TBD	Education/Participant Coalition Survey Summary Report Education/Participant Survey Instrument and Protocol

	data collection instrument and protocol will be developed or adapted [in consultation with the Tobacco Control Evaluation Center (TCEC) or from another source] pilot tested, revised, and tailored for use with the intended population and cultures. Data will be analyzed using [TYPE OF ANALYSIS: descriptive statistics, content analysis, other types of qualitative or quantitative analysis] to summarize results. Key findings will be reported and shared with [AUDIENCES: staff, coalition, community leaders, general public, etc.] through [FORMATS: presentation, fact sheet, summary report, media release, podcast, etc.] Lessons learned will be used to [ACTION PLAN: improve future trainings, webinars, meetings, technical assistance, etc.] determine other training, education, or service needs, link to interventions as appropriate, etc.	Evaluation		
1.18	Collection of Process Data - Other To inform project staff about the successes and challenges of the internship program, conduct interviews with each intern prior to their completion of the program (i.e., exit interviews). In consultation with TCEC, develop an interview guide to explore topics such as increased self-efficacy to engage in the public health sector, challenges and successes of completing assignments, the value or utility of the skills gained, and whether they would recommend the internship program to other students. Conduct qualitative analysis of the interviews and use the qualitative analysis of interview results to debrief with project team members and identify tangible steps for improving future internship opportunities. Summarize and report interview findings annually and share results with interns, project staff, and the field via Partners.	Evaluation	TBD	KII Instrument and Protocol KII Summary Report Training Materials
1.19	Collection of Process Data - Other Develop and administer one (1) needs assessment in the first six (6) months to CTPP-funded projects to solicit feedback and recommendations to guide project activities on topics such as material dissemination,	Evaluation	TBD	Survey Instrument Survey Summary

	educational materials needed, material fulfillment, and training needs. A pen-to-paper or web-based instrument will be used to collect the data. The survey results will be analyzed using descriptive statistics such as percentages, frequencies, and means.			
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EXHIBIT B – BUDGET DETAILS AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Proposal specified in Attachment I of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted electronically to the assigned Procurement Manager and CC: CTPPInvoices@cdph.ca.gov not more frequently than monthly in arrears.
- D. Invoice shall:
 - 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A.
 - 2) Identify the billing and/or performance period covered by the invoice.
 - 3) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

E. Amounts Payable

The amounts payable under this agreement shall not exceed: **To Be Determined**

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the

program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

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

5. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.

- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

6. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
 - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for re-payment.
 - 2) A repayment schedule agreeable between the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

7. Travel and Per Diem Reimbursement

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

<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

8. Prime Contractor DVBE Certification (when required)

Pursuant to the Military and Veterans Code section 999.7 all state departments must withhold \$10,000, or full final payment if it values less than \$10,000.00, from a prime contractor's final payment until CDPH receives a fully completed and accurate STD 817 Prime Contractor's Certification - DVBE Subcontractor Report.

Contracts entered into on or after January 1, 2021, ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until a prime contractor complies with the certification requirements of subdivision (d) of Section 999.5. A prime contractor that fails to comply with the certification requirement shall, after notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the prime contractor refuses to comply with the certification requirements, the awarding department shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000). For contracts awarded for use by multiple state agencies, the Department of General Services may prescribe additional or alternative mechanisms for enforcing the certification requirement

Upon completion of an awarded contract for which a commitment to achieve a disabled veteran business enterprise goal was made, an awarding department shall require the prime contractor that entered into a subcontract with a disabled veteran business enterprise to certify to the awarding department all of the following:

- A. The total amount the prime contractor received under the contract.
- B. The name and address of the disabled veteran business enterprise that participated in the performance of the contract and the contract number.

- C. The amount and percentage of work the prime contractor committed to provide to one or more disabled veteran business enterprises under the requirements of the contract and the amount each disabled veteran business enterprise received from the prime contractor.
- D. That all payments under the contract have been made to the disabled veteran business enterprise. Upon request by the awarding department, the prime contractor shall provide proof of payment for the work.

EXHIBIT B-1 – BUDGET PROPOSAL
(Adjustable Template Can Be Found in Attachment 6)

Contractor's Name
26-10016

Budget Proposal

California Tobacco Prevention Clearinghouse Contractor and Proposed Subcontractors					
List your organization in the Contractor field under Agency Name. List known Subcontractors by name in the Subcontractor field(s) under Agency Name. If you plan to subcontract any portion of the Scope of Work but have not identified an agency, indicate TBD (to be determined) in place of the name. List the fully loaded costs to complete each of the specified services for each fiscal year.					
SERVICE	AGENCY NAME	BUDGET YEAR 1 10/01/26 - 06/30/27	BUDGET YEAR 2 07/01/27 - 06/30/28	BUDGET YEAR 3 07/01/28 - 06/30/29	TOTAL
1. Community Education Activities					
Contractor		\$ -	\$ -	\$ -	\$ -
Subcontractor #1		\$ -	\$ -	\$ -	\$ -
Subcontractor #2		\$ -	\$ -	\$ -	\$ -
Subcontractor #3		\$ -	\$ -	\$ -	\$ -
2. Coordination & Collaboration					
Contractor		\$ -	\$ -	\$ -	\$ -
Subcontractor #1		\$ -	\$ -	\$ -	\$ -
Subcontractor #2		\$ -	\$ -	\$ -	\$ -
Subcontractor #3		\$ -	\$ -	\$ -	\$ -
3. Educational Material Development					
Contractor		\$ -	\$ -	\$ -	\$ -
Subcontractor #1		\$ -	\$ -	\$ -	\$ -
Subcontractor #2		\$ -	\$ -	\$ -	\$ -
Subcontractor #3		\$ -	\$ -	\$ -	\$ -
4. Training and Technical Services					
Contractor		\$ -	\$ -	\$ -	\$ -
Subcontractor #1		\$ -	\$ -	\$ -	\$ -
Subcontractor #2		\$ -	\$ -	\$ -	\$ -
Subcontractor #3		\$ -	\$ -	\$ -	\$ -
5. Evaluation					
Contractor		\$ -	\$ -	\$ -	\$ -
Subcontractor #1		\$ -	\$ -	\$ -	\$ -
Subcontractor #2		\$ -	\$ -	\$ -	\$ -
Subcontractor #3		\$ -	\$ -	\$ -	\$ -
TOTAL Costs per above		\$ -	\$ -	\$ -	\$ -

EXHIBIT C – GENERAL TERMS AND CONDITIONS (GTC 02/2025)

General Terms and Conditions can be viewed at <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-Updates/GTC-225-February-2025.pdf>.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

1. Cancellation

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

2. Intellectual Property Rights

A. Ownership

- 1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- 2) For the purposes of this Agreement, Intellectual Property means recognized

protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- 3) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- 4) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.

- 5) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- 6) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

B. Retained Rights / License Rights

- 1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute,

and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- 2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe

the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

C. Copyright

- 1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- 2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], California Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the California Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

D. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described

under Paragraph b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

E. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first:

(i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Paragraph b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

F. Warranties

1) Contractor represents and warrants that:

- a. It is free to enter into and fully perform this Agreement.
- b. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- c. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any

Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

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

G. Intellectual Property Indemnity

- 1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions,

damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

- 2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- 3) Contractor agrees that damages alone would be inadequate to compensate

CDPH for breach of any term of this Intellectual Property Exhibit by Contractor.
Contractor

acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

H. Federal Funding

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

I. Survival

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

3. Confidentiality of Information

- A. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- B. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- C. The Contractor and its employees, agents, or subcontractors shall promptly transmit to

the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

- D. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- E. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- F. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential

information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

4. Dispute Resolution Process

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

- A. The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

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

5. **Excise Tax**

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

6. **Force Majure**

.Neither the Contractor nor the State shall be liable to the other for any delay in or failure of

performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this paragraph, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT E – ADDITIONAL PROVISIONS

1. Insurance Requirements

Contractor shall comply with the following insurance requirements:

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the CDPH must be

physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.
- 8) Use of Subcontractors - In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its

officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 3) Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied

under form acceptable to the Office of Risk and Insurance Management.

2. **Incorporation of Proposal or Bid**

The Contractor's proposal or bid is not attached hereto but is expressly incorporated by reference into this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and the Contractor's proposal or bid, this Agreement shall be controlling.

3. **Subcontract Requirements**

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

G. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement

and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.

H. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

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

4. Documents, Publications and Written Reports

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

5. Procurement Rules

A. Equipment definitions

Wherever the term equipment and/or property are used, the following definitions shall apply:

- 1) **Major equipment:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- 2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

B. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

C. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

- D. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

6. Equipment Ownership / Inventory / Disposition

- A. Wherever the terms equipment and/or property are used under this provision, the definitions in Provision 12, Paragraph A, shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- 1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- 2) If the Contractor enters an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:
- a. Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

- b. Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
 - c. Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.
- B. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- C. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- D. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

- E. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- F. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition

instructions shall be issued by CDPH immediately after receipt of the final inventory report.

At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

7. Prohibited Use of State Funds for Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

EXHIBIT F – INFORMATION PRIVACY AND SECURITY REQUIREMENTS

This Information Privacy and Security Requirements Exhibit (Exhibit) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) Disclosed to Contractor, or collected, created, maintained, stored, transmitted, or Used by Contractor for or on behalf of the California Department of Public Health (CDPH), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as CDPH PCI.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI Disclosed to Contractor, or collected, created, maintained, stored, transmitted, or Used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. Contractor shall incorporate the provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

"Breach" means:

 1. the unauthorized acquisition, access, Use, or Disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential Information" means information that:
 1. does not meet the definition of "public records" set forth in California Government code section 7920.530, or is exempt from Disclosure under any of the provisions of Section 7920.000, et seq. of the California Government code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books, or records that are clearly labeled, marked, or designated with the word "confidential" by CDPH.
 3. A record or information designated by statute as "confidential information."

- C. Disclose/Disclosure: "Disclose" and "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: "PCI" means "Personal Information" and "Confidential Information" (as these terms are defined herein).
- E. Personal Information: "Personal Information" means information, in any medium (paper, electronic, oral) that:
 - 1. directly identifies or uniquely describes an individual; or
 - 2. could be Used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the information; or
 - 3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a); or
 - 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 - 5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 - 6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 - 7. is protected from Disclosure under applicable state or federal law.
- F. Security Incident: "Security Incident" means:
 - 1. an attempted Breach; or
 - 2. the attempted or successful unauthorized access or Disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
 - 3. the attempted or successful modification or destruction of, or interference with Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or
 - 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission; or
 - 5. an information Security Incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

6. The term "Security Incident" shall not include pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in any defeat or circumvention of Contractor's IT security infrastructure or in any unauthorized access to, or Use, or Disclosure of, CDPH PCI.
- G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.
- H. Workforce Member(s): "Workforce Member(s)" means an employee, contractor, agent, volunteer, trainee, or other person whose conduct, in the performance of work for Contractor, is under the direct control of Contractor, whether or not they are paid by Contractor. Pursuant to state policy, Workforce Member(s) must only be located in the continental United States.
- IV. Use and Disclosure Restrictions: The Contractor and its Workforce Member(s) shall protect from unauthorized Use or Disclosure any CDPH PCI. The Contractor shall not Use or Disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if Disclosure is required by state or federal law.
- V. [Reserved]
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: The Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its Workforce Member(s) who assist in the performance of Contractor's

- obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise Use or Disclose CDPH PCI.
- A. The Contractor shall require Workforce Member(s) who receive training to certify, either in hard copy or electronic form, the date on which the training was completed.
 - B. The Contractor shall retain Workforce Member(s) certifications for CDPH inspection for a period of three (3) years following contract termination or completion.
 - C. Contractor shall provide CDPH with its Workforce Member(s)' certifications within five (5) business days of a request by CDPH for the Workforce Member(s)' certifications.
- X. Workforce Member(s) Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on its Workforce Member(s) who intentionally or negligently violate any provisions of this Exhibit.
- XI. Breach and Security Incident Responsibilities:
- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone and email** upon the discovery of a Breach, and **within twenty-four (24) hours by email** of the discovery of any Security Incident, unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), below. If the Breach or Security Incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, Breaches and Security Incidents shall be treated as discovered by Contractor as of the first day on which such Breach or Security Incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a Breach if such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is a Workforce Member(s) or agent of the Contractor.

Contractor shall take:

1. Prompt action to immediately investigate such Breach or Security Incident
2. prompt corrective action to mitigate any risks or damages involved with the Breach or Security Incident and to protect the operating environment; and
3. any action pertaining to a Breach required by applicable state and federal laws, including, specifically, California Civil Code section 1798.29.

- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such Breach or Security Incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved, and the extent of the data Disclosure or access involved in the Breach, including, specifically, the number of individuals whose Personal Information was Breached;
 2. a description of the unauthorized persons known or reasonably believed to have improperly Used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly Disclosed to them;
 3. a description of where the CDPH PCI is believed to have been improperly Used or Disclosed;
 4. a description of the probable and proximate causes of the Breach or Security Incident; and
 5. whether Civil Code section 1798.29 or any other state or federal laws requiring individual notifications of Breaches have been triggered.
- C. Written Report(s): The Contractor shall provide an initial written report(s) of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the Breach or Security Incident, and as further requested, usually upon the completion of an internal investigation. The report(s) shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Breach or Security Incident, and measures to be taken to prevent the recurrence or further Disclosure of CDPH PCI regarding such Breach or Security Incident.
- D. Notification to Individuals: If notification to individuals whose information was Breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the Breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal Breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner, and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the Breach.

- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner, and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an individual such Disclosures of CDPH PCI, and information related to such Disclosures, necessary to respond to a proper request by the subject individual for an accounting of disclosures of Personal Information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor, its Workforce Members(s), or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for Disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH, unless prohibited from doing so by applicable state or federal law (except from an

individual for an accounting of Disclosures of the individual's Personal information pursuant to applicable state or federal law), including, but not limited to, requests under the California Public Records Act, subpoenas, or court orders, unless prohibited from doing so by applicable state or federal law.

- XIV. Audits, Inspection and Enforcement: CDPH may inspect the policies, procedures, systems and records of Contractor as they may relate to CDPH, to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI, except for copies of CDPH PCI created pursuant to automatic IT back-up and disaster recovery procedures. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further Use or Disclose the CDPH PCI except as required by state or federal law.
- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that state and federal laws regarding information security and privacy rapidly evolve, and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, Workforce Member(s) or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being

commenced against CDPH, its director, officers, or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, Workforce Member(s) or agent is a named adverse party.

- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with state and federal laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Attachment 1
Contractor Data Security Standards

I. Personnel Controls

- A. Workforce Member(s) Training and Confidentiality.** Before being allowed access to CDPH PCI, all Contractor's Workforce Member(s) who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality Use statement indicating they will not improperly Use or Disclose the CDPH PCI to which they have access. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by Workforce Member(s) must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if requested.
- B. Workforce Member(s) Discipline.** Appropriate sanctions, including termination of employment where appropriate, must be applied against Workforce Member(s) who fail to comply with privacy policies and procedures, acceptable Use agreements, or any other provisions of these requirements.
- C. Workforce Member(s) Assessment.** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its Workforce Member(s) may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the Workforce Member(s)' assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. Encryption.

- All desktop computers and mobile computing devices must be encrypted, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
- All electronic files that contain CDPH PCI must be encrypted when stored on any removable media type device (such as USB thumb drives, CD/DVD, tape backup, etc.), in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
- CDPH PCI must be encrypted during data in-transit and at-rest on all public telecommunications and network systems, and at all points not in the direct ownership and control of the Department, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

- B. Server Security.** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.

- C. Minimum Necessary.** Only the minimum amount of CDPH PCI required to complete an

authorized task or workflow may be copied, downloaded, or exported to any individual device.

D. Antivirus software. Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.

E. Patch Management. All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0-8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of a vendor supplied patch.

All custom-built software (first-party code) that processes CDPH PCI must adhere to a documented vulnerability remediation process. Security vulnerabilities with "Very High" severity ratings must be remediated or mitigated within thirty (30) calendar days of identification; those with "High" severity ratings must be addressed within forty-five (45) calendar days; and "Medium" severity ratings must be completed within sixty (60) calendar days. Vulnerabilities classified as "Low" or "Very Low" severity shall be resolved as resources permit. Exceptions to these timelines are acceptable when a Contractor's ISO/PO approved mitigation is in place that eliminates the identified vulnerability.

F. User Identification and Access Control. All Contractor Workforce Member(s) must have a unique local and/or network user identification (ID) to access CDPH PCI. To access systems/applications that store, process, or transmit CDPH PCI, it must comply with CDPH risk-based approach aligned with:

- i. NIST SP 800-63B (Digital Identity Guidelines),
- ii. FIPS 199 (Standards for Security Categorization)

The strength of the MFA authenticator must be reviewed and approved by the CDPH Information Security Office (ISO) based on:

- i. The Authenticator Assurance Level (AAL) as defined in NIST SP 800-63B, and CDPH requires a minimum level-2 (AAL2), but where feasible, higher-assurance authenticators (e.g., app-based authenticators, hardware tokens, or passkeys) are encouraged;
- ii. The FIPS 199 security categorization of the system or data;
- iii. The threat environment and CDPH's risk tolerance.

	AAL 2	AAL 3
Permitted Authenticator Types	- Multi-Factor OTP Device	- Multi-Factor Cryptographic Device

AAL 2	AAL 3
	- Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device - Memorized Secret plus: - Look-Up Secret - Out-of-Band Device - Single-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device
	- Single-Factor Cryptographic Device used in conjunction with Memorized Secret - Multi-Factor OTP device (software or hardware) used in conjunction with a Single-Factor Cryptographic Device - Multi-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software - Single-Factor OTP device (hardware only) used in conjunction with a Multi-Factor Cryptographic Software Authenticator - Single-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software Authenticator and a Memorized Secret.

- G. **CDPH PCI Destruction.** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."
- H. **Reauthentication.** Contractor's computing devices holding or processing CDPH PCI must comply with the reauthentication requirement, in which a session must be terminated (e.g., logged out) when the specified time is reached.

	AAL 2	AAL 3
Reauthentication	12 hours – Fix Period of Time, regardless user activity; 30 minutes inactivity May use one of the authenticators to reauthenticate	12 hours – Fix Period of Time regardless user activity; 15 minutes inactivity Must use both authenticators to reauthenticate

In addition, reauthentication of individuals is required in the following situations:

- When authenticators change
 - When roles change
 - When the execution of privileged function occurs (e.g., performing a critical transaction)
- I. **Warning Banners.** During a user log-on process, all systems providing access to CDPH PCI must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI Use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.
- J. **System Logging.** Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for six (6) years after event occurrence. Contractor must protect audit information and audit logging tools from unauthorized access, modification, and deletion. There must also be a documented and routine procedure in place to review system logs for unauthorized access.
- K. **Live Data Usage.** Using live data (production data) for testing and training purposes is not allowed. Synthetic data must be Used. If synthetic data cannot be generated and/or Used, it may be permissible to use a de-identification process against the live data. The de-identification process removes identifying information from a dataset so that individual data cannot be linked with specific individuals. The de-identification process Used by the Contractor must be at least as stringent as that set forth in the CDPH Data De-Identification Guidelines. Use of de-identified data must be approved prior to Use by sending a request to the CDPH Privacy Officer and CDPH Chief Information Security Officer at the contact information in Section XI.F., above. Approval will include confirmation the requirements of this section have been met.

- L. Privileged Access Management (PAM).** Contractor is responsible for setting up and maintaining privileged accounts related to CDPH electronic information resources and shall comply with the CDPH PAM Security Standard. Information resources include user workstations as well as servers, databases, applications, and systems managed on-premises and on the cloud.
- M. Intrusion Detection.** All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

- A. System Security Review.** Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, Use, Disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.
- B. Change Control.** All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

- A. Emergency Mode Operation Plan.** Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.
- B. CDPH PCI Backup Plan.** Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

- A. Supervision of CDPH PCI.** CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor Workforce Member(s), the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.
- B. Escorting Visitors.** Visitors who are not authorized to see CDPH PCI must be escorted by authorized Workforce Member(s) when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.
- C. Removal of CDPH PCI.** CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.
- D. Faxing and Printing.** Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.
- E. Mailing.** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

EXHIBIT G – CONTRACTOR'S RELEASE

Instructions to Contractor:

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

Submission of Final Invoice

Pursuant to **contract number** 26-10016 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

**APPENDIX 1 – LIST OF CDPH/CTPP LOCAL LEAD AGENCIES, COMPETITIVE GRANTEES, AND CTPP-FUNDED
STATEWIDE TRAINING PROVIDERS AND COORDINATING CENTERS**

**California Department of Public Health
California Tobacco Prevention Program**

**LOCAL LEAD AGENCY PROJECT DIRECTORS
TOBACCO PREVENTION PROGRAMS**

August 20, 2025

LOCAL LEAD AGENCIES (61)

Alameda County Health Care Services Agency - Public Health Department Paul Cummings paul.cummings@acgov.org	Alameda County LLA 1100 San Leandro Blvd San Leandro, CA 94577	CTCP-21-01 01/01/22 - 06/30/27	510 208 5921 Mckenzie 510 208 5935 Dunn
Alpine County Health and Human Services Kari Moore kmoore@alpinecountyca.gov	Alpine County Tobacco Control Program 75 Diamond Valley Rd Markleeville, CA 96120	CTCP-21-02 01/01/22 - 06/30/27	530721-6041 Waples Dunlop
Amador County Health and Human Services Christian Tucker ctucker@amadorcounty.gov	Tobacco Reduction of Amador County 10877 Conductor Blvd, Suite 400 Sutter Creek, CA 95685	CTCP-21-03 01/01/22 - 06/30/27	209-223-6407 Voong 209-223-1562 El-Haggan
Butte County Department of Public Health Mrs. Anna M Tadeo atadeo@buttecounty.net	Butte County Department of Public Health- Tobacco Education Program 2080 East 20th Street, Suite 180 Chico, CA 95928	CTCP-21-04 01/01/22 - 06/30/27	530-552-3962 Harris 530-552-3962 Dunlop
Calaveras County Public Health Department Ms. Haley Graham hgraham@calaverascounty.gov	Calaveras County Tobacco Prevention Program 700 MOUNTAIN RANCH ROAD SUITE C-2 SAN ANDREAS, CA 95249	CTCP-21-05 01/01/22 - 06/30/27	2094191459 Villegas 2097541709 Dunlop
California Health Collaborative Ms. Monika Gracian mgracian@healthcollaborative.org	Kings County Tobacco Control Program 1003 E Cooley Drive Suite 109 Colton, CA 92324	CTCP-21-16 01/01/22 - 06/30/27	909-222-4019 Zuniga Berryman
California Health Collaborative Ms. Monika Gracian mgracian@healthcollaborative.org	San Bernardino County Tobacco Control Program 1003 E Cooley Drive Suite 109 Colton, CA 92324	01/01/22 - 06/30/27	909-222-4019 Wong Silhi
City of Berkeley Ms. Rebecca Day-Rodriguez rerodriguez@berkeleyca.gov	LLA FY22-FY25 1947 Center Street, 2nd Floor Berkeley, CA 94704	CTCP-21-01A 01/01/22 - 06/30/27	510-981-5337 Mckenzie 510-981-5395 Silhi
City of Pasadena Public Health Department Joshua Benke jbenke@cityofpasadena.net	Pasadena Tobacco Control Program 1845 North Fair Oaks Avenue Pasadena, CA 91103	CTCP-21-19B 01/01/22 - 06/30/27	6267446065 Kerling 6267446110 El-Haggan
Colusa County Department of Health and Human Services Mariza Manson mariza.monson@countyofcolusaca.org	Colusa County Tobacco Education 251 E Webster St. Colusa, CA 95932	CTCP-21-06 01/01/22 - 06/30/27	530-458-0380 Kerling Rios
Contra Costa Health Services Ms. Mayra Lopez mayra.lopez@cchealth.org	Tobacco Prevention Project 2500 Bates Avenue Suite B Concord, CA 94520	CTCP-21-07 01/01/22 - 06/30/27	925-608-5214 Brown 925-313-6840 Dunlop
County of Kern Mrs. Alejandra Quezada quezadaa@kerncounty.com	Tobacco Education Program 1800 Mt Vernon Ave Bakersfield, CA 93306	CTCP-21-15 01/01/22 - 06/30/27	661-868-0425 Calinawan 661-868-0261 El-Haggan

Del Norte County The Department of Health and Human Services Sunny Baker SBaker@co.del-norte.ca.us	Del Norte County TUPP 880 Northcrest Drive Crescent City, CA 95531	CTCP-21-08 01/01/22 - 06/30/27	707-464-3191 Peesu 707-465-6701 Berryman	
El Dorado County Patrick Klein Patrick.klein@edcgov.us	Tobacco Use Prevention Program 941 Spring Street Placerville, CA 95667	CTCP-21-09 01/01/22 - 06/30/27	(530) 621-6159 Voong (530) 303-0127 Shah	
Fresno County Department of Public Health Mrs. Leila M. Gholamrezaei-Eha lgholamrezaei@fresnocountyca.gov	Fresno County Tobacco Prevention Program 1221 Fulton Mall, 3rd Floor, OPPC STOP # 178 Fresno, CA 93721	CTCP-21-10 01/01/22 - 06/30/27	(559) 600-6449 Villegas (559) 600-7689 Dunn	
Glenn County Health Services Carolina Cabral ccabral@countyofglenn.net	Glenn County Tobacco Education Program 127 East Walker Street Orland, CA 95963	CTCP-21-11 01/01/22 - 06/30/27	5309346588 Kerling 5309346463 Dunlop	
Humboldt County Public Health Branch - Department of Health and Human Services Mr. Jonathan Abidari jabidari@co.humboldt.ca.us	Tobacco-Free Humboldt 908 7th St. Eureka, CA 95501	CTCP-21-12 01/01/22 - 06/30/27	(707) 382-7752 Peesu King	
Imperial County Public Health Department Ms. Veronica De Lira veronicadelira@co.imperial.ca.us	Tobacco Education Project 935 Broadway St El Centro, CA 92243	CTCP-21-13 01/01/22 - 06/30/27	4422651390 Valenzuela 7603529933 El-Haggan	
Inyo County Health & Human Services Jessica Burton jburton@inyocounty.us	Inyo County Tobacco Education Program 1360 N. Main St, Suite 203-D Bishop, CA 93514	CTCP-21-14 01/01/22 - 06/30/27	760-873-7863 Miller Rios	
Lake County Department of Health Services Liberty Francis liberty.franis@lakecountyca.gov	Lake County Tobacco Prevention and Education Program 922 Bevins Ct Lakeport, CA 95453	CTCP-21-17 01/01/22 - 06/30/27	707-263-1090 Mckenzie 707-262-4280 Shah	
Lassen County Public Health Department Mrs. Christine Johnson cjohnson@co.lassen.ca.us	Tobacco Use Reduction Program 1445 Paul Bunyan Rd Suite B. Susanville, CA 96130	CTCP-21-18 01/01/22 - 06/30/27	530-251-8471 Natalia 530-251-2668 El-Haggan	
Long Beach Department of Health and Human Services (City of) Eipryl Tello Eipryl.Tello@longbeach.gov	Tobacco Education and Prevention Program 3820 Cherry Avenue Long Beach, CA 90807	CTCP-21-19A 01/01/22 - 06/30/27	562-570-7955 Colorafi N/A Shah	
Los Angeles County Department of Public Health Ms. Tonya Gorham Gallow tgallow@ph.lacounty.gov	Tobacco Control and Prevention Program 3530 Wilshire Blvd., 8th Floor Los Angeles, CA 90010	CTCP-21-19 01/01/22 - 06/30/27	(213) 351-7890 Wong (213) 351-2709 Silhi	
Madera County Department of Public Health Ms. Jacqueline Guerrero jacqueline.guerrero@maderacounty.com	Madera County Tobacco Control 1604 Sunrise Avenue Madera, CA 93638	CTCP-21-20 01/01/22 - 06/30/27	(559) 675-7893 Villegas (559) 675-7893 Rios	

Marin County Department of Health and Human Services, Division of Alcohol, Drug and Tobacco Programs Elaini Negussie elaini.negussie@marincounty.gov	Marin County Tobacco Related Disease Control Program 20 North San Pedro Rd. Suite 2020 San Rafael, CA 94903	CTCP-21-21 01/01/22 - 06/30/27	415-473-2612 Zuniga 415-473-6865 Wong
Mariposa County Public Health Department Mr. Raider Fowler rfowler@mariposacounty.org	Mariposa County Tobacco Education Program 5300 Hwy 49 N PO Box 5 Mariposa, CA 95338	CTCP-21-22 01/01/22 - 06/30/27	209-966-3689 Hatley ex. 6611 Berryman 209-966-6611
Mendocino County Public Health Department A'Kesh Eidi eidia@mendocinocounty.gov	Mendocino County Tobacco Prevention Program 1120 S. Dora St Ukiah, FL 95482	CTCP-21-23 01/01/22 - 06/30/27	707-5101475 Hatley 707-472-2735 Wong
Merced County Department of Public Health Marisol Torres Marisol.Torres@countyofmerced.com	Merced County Tobacco Control Program 260 E. 15 St Merced, CA 95341	CTCP-21-24 01/01/22 - 06/30/27	(209) 381-1232 Calinawan Silhi
Modoc Public Health Department Jo Hannah Douglas jodouglas@co.modoc.ca.us	Modoc County Tobacco Policy and Education 441 N MAIN ST ALTURAS, CA 96101-345	CTCP-21-25 01/01/22 - 06/30/27	530-2336311 Waples Wassenaar
Mono County Health Department Ms. Lauren Kemmeter lkemmeter@mono.ca.gov	Mono Tobacco Education Program PO Box 3329 Mammoth Lakes, CA 93546	CTCP-21-26 01/01/22 - 06/30/27	760-9241820 Miller 760-9241831 Shah
Monterey County Health Department Ms. Elaine Narciso narciso@countyofmonterey.gov	Monterey Tobacco Control Program 1441 Schilling Place South Building First Floor Salinas, CA 93901	CTCP-21-27 01/01/22 - 06/30/27	(831) 755-4607 Valenzuela Wassenaar
Napa County Health and Human Services Jessica Chapin jessica.chapin@countyofnapa.org	Napa County Tobacco Control Program 2751 Napa Valley Corporate Drive Napa, CA 94558	CTCP-21-28 01/01/22 - 06/30/27	707-253-4854 Calinawan 707-259-8039 Berryman
Nevada County Public Health Shannon Glaz shannon.glaz@nevadacountyca.gov	Nevada County Tobacco Use Prevention Program 500 Crown Point Circle Suite 110 Grass Valley, CA 95945	CTCP-21-29 01/01/22 - 06/30/27	530 265-1451 Peesu 530 271 0837 Wong
Orange County Health Care Agency Victoria vanTwist vvantwist@ochca.com	OC Tobacco Use Prevention Program 405 W. 5th Street, 4th floor Santa Ana, CA 92701	CTCP-21-30 01/01/22 - 06/30/27	714-834-3107 Colorafi 714-834-3492 Rios
Placer County Health & Human Services Ms. Alexandra Wride awride@placer.ca.gov	Placer County Tobacco Control Program 11484 B Avenue Auburn, CA 95603	CTCP-21-31 01/01/22 - 06/30/27	530-889-7161 Kerling 530-889-7198 King
Plumas County Public Health Agency Dana Krinsky danakrinsky@countyofplumas.com	Tobacco Use Reduction Program (TURP) 270 County Hospital Road Suite 206 Quincy, CA 95971	CTCP-21-32 01/01/22 - 06/30/27	530-2836358 Harris 530-2836425 Dunn

Riverside County Department of Public Health Dr. Eddy Jara ejara@ruhealth.org	Riverside County Tobacco Control Project 4210 Riverwalk Parkway Riverside, CA 92505	CTCP-21-33 01/01/22 - 06/30/27	9513585490 951-358-7165	Colorafi King
Sacramento County Department of Health and Human Services Danica Peterson PetersonDa@sacounty.gov	Sacramento County Tobacco Education & Prevention Program (TEPP) 9616 Micron Ave., Ste. 670 Sacramento, CA 95827	CTCP-21-34 01/01/22 - 06/30/27	916-876-7713	Hatley Wassenaar
San Benito County Health Department Mrs. Erika Perez evperez@sanbenitocountyca.gov	San Benito County Tobacco Education Program 351 Tres Pinos Rd Suite A-202 Hollister, CA 95023	CTCP-21-35 01/01/22 - 06/30/27	(831) 637-5367 (831) 637-9073	Natalia Berryman
San Diego County Health and Human Services Agency Ms. Irene Linayao-Putman Irene.Linayao-Putman@sdcounty.ca.gov	Tobacco Control Resource Program 5530 Overland Ave., Suite 300 Mail Stop P-511H San Diego, CA 92123	CTCP-21-37 01/01/22 - 06/30/27	(619) 964-1670	Colorafi Dunlop
San Francisco Department of Public Health Ms. Jessica Estrada jessica.estrada@sfdph.org	San Francisco Tobacco Free Project 25 Van Ness Avenue 5th Floor San Francisco, CA 94102	CTCP-21-38 01/01/22 - 06/30/27	628-206-7654 415-581-2492	Zuniga Berryman
San Joaquin County Public Health Services Mr. Daniel Kim dkim@sjcphs.org	Smoking & Tobacco Outreach/Prevention Program PO Box 2009 420 S. Wilson Way Stockton, CA 95201	CTCP-21-39 01/01/22 - 06/30/27	(209) 468-3842 (209) 468-2185	Brown King
San Luis Obispo County Tobacco Control Program Amy Gilman agilman@co.slo.ca.us	SLO TCP 2022-2025 2180 Johnson Ave, Annex San Luis Obispo, CA 93401	CTCP-21-40 01/01/22 - 06/30/27	805-781-4305 805-781-1235	Mckenzie Wong
San Mateo County Health Department Mayra Amador mgamador@smcgov.org	Tobacco Prevention Program 310 Harbor Blvd (Building E) Belmont, CA 94002	CTCP-21-41 01/01/22 - 06/30/27	(650) 573 -2745	Zuniga Shah
Santa Barbara County Public Health Department Santiago Segovia SSegovia@sbcpd.org	Tobacco Prevention Program (TPP) 300 N San Antonio Rd Santa Barbara, CA 93110	CTCP-21-42 01/01/22 - 06/30/27	805-681-5409 805-681-5409	Kruse El-Haggan
Santa Clara County Don Tran don.tran@phd.sccgov.org	Tobacco-Free Santa Clara County 1775 Story Rd. Suite 120 San Jose, CA 95122	CTCP-21-43 01/01/22 - 06/30/27	(669) 288-2789 (408) 251-4014	Calinawan Wassenaar
Santa Cruz County Health Services Agency Tara Leonard tara.leonard@santacruzcountyca.gov	Tobacco Education & Prevention 1070 Emeline Ave Bldg. G Santa Cruz, CA 95060	CTCP-21-44 01/01/22 - 06/30/27	831-454-5412 831-454-5048	Waples Silhi
Shasta County Health & Human Services Agency – Public Health Branch Jennifer Gideon jgideon@shastacounty.gov	Shasta County Tobacco Education Program (TEP) 2660 Breslauer Way Redding, CA 96001	CTCP-21-45 01/01/22 - 06/30/27	(530) 225-5150 (530) 225-5150	DeLouise Silhi

Sierra County Human Services Anne Reugebrink areugebrink@sierracounty.ca.gov	Sierra County Tobacco Use Reduction Program 350 Third St. PO Box 7 Loyalton, CA 96118	CTCP-21-46 01/01/22 - 06/30/27	530-993-6742 Harris Wassenaar
Siskiyou County Department of Public Health Julie Franklin jfranklin@co.siskiyou.ca.us	Siskiyou County Tobacco Education Project 810 S. Main Street Yreka, CA 96097	CTCP-21-47 01/01/22 - 06/30/27	530-841-2128 Natalia 530-841-4094 Wong
Solano County Health and Social Services Department Mr. Tracy Nachand tnachand@solanocounty.gov	Tobacco Prevention & Education Program (TPEP) 275 Beck Ave. MS 5-240 Fairfield, CA 94533	CTCP-21-48 01/01/22 - 06/30/27	7077848538 Harris 707-421-6618 Dunn
Sonoma County Department of Health Services Terese Voge terese.voge@sonomacounty.gov	Sonoma County Plan 463 Aviation Blvd Santa Rosa, CA 95403	CTCP-21-49 01/01/22 - 06/30/27	707-565-6682 Brown 707-565-6619 Wassenaar
Stanislaus County Health Services Agency Samantha Borba SaBorba@schsa.org	Stanislaus County Tobacco Prevention Program 251 E Hackett Rd Modesto, CA 95358	CTCP-21-50 01/01/22 - 06/30/27	2095254809 Hatley 2095581242 Dunn
Sutter County Human Services-Health Division Christina Vang cvang@co.sutter.ca.us	Sutter County Health & Human Services - Public Health Branch - Tobacco Control Program 1445 Veterans Memorial Circle Yuba City, CA 95993	CTCP-21-51 01/01/22 - 06/30/27	530-822-7215 Kerling 530-822-7223 Rios
Tehama County Health Services Agency Mrs. Carissa Crawford carissa.crawford@tchsa.net	Tehama County Tobacco Education Program P.O. Box 400 Red Bluff, CA 96080	CTCP-21-52 01/01/22 - 06/30/27	530-527-8491 Harris x3650 Dunn 530-527-2822
Trinity County Health and Human Services Ms. Tricia Aberg taberg@hrntrinity.org	Trinity County Tobacco Education Program PO Box 2370 111 Mountain View St. Weaverville, CA 96093	CTCP-21-53 01/01/22 - 06/30/27	530-623-2024 Peesu 5306236343 Silhi
Tulare County Health and Human Services Agency Veronica Andrade vandrade@tularecounty.ca.gov	Tulare County Tobacco Control Program 6320 S. Mooney Blvd. Visalia, CA 93277	CTCP-21-54 01/01/22 - 06/30/27	559.687.6890 Falkenstein 999-999-9999 King
Tuolumne County Public Health Department Jessica Budesilich jbudesilich@co.tuolumne.ca.us	Tuolumne County Tobacco Control Program 20111 CEDAR RD N SONORA, CA 95370-5939	CTCP-21-55 01/01/22 - 06/30/27	2095337417 Miller Rios
Ventura County Public Health Ms. Selfa Saucedo selfa.saucedo@venturacounty.gov	Ventura County Action on Smoking and Health Equity 2240 E. Gonzales Road Suite 220 Oxnard, CA 93030	CTCP-21-56 01/01/22 - 06/30/27	8059816665 Valenzuela 805-677-5220 Wong
Yolo County Health Department Mr. Steven Jensen steven.jensen@yolocounty.gov	Yolo County Tobacco Prevention Program 25 N. Cottonwood Street Woodland, CA 95695	CTCP-21-57 01/01/22 - 06/30/27	530 666-8616 Voong 530 666-3984 King

Yuba County Health Services Department Chaya Galicia cgalicia@yuba.gov	Yuba County Tobacco Education Program 5730 Packard Avenue, Suite 100 Marysville, CA 95901	CTCP-21-58 01/01/22 - 06/30/27	5307496408 Adams 530-749-6397 Shah
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California Department of Public Health California Tobacco Prevention Program

GENERAL COMPETITIVE GRANTEES, STATEWIDE TECHNICAL ASSISTANCE, STAKE, EVALUATION and MEDIA CONTRACTORS

August 20, 2025

ADMINISTRATIVE (1)

The Regents of the University of California, Davis Dr. Melanie Dove mdove@ucdavis.edu	Statewide Rover Library One Shield Drive, Med Sci 1-C, University of California, Davis Davis, CA 95616	23-10112 03/01/24 - 06/30/27	5307529719 5307529719	Hagaman Shah
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CG: GENERAL (82)

America On Track Claire Braeburn OnTrack@AmericaOnTrack.org	On Track to End the Tobacco Epidemic in Orange County 600 W. Santa Ana Blvd. Suite 710 Santa Ana, CA 92701	25-10264 07/01/25 - 06/30/28	714-531-7144 714-531-7773	Valenzuela Rios
America On Track Claire Braeburn OnTrack@AmericaOnTrack.org	On Track for a Smoke-Free Orange County 600 W. Santa Ana Blvd. Suite 710 Santa Ana, CA 92701	25-10265 07/01/25 - 06/30/28	714-531-7144 714-531-7773	Valenzuela Rios
American Cancer Society Cancer Action Network Kristen Lockhart kristen.lockhart@cancer.org	Rooted In Community Empowerment 1800 San Jose Dr Antioch, CA 94509	25-10257 07/01/25 - 06/30/28	2516484329	Harris Berryman
American Cancer Society Cancer Action Network Lupe Delgado lupe.delgado@cancer.org	Stanislaus Tobacco Prevention Action Team 2171 Suncrest St Atwater, CA 95301	25-10259 07/01/25 - 06/30/28	(209) 230-6371	Hatley Silhi
American Cancer Society Cancer Action Network Dulce Velazquez dulce.velazquez@cancer.org	VIVA - Voices Inspiring Valley Action 110 W Main St. Visalia, CA 93291	25-10261 07/01/25 - 06/30/28	1-559-271-6814	Villegas Wassenaar
American Cancer Society Cancer Action Network Dulce Velazquez dulce.velazquez@cancer.org	VALLE - Voces de Accion y Liderazgo en la Lucha por la Equidad 110 W Main St. Visalia, CA 93291	25-10260 07/01/25 - 06/30/28	1-559-271-6814	Villegas King
American Cancer Society Cancer Action Network Omar Gonzalez Omar.Gonzalez@cancer.org	Solano County Hispanic Latino American Cancer Society Cancer Action Network 1534 Barton Rd Redlands, CA 92373	25-10258 07/01/25 - 06/30/28	951-300-1209 619-296-0928	Harris King
American Cancer Society Cancer Action Network Robert Park Robert.Park@cancer.org	Orange County AAPI 3980 Wilshire Blvd # 409 Los Angeles, CA 90010	25-10256 07/01/25 - 06/30/28	2132558617	Colorafi Silhi
American Heart Association Paul Knepprath Paul.Knepprath@heart.org	California Tobacco Endgame Center for Organizing and Engagement 1050 20th Street #275 Sacramento, CA 95811	24-10022 07/01/24 - 06/30/29	9165053099 9165053099	Waples Shah
American Lung Association Laina Delgado Flores laina.delgadoflores@lung.org	Law and Policy Partnership to End the Commercial Tobacco Epidemic 1531 I Street, Suite 200 Sacramento, CA 95814	24-10023 07/01/24 - 06/30/29	9165545864	Hagaman King

American Lung Association Jesus Rivera Jesus.Rivera@lung.org	Los Angeles Tobacco Control Project 5757 Wilshire Blvd. Suite 505 Los Angeles, CA 90036	25-10262 07/01/25 - 06/30/28	310 735 9184 310 735 9184	Zuniga Wong
American Lung Association in California Anai LAAS Gabriel Anai.Gabriel@Lung.org	North Valley Tobacco Project 25 Jan Ct. Suite 130 Chico, CA 95928, 95928	25-10263 07/01/25 - 06/30/28	5302328507 5302328507	Harris Dunlop
Avenal Community Health Center Mrs. Whitney O'Neal WONeal@ariachc.org	Smokefree Valley Aria Community Health Center P.O. Box 580 Lemoore, CA 93245	24-10331 08/01/24 - 01/31/26	(559) 386-4500 ext. 1028	Natalia Dunn
Bay Area Community Resources, Inc. Mr. Calyn Kelley ckelley@bacr.org	Youth Tobacco Advocacy and Policy Project (YTAPP) 11175 San Pablo Ave El Cerrito, CA 94530	25-10266 07/01/25 - 06/30/28	510-559-3019	Brown El-Haggan
Breathe California of the Bay Area Jason Cross jason@lungsrus.org	Ending the Tobacco Epidemic through CommUNITY 1469 Park Avenue San Jose, CA 95126	25-10267 07/01/25 - 06/30/28	408-998-5865 408-998-5865	Mckenzie Rios
California Health Collaborative Ms. Jennifer Acidera jacidera@healthcollaborative.org	Unidos Por Salud 1680 West Shaw Avenue Fresno, CA 93711	25-10277 07/01/25 - 06/30/28	559-315-5542 559-221-6219	Voong Shah
California Health Collaborative Mr. Erick Cortes Rangel erangel@healthcollaborative.org	Regional Advocates Countering Tobacco (REACT) 600 W. Acequia Ave Visalia, CA 93292	25-10252 07/01/25 - 06/30/28	5592830801	Villegas Silhi
California Health Collaborative Ms. Jennifer Acidera jacidera@healthcollaborative.org	Asian Pacific Islander Partners and Advocates Countering Tobacco (API PACT) 1680 West Shaw Avenue Fresno, CA 93711	25-10269 07/01/25 - 06/30/28	559-315-5542 559-221-6219	Voong El-Haggan
California Health Collaborative Mr. David Cisneros dcisneros@healthcollaborative.org	Compromiso Adelante P.O. Box 25609 Fresno, CA 93729	25-10271 07/01/25 - 06/30/28	(209) 573-3629	Natalia Dunn
California Health Collaborative - Chico Mrs. Amanda Berryhill aberryhill@healthcollaborative.org	Community Allies for Rural Equity 25 Jan Court Suite 130 Chico, CA 95928	25-10270 07/01/25 - 06/30/28	5306439012 5303453218	Kerling Shah
California Health Collaborative - Chico Ms. Amber Wier awier@healthcollaborative.org	NorCal 4 Health 25 Jan Court Suite 130 Chico, CA 95928	25-10273 07/01/25 - 06/30/28	7079544365 5303453217	Kerling Rios
California Health Collaborative - Chico Mrs. Amanda Berryhill aberryhill@healthcollaborative.org	Smoke Free High Country 25 Jan Court Suite 130 Chico, CA 95928	25-10272 07/01/25 - 06/30/28	5306439012 5303453218	Kerling Dunlop
California Health Collaborative - Chico Mr. Evi Hernandez ehernandez@healthcollaborative.org	Smoke Free North State P.O. Box 25609 1680 W. Shaw Ave, Fresno, CA 93711 Fresno, CA, CA 93729	25-10274 07/01/25 - 06/30/28	(559) 244-4527	Kerling Rios

California Health Collaborative - Chico Katie Moose kmoose@healthcollaborative.org	STAAND - Sutter 7311 Greenhaven Dr Ste. #270 Sacramento, CA 95831	25-10276 07/01/25 - 06/30/28	9169454160	Hatley Shah
California Health Collaborative - Chico Ms. Kitsana Silva kisilva@healthcollaborative.org	Si Se Puede Project P.O. Box 25609 1680 W. Shaw Ave Fresno, CA 93711	25-10275 07/01/25 - 06/30/28	(530) 345-2483	Kerling Shah
Cedars-Sinai Medical Center Alexandra Caro Alexandra.Caro@cshs.org	Reducing SHS Exposure Among LGBTQ+ Populations in the South Bay Cities of L.A. County 6500 Wilshire Blvd. 15th Floor, Cubicle #1531F Los Angeles, CA 90048	25-10268 07/01/25 - 06/30/28	3107138413	Zuniga Wassenaar
Chinatown Service Center Mr. Jack Cheng jacheng@cscla.org	Tobacco Cessation Among Low-Income and Asian Populations of Los Angeles 711 W. College Street, Suite 388 Los Angeles, CA 90012	24-10332 08/01/24 - 01/31/26	2138081709 2136809427	Natalia Silhi
Community Link Capital Region Gabriel Kendall gkendall@211sacramento.org	Tobacco Cessation Referral Project 8001 Folsom Blvd Sacramento, CA 95826	20-10895 03/01/21 - 02/28/26	9163959000 9163952615	Natalia Wassenaar
Contra Costa Crisis Center Rick Granados rickg@crisis-center.org	Tobacco Cessation Grant. Contra Costa PO Box 3364 Walnut Creek, CA 94598	20-10896 03/01/21 - 02/28/26	925-939-1916	Colorafi Dunn
Coyote Valley Band of Pomo Indians Bernadette Mora hhsdirector@coyotevalley-nsn.gov	Reducing Tobacco Related Health Disparities in the Coyote Valley Tribal Community Project 7601 N State St Redwood Valley, CA 95470	09/01/20 - 08/31/25	(707) 472-2202 (707) 485-1247	Hatley Wassenaar
Eden I&R Inc Gitanjali Rawat grawat@edenir.org	211 Alameda County Tobacco Cessation Referral Project 570 B Street Hayward, CA 94541	20-10897 03/01/21 - 02/28/26	510-727-9529 510-537-0986	Calinawan El-Haggan
Eden Youth and Family Center Cynthia Goco-Nakar cgoco-nakar@edenyouth.org	Building Tobacco-Free Communities 680 W Tennyson Rd Hayward, CA 94544	25-10280 07/01/25 - 06/30/28	650-455-0670	Mckenzie Wassenaar
Education Training and Research Associates Kortni Bennett kortni.bennett@etr.org	Seeds of Tradition Project 5619 Scotts Valley Drive, Suite 140 Scotts Valley, CA 95066	25-10305 07/01/25 - 06/30/28	831-438-4060 8314384284	Brown Rios
Education Training and Research Associates Ms. Nicole Morgan nicole.morgan@etr.org	Communities Energized for Health 500 Westridge Drive STE 102 Watsonville, CA 95076	25-10278 07/01/25 - 06/30/28	5109139708	Hatley Dunn
Education Training and Research Associates Caitlyn Zepeda caitlyn.zepeda@etr.org	Rural Outreach and Advocacy for Resilience (ROAR) 5619 Scotts Valley Drive Suite 140 Scotts Valley, CA 95066	25-10279 07/01/25 - 06/30/28	831-440-2299	Hatley Dunn

Enterprise Rancheria of Maidu Indians of California Lance Anderson lancea@enterpriserancheria.org	kNOw Tobacco Now 2133 Monte Vista Avenue Oroville, CA 95966	24-10696 04/01/25 - 06/30/29	530 532 9214 x117 530 532 1768	Miller Silhi
Family Resource and Referral Center Mrs. Tiffany P Phovixay tphovixay@frcsj.org	211 San Joaquin 3127 Transworld Drive Suite 100 Stockton, CA 95206	20-10898 03/01/21 - 02/28/26	209-461-2911	Natalia Wong
Fresno American Indian Health Project Ruben Garcia rgarcia@faihp.org	Central Valley Native Tobacco Prevention 1551 E. Shaw Avenue, Suite 103 Fresno, CA 93710	25-10306 07/01/25 - 06/30/28	5593200490	Peesu Wong
Fresno County Economic Opportunities Commission Ms. Sonia Caglia Sonia.caglia@fresnoeoc.org	Breathe Free: Tobacco Cessation Program 1047 R St ste 1047 Fresno, CA 93721-1312	24-10333 08/01/24 - 01/31/26	5594991690	Villegas Dunn
Gay & Lesbian Community Services Center of Orange County Ms. Ana Marson ana.marson@lgbtqcenteroc.org	Clean Air OC 1605 N. Spurgeon St Santa Ana, CA 92701	25-10283 07/01/25 - 06/30/28	7149305252 7149535428	Zuniga Berryman
Health Access Foundation Isaias Guzman lguzman@health-access.org	Out Against Big Tobacco - Los Angeles 1127 11th St Sacramento, CA 95814	25-10281 07/01/25 - 06/30/28	(323) 657-6261 (323) 657-6261	Mckenzie El-Haggan
Help Central Inc. Corina JS York c.york@helpcentral.org	Butte-Glenn 211 Tobacco Cessation Project 326 Huss Drive Suite 100 Chico, CA 95928	20-10899 03/01/21 - 02/28/26	5307742191	Colorafi Shah
INFO LINE of San Diego County Mr. Steve Montejano smontejano@211sandiego.org	Tobacco Cessation Support for San Diego and Imperial Counties 3860 Calle Fortunada, Suite 101 San Diego, CA 92123	20-10900 03/01/21 - 02/28/26	858-300-1219 858-300-1301	Colorafi Silhi
Information and Referral Federation of LA County (DBA 211 LA) Ms. Laura Mejia lmejia@211la.org	Tobacco Cessation Referral Project 526 W. Las Tunas Dr. San Gabriel, CA 91776	20-10901 03/01/21 - 02/28/26	6263501841 626-442-6940	Colorafi Dunlop
Inland Empire United Way Christopher Darbee cdarbee@iscuw.org	211 San Bernardino County Call Center Tobacco Cessation Referral Project 1835 Chicago Avenue B Riverside, CA 92507	20-10902 03/01/21 - 02/28/26	909-980-2857 x220 909-980-2957	Natalia King
Interface Children & Family Services Ms. Lohanna Almanza lalmanza@icfs.org	211 Interface Tobacco Cessation Referral Project 4001 Mission Oaks Blvd., Suite I Camarillo, CA 93012	20-10282 03/01/21 - 02/28/26	8054856114 x207 8059830789	Mckenzie Wong
Jewish Community Free Clinic Dr. Deborah A. Roberts robertde@sonoma.edu	Tobacco Cessation for the Underserved in a Free Clinic Setting 50 Montgomery Drive Santa Rosa, CA 95404	24-10334 08/01/24 - 01/31/26	7075857780	Waples Wassenaar

Koreatown Youth and Community Center Ms. Melanie To mto@kyccla.org	Living in Freedom of Tobacco 3727 W 6th Street Suite 300 Los Angeles, CA 90020	25-10282 07/01/25 - 06/30/28	2133657400 2139270017	Falkenstein Berryman
La Jolla Band of Luiseno Indians Ms. Inez Sanchez inez.sanchez@lajolla-nsn.gov	La Jolla Generations Program 22000 Highway 76 Pauma Valley, CA 92061	24-10697 04/01/25 - 06/30/29	760-742-3771 760-742-1704	Brown El-Haggan
Lake County Tribal Health Consortium, Inc. Mr. Gemalli IOFA Austin gaustin@lcthc.org	LCTHC Tobacco Prevention in AI/AN communities 925 Bevins Ct. Lakeport, CA 95453	25-10307 07/01/25 - 06/30/28	707-263-8382	Mckenzie Wassenaar
Lake County Tribal Health Consortium, Inc. Mr. Gemalli IOFA Austin gaustin@lcthc.org	LCTHC Advancing Tobacco Cessation 925 Bevins Ct. Lakeport, CA 95453	24-10335 08/01/24 - 01/31/26	707-263-8382	Mckenzie Wassenaar
National Council On Alcoholism and Drug Dependence-Orange County Marianne Mullen mmullen@p4w.org	Tobacco Free Orange County 15300 Barranca Parkway #150 Irvine, CA 92618	25-10284 07/01/25 - 06/30/28	949-595-2288 x315 949-595-2284	Falkenstein King
Nevada-Sierra Connecting Point Public Authority Mrs. Lindsay Gordon lindsayg@connectingpoint.org	Tobacco Free 208 Sutton Way Grass Valley, CA 95945	20-10903 03/01/21 - 02/28/26	530-274-5601 530-274-5602	Mckenzie Wassenaar
Northern California Center for Well-Being Ms. Michelle Escobar McGarry mmcgarry@nccwb.org	Community and Youth Engagement for Tobacco Endgame PO Box 3644 Santa Rosa, CA 95402	25-10285 07/01/25 - 06/30/28	707-308-1689 n/a	Villegas Berryman
Pala Band of Mission Indians Deandra Molina dmolina@palatribe.com	Pala Tribal Tobacco Project 35008 Pala Temecula Road, PMB 50 Pala, CA 92059	24-10510 11/01/24 - 06/30/29	760-893-0769	Miller Wong
Partnership for Health Equity and Inclusion Ms. Emily Ballesteros-Mendoza Admin@phei-ca.org	Communities Addressing Nicotine (CAN) 2827 Firenze Court Yuba City, CA 95993	25-10286 07/01/25 - 06/30/28	530-751-3819	Miller Berryman
Partnership for Health Equity and Inclusion Mr. Manveer Sahota manveer.sahota@phei-ca.org	Wellness Innovations for Native Nations (WINN) 2827 FIRENZE CT YUBA CITY, CA 95993	25-10308 07/01/25 - 06/30/28	5307513819 5307513819	Miller Dunlop
People for Irvine Community Health DBA 2-1-1 Orange County Amy Arambulo Info@211oc.org	211OC: Tobacco Cessation Project 18012 Mitchell South Irvine, CA 92614	20-10904 03/01/21 - 02/28/26	9496607600 949-486-8539	Colorafi El-Haggan
Picayune Rancheria of the Chukchansi Indians Mr. Marcelo Lopez m.lopez@chukchansi-nsn.gov	PRCI Tobacco Outreach and Education Program P.O.Box 2226 Oakhurst, CA 93644	24-10509 11/01/24 - 06/30/29	559-421-1077 Ext.7511	DeLouise El-Haggan
Public Health Foundation Enterprises, Inc Valarie Scruggs valarie@thesolproject.com	Saving Our Legacy: Empowering Local Communities 1555 River Park Drive Suite 107 sacramento, CA 95815	25-10288 07/01/25 - 06/30/28	888-774-7685 ext. 400 888-774-7685	Villegas Wassenaar

Public Health Foundation Enterprises, Inc. Mrs. Kimberlee Homer Vagadori kim@cyanonline.org	California Youth Advocacy Network 650 University Ave., Suite 203 Sacramento, CA 95825	24-10024 07/01/24 - 06/30/29	(916) 339-3424 ext 22	Calinawan Berryman
Redwood Valley Little River Band of Pomo Indians Mr. Martin D Martinez III dss@rvrpomo.net	Breathe Again 3250 Road I Redwood Valley, CA 95470	20-10653 09/01/20 - 08/31/25	707-485-0361 707-485-5726	Hatley Dunlop
Redwood Valley Little River Band of Pomo Indians Mr. Martin D Martinez III dss@rvrpomo.net	Breathe Again Project 3250 Road I Redwood Valley, CA 95470	25-10349 09/01/25 - 06/30/29	707-485-0361 707-485-5726	Peesu Dunlop
Rim Family Services Jesse Rogers jrogers@rimfamilyservices.org	PO Box 578 Skyforest, CA 92385	25-10289 07/01/25 - 06/30/28	909-206-2928	Calinawan El-Haggan
Sacramento Native American Health Center Carl Colegrove carl.colegrove@snahc.org	PROTECT: Prevent, Restore, and Organize To End Commercial Tobacco 2020 J Street Sacramento, CA 95811	25-10309 07/01/25 - 06/30/28	916313-1433	Peesu Silhi
San Diego American Indian Health Center Mr. Samuel B Black Sblack@sdaihc.org	SDAIHC Tobacco Cessation Program 2630 First Avenue San Diego, CA 92103	25-10310 07/01/25 - 06/30/28	6197958618 ext255 619-234-0505	Miller Dunn
San Dieguito for Drug Free Youth Kelly McCormick kellymccormick425@gmail.com	Smokefree San Dieguito 4691 Cypress Glen Place San Diego, CA 92014	25-10290 07/01/25 - 06/30/28	760-207-2153 858-755-6598	Colorafi Wong
San Francisco Public Health Foundation Ms. Amaya F Wooding amaya@lgbtqminustobacco.org	LGBTQ Minus Tobacco 1 Hallidie Plaza, Suite 808 San Francisco, CA 94102	25-10293 07/01/25 - 06/30/28	510-589-5550	Mckenzie Shah
Santa Clara County Office of Education Jessica Simpson jsimpson@sccoe.org	Empowering Youth to Lead Change: Building Leadership and Advocacy in Santa Clara County 1290 Ridder Park Dr MC 237 San Jose, CA 95131	25-10292 07/01/25 - 06/30/28	6692124444	Calinawan Rios
Sherwood Valley Band of Pomo Indians Chris Williams cwilliams@sherwoodband.com	Sherwood Valley's Tobacco Initiative 190 Sherwood Hill Drive Willits, CA 95490	09/01/20 - 08/31/25	707 4599690 707 459 9690	Miller Dunn
Social Advocates for Youth (SAY) San Diego Cynthia Knapp cynthia.knapp@saysandiego.org	The Collective 4275 El Cajon Blvd Ste 101 San Diego, CA 92105	25-10291 07/01/25 - 06/30/28	16198202871 (858) 641-7656	Peesu King
Tim Gibbs Consulting Tim Gibbs tim@timgibbsconsulting.com	Endgame Messaging Hub 4607 Cabana Way Sacramento, CA 95822	07/01/25 - 06/30/30	916-995-1998	Valenzuela El-Haggan
Tule River Indian Health Center, Inc Dr. Eric Coles eric.coles@carih.org	TRIHCI Tobacco Cessation 380 North Reservation Road Porterville, CA 93257-9673	25-10311 07/01/25 - 06/30/28	5597842316	Mckenzie King

Tuolumne Band of Me-Wuk Indians Ms. Kamryn S Clark kclark@mewuk.com	Tuolumne Me-Wuk Tobacco Education Program Tuolumne Me-Wuk Tribal Council Social Services P.O. Box 615 19595 Mi-Wu Street Tuolumne, CA 95379-9632	24-10508 11/01/24 - 06/30/29	209-928-5380	Brown Dunn
United Indian Health Services, Inc. Wendy Rinkel wendy.rinkel@uihs.org	NATIVE Tobacco Project 2298 Norris Avenue Suite A Crescent City, CA 95531	25-10304 07/01/25 - 06/30/28	7078253607	Peesu Wassenaar
United Way Bay Area Clare Margason cmargason@uwba.org	211 Greater Bay Area and Northern California Tobacco Cessation Referral Project 550 Kearny Street Suite 510 San Francisco, CA 94108	20-10905 03/01/21 - 02/28/26	415-808-4335 415-544-9823	Calinawan Silhi
United Way Fresno and Madera Counties Nakia Vue nvue@uwfm.org	211 Call Center Tobacco Cessation Referral Projects 4949 E. Cesar Chavez Blvd. Fresno, CA 93727	20-10906 03/01/21 - 02/28/26	559-243-3671 5592288159	Peesu Wassenaar
Vista Community Clinic Jennifer Gill Jennifer.Gill@vcc.org	Ending the Tobacco Epidemic in North County 1000 Vale Terrace Dr. Vista, CA 92084	25-10294 07/01/25 - 06/30/28	(760) 631-5000 x1001 (760) 295-3850	Peesu Dunlop
Watts Healthcare Corporation Ms. Deserie O Thomas deserie.thomas@wattshealth.org	Watts Health Tobacco Cessation Project 10300 Compton Ave. Los Angeles, CA 90002	24-10336 08/01/24 - 01/31/26	(323) 564-4331 ext 3411 (323) 568-3070	Natalia El-Haggan
Waymakers Mr. Dan Gleason dgleason@waymakersoc.org	Waymakers Tobacco Prevention Project 440 Exchange, Suite 250 Irvine, CA 92602	25-10295 07/01/25 - 06/30/28	(626) 221-7826 (714) 444-5555	Natalia Dunlop
WellSpace Health Ms. Iqra Ahmad iahmad@wellspacehealth.org	Tobacco Cessation Through WellSpace Community Health Centers 1500 Expo Parkway Sacramento, CA 95815	24-10337 08/01/24 - 01/31/26	(916) 469-4690 (916) 436-5527	Natalia Dunn
Yurok Tribe	Yurok Tobacco Wellness Project	24-10699 04/01/25 - 06/30/29		DeLouise Shah

ESS (2)

Research Triangle Institute Susan Rotermond srotermond@rti.org	California Youth Tobacco Survey 3040 E. Cornwallis Road Research Triangle Park, NC 27709-2194	20-10024 01/05/21 - 12/31/25	510-665-8223 919-316-3633	Adams Silhi
The Regents of the University of California, Davis Dr. Desiree Backman, DrPH, MS, RD drbackman@health.ucdavis.edu	Healthy Living Clinic Initiative 4480 2nd Ave. Suite 4152 Sacramento, CA 95817	21-10094 08/01/21 - 06/30/26	916-230-8678 N/A	Voong Wong

STATEWIDE (13)

Asian Pacific Partners for Empowerment, Advocacy and Leadership Mr. Rod Lew rodlew@appealforhealth.org	Statewide Pacific Islander Asian American Resource and Coordinating Center (SPARC) 2.0 2255 Morello Avenue Suite 208 Pleasant Hill, CA 94523	22-11160 05/01/23 - 06/30/26	5107578668 none	Hatley Shah
California Health Collaborative Mr. Rosendo Iniguez riniguez@healthcollaborative.org	Latino Coordinating Center for a Tobacco-Free California (LCC) 1680 W. Shaw Avenue Fresno, CA 93711	22-11161 05/01/23 - 06/30/26	(559) 221-6315 (559) 221-6219	Villegas Rios
California Health Collaborative - Chico Shelly Brantley sbrantley@healthcollaborative.org	Rural Initiatives Strengthening Equity (RISE) - Rural Coordinating Center 25 Jan Court Suite 130 Chico, CA 95928	23-10105 04/01/24 - 06/30/26	5303452483 5303453214	Harris Berryman
Education Training and Research Associates Ms. Narinder E Dhaliwal narinder.dhaliwal@etr.org	Tobacco Education Clearinghouse of California (TECC) 500 Westridge Drive Suite 102 Watsonville, CA 95076	21-10001 07/01/21 - 06/30/26	9166421186	Hatley Dunlop
Education Training and Research Associates Ms. Ravena Soto ravena.soto@etr.org	Tribal Community Coordinating Center 333 University Ave., Suite 130 Suite 140 Sacramento, CA 95825	23-10757 12/01/23 - 06/30/27	5109139711 (916) 739-8925	Miller Silhi
Health Access Foundation Isaias Guzman lguzman@health-access.org	We Breathe: Supporting Tobacco-Free LGBTQ Communities 1127 11th St Sacramento, CA 95814	22-10399 05/01/23 - 06/30/26	(323) 657-6261 (323) 657-6261	Mckenzie Dunlop
Regents of the University of California San Diego Ms. Emily Aughinbaugh e1aughinbaugh@ucsd.edu	Kick It California 9500 Gilman Drive MC 0095 La Jolla, CA 92093-5004	07/01/25 - 06/30/30	3123074271 858-100-1000	Voong West
Regents University of California Los Angeles Dr. Alice Kuo akuo@mednet.ucla.edu	UCLA Anti-Vaping Champions 911 Broxton Avenue Los Angeles, CA 90024	02/01/21 - 01/31/26	3107942202 3102673595	Wong El-Haggan
The Regents of the University of California, San Francisco Dr. Valerie Yerger valerie.yerger@ucsf.edu	The LOOP 490 Illinois Street, 12th Floor UCSF Box 0612 San Francisco, CA 94143-0612	24-10120 02/01/25 - 06/30/28	(415) 476-2784 (415) 476-6552	Hagaman Wong
The Regents of the University of California, San Francisco Dr. Jeremiah Mock jeremiah.mock@ucsf.edu	UCSF UCSF Box 0646 San Francisco, CA 94143	02/01/25 - 06/30/26	415-710-0983	Valenzuela Berryman
The Regents of the University of California, San Francisco Ms. Catherine Bonniot Catherine.Bonniot@ucsf.edu	Center for Tobacco Cessation 490 Illinois Street, 9th Floor San Francisco, CA 94143	03/01/23 - 06/30/26	415-502-4175 NA	Waples Silhi
The URSA Institute Ms. Carol O. McGruder cmcgruder@usa.net	Amplify 2.0 1796 18th Street, Suite C San Francisco, CA 94107	22-11163 05/01/23 - 06/30/26	5105087264 888.881.6619	Peesu King

University of California, Davis Dr. Cindy Valencia cvvalencia@ucdavis.edu	CG 22-10340 Statewide California Quits 4900 Broadway Ave., Suite 1430 Sacramento, CA 95820	22-10340 04/01/23 - 06/30/26	559-250-8363 n/a	Voong Silhi
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APPENDIX 2 – COMPARABLE STATE CIVIL SERVICE CLASSIFICATIONS

STATE CLASSIFICATION TITLE	COMPARABLE TITLE	COMPARABLE MONTHLY SALARY
Accounting Technician/ Accountant I	Accountant	\$3,758-\$4,923
Staff Services Analyst/Associate Governmental Program Analyst/ Associate Health Program Advisor	Community Engagement Coordinator/ Health Educator Assistant/ Project Assistant/Community Health Outreach Worker	\$3,861-\$7,547
Health Program Specialist I	Health Educator	\$6,623-\$8,290
Health Program Specialist II	Senior Health Educator	\$7,276-\$9,107
Health Program Manager I	Program Coordinator/Project Coordinator	\$7,172-\$8,910
Health Program Manager II	Program Director/ Project Director	\$7,872-\$9,781
Office Assistant (General)/ Administrative Assistant I/Office Technician (General)/ Management Services Technician	Office/Administrative/Management Assistant	\$3,167-\$6,276
Office Services Supervisor I/ Office Services Manager I	Office Supervisor/Manager	\$3,758-\$7,377
Research Scientist I	Evaluation Consultant	\$6,707-\$8,579
Research Scientist II	Senior Evaluation Consultant	\$7,367-\$9,422

Rev 08/2025