

**CITY OF FULLERTON
PROFESSIONAL SERVICES AGREEMENT
WITH
HOAG CLINIC**

THIS AGREEMENT is made and entered into this _____ day of _____, 2026 (“Effective Date”), by and between the CITY OF FULLERTON, a California municipal corporation (“City”), and HOAG CLINIC, a California non-profit corporation, dba HOAG EXECUTIVE HEALTH (“Consultant”).

WITNESSETH:

- A. City proposes to engage Consultant as an independent contractor to provide Multi-Cancer Early Detection (MCED) screening services in support of the City of Fullerton Fire Department's Firefighter Wellness Program, as more fully described in Exhibit “A” attached hereto.
- B. Consultant represents that it has the degree of specialized expertise contemplated within California Government Code Section 37103, that it is experienced in occupational health services and Multi-Cancer Early Detection (MCED) screening, and that it holds all necessary licenses, registrations, certifications, and authorizations to practice and perform the services herein contemplated.
- C. On February 20, 2026, City issued Request for Proposals No. 2526-RFP-010 (the “RFP”). Consultant submitted a proposal in response (the “Proposal”), and following evaluation by a committee of City staff, Consultant was selected to provide the portion of the services set forth in Exhibit “A”.
- D. This Agreement is funded in part by the U.S. Department of Homeland Security, Federal Emergency Management Agency under FY 2024 Assistance to Firefighters Grant Award No. EMW-2024-FG-03232 (the “AFG Award”). The services constitute a federally funded contract subject to 2 C.F.R. Part 200, and the federal compliance provisions in Exhibit “C” are incorporated herein by this reference.
- E. City and Consultant desire to contract for the specific services described herein and desire to set forth their rights, duties and liabilities in connection with the services to be performed.
- F. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0 SERVICES PROVIDED BY CONSULTANT

- 1.1 Scope of Services.** Consultant shall provide the professional services described in the Services and Fees Schedule attached hereto as Exhibit “A” and incorporated herein by this reference. All services shall be performed in accordance with the AFG Award, the AFG-funded scope of work approved by FEMA, the federal compliance provisions in Exhibit “C”, and the requirements of the RFP to the extent applicable to Consultant's scope hereunder.
- 1.2 Professional Practices.** Consultant shall perform all services through personnel experienced in their respective fields, in accordance with the standards of care, diligence, and skill ordinarily exercised by professionals in similar circumstances. Consultant is familiar with all federal, state, and local laws, regulations, and professional standards applicable to the services hereunder, including HIPAA and its implementing regulations, the California Confidentiality of Medical Information Act, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, and applicable NFPA standards, and shall promptly advise City of any change in applicable law that may affect its performance.
- 1.3 Performance to Satisfaction of City.** Consultant agrees to perform all the work to the reasonable satisfaction of the City, in accordance with the applicable professional standard of care and City specifications and within the time periods specified herein. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:
- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
 - (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
 - (c) Terminate the Agreement as hereinafter set forth.
- 1.4 Warranty.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable and non-conflicting Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including

attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

- 1.5 Non-Discrimination.** In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons or in the delivery of services because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to Section 12940 of the Government Code. Consultant shall comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and all regulations promulgated thereunder.
- 1.6 Non-Exclusive Agreement.** Consultant acknowledges that City may enter into agreements with other consultants for services similar to those contemplated by this Agreement. Consultant's obligations hereunder are limited to its own scope of services, and Consultant shall not be responsible or liable for the acts, omissions, or work product of any other provider engaged by City.
- 1.7 Delegation and Assignment.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. Consultant shall remain fully responsible for the acts and omissions of any subcontractor and shall flow down to any subcontractor performing work under this Agreement all applicable federal compliance requirements set forth in Exhibit "C".
- 1.8 Confidentiality and Protected Health Information.** All individually identifiable medical records and Protected Health Information ("PHI") created or received by Consultant in connection with the services shall be maintained in strict accordance with HIPAA, the California Confidentiality of Medical Information Act, and the Business Associate Agreement executed concurrently herewith. Reports and data delivered to City shall be de-identified in accordance with 45 C.F.R. § 164.514, except for the participation tracking log described in Exhibit "A", which shall contain only non-clinical attendance information. All other information developed or received by Consultant in connection with this Agreement is confidential and shall not be disclosed without City's prior written authorization, except

as expressly permitted under the Business Associate Agreement or as required by law. All City data shall be returned to City upon termination of this Agreement. Consultant's obligations under this Section shall survive termination.

- 1.9 Test-Inherent Risk Allocation.** Galleri is a Laboratory Developed Test manufactured and processed by GRAIL, LLC; Consultant administers the test but is not its manufacturer or developer. Consultant's representations, warranties, and indemnification obligations under this Agreement extend to Consultant's own performance of professional services. They do not extend to the inherent performance characteristics of the Galleri test (including sensitivity, specificity, and the possibility of false-negative or false-positive results) or to its regulatory status as a Laboratory Developed Test, except to the extent such claims are caused or exacerbated by Consultant's own negligence. Consultant shall promptly notify City of any material change in the regulatory status, lawful availability, or commercial availability of the Galleri test that affects Consultant's ability to perform under this Agreement.
- 1.10 Vendor Substitution and Discontinuation.** If the Galleri MCED test becomes unavailable or commercially unreasonable for reasons outside Consultant's control (including without limitation discontinuation by GRAIL, regulatory action, or material supply constraints), Consultant shall promptly notify City. The parties shall thereafter negotiate in good faith to substitute a clinically equivalent multi-cancer early-detection test on commercially reasonable terms, subject to (a) execution of a written amendment to this Agreement signed by both parties; (b) City's prior written approval of the substitute test, including review of clinical equivalence, regulatory status, and any per-participant rate adjustment; and (c) any required FEMA approval of a scope change, period-of-performance extension, or budget revision under the AFG Award. If no such test is available on commercially reasonable terms within sixty (60) days of Consultant's notice, either party may terminate this Agreement, in whole or in part as to the affected services, without penalty, and Consultant shall be compensated only for services satisfactorily rendered through the effective date of termination.
- 1.11 Express Clinical Quality Warranty.** Consultant warrants that all services performed by Consultant hereunder (including phlebotomy, specimen collection and handling, chain-of-custody management, clinical results review, and individual physician consultation) shall be performed in accordance with the standard of care for California-licensed health care providers performing comparable services, and that all clinical personnel performing services hereunder shall hold current and unrestricted California licensure and credentials appropriate to the services performed. Consultant further warrants that the Galleri MCED testing laboratory

operated by GRAIL, LLC (or its successor) shall, at the time the laboratory analysis is performed, maintain Clinical Laboratory Improvement Amendments (CLIA) certification and College of American Pathologists (CAP) accreditation as required for laboratories performing the Galleri MGED test. This warranty is in addition to, and not in limitation of, Consultant's other representations and warranties under this Agreement.

2.0 COMPENSATION AND BILLING

- 2.1 Compensation.** Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Compensation under this Agreement shall be calculated on a per-participant basis applied to participants for whom services were actually rendered and satisfactorily completed. Consultant shall be paid only for services rendered and is not entitled to any guaranteed minimum payment.
- 2.2 Not-to-Exceed Amount.** Notwithstanding the per-participant rate set forth in Exhibit "A", the total compensation payable to Consultant under this Agreement shall not exceed the not-to-exceed amount specified in Exhibit "A", except by written amendment executed by the parties and supported by funding available within the approved AFG Award budget or other lawfully appropriated City funds.
- 2.3 Additional Services.** Consultant may perform additional services beyond the scope set forth in Exhibit "A" only if specifically engaged to do so in writing by the City or the Project Manager prior to performance. Oral requests and/or approvals shall be barred and are unenforceable. Any additional services that would cause the not-to-exceed amount to be exceeded shall require a written amendment to this Agreement and may require City Council approval and/or FEMA prior approval.
- 2.4 Method of Billing.** Consultant shall submit invoices to the City following the completion of each service event or monthly, but no more often than two (2) times per month. Each invoice shall be itemized by participant, date of service, and service performed (consistent with the participation tracking log described in Exhibit "A"). City shall pay Consultant's invoice within forty-five (45) days from the date City receives a complete and accurate invoice.
- 2.5 Records and Audits.** Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City, FEMA, the Department of Homeland Security Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, and any of their duly authorized representatives for inspection and/or audit at mutually convenient times from the Effective Date of this Agreement until three (3) years after the City's submission of its final

Federal Financial Report under the AFG Award, or such longer period as required by 2 C.F.R. § 200.334 or applicable law.

2.6 W-9. Consultant must provide City with a current W-9 form prior to the commencement of work under this Agreement. It is the Consultant's responsibility to provide to the City any revised or updated W-9 form during the term of this Agreement.

2.7 No Guaranteed Participation. The City makes no representation or warranty regarding the number of Fire Department personnel who will participate. All participant counts referenced in this Agreement (including in Exhibit "A") are non-binding estimates. Consultant is not entitled to any minimum guaranteed payment and shall be paid only for services satisfactorily rendered to confirmed participants.

3.0 TIME OF PERFORMANCE

3.1 Commencement and Completion of Work. Consultant shall be ready to commence services on the dates scheduled in accordance with Exhibit "A", Section 3 (Service Dates and On-Site Commitment), and shall diligently pursue services to completion within the time periods established hereunder. Failure to commence work on a scheduled service date or to diligently pursue work to completion may be grounds for termination of this Agreement.

3.2 Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0 TERM AND TERMINATION

4.1 Term. This Agreement shall commence on the Effective Date and continue through September 30, 2028, unless earlier terminated as provided herein. The parties may extend the term by mutual written agreement.

4.2 Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

- 4.3 Compensation.** In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation shall be prorated based on the per-participant rates set forth in Exhibit "A" applied to participants for whom services were satisfactorily completed as of the effective date of termination.
- 4.4 Documents.** In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement that are not Protected Health Information shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any Protected Health Information shall be managed pursuant to the Business Associate Agreement and applicable law.
- 4.5 Termination for Federal Funding Reasons.** Notwithstanding any other provision of this Agreement, City may terminate or reduce the scope of this Agreement, in whole or in part, upon any suspension, reduction, or termination of funding under the AFG Award, or upon any FEMA determination disallowing costs or finding the services non-compliant with the AFG Award. In such event, Consultant shall be compensated only for services satisfactorily rendered prior to the effective date of termination, subject to the availability of allowable funds.

5.0 INSURANCE

- 5.1 Insurance Required.** Consultant shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subcontractors. Consultant shall provide current evidence of the required insurance in a form acceptable to City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration, or termination of this Agreement. Nothing in this section shall be construed as limiting the Indemnification and Hold Harmless clause contained in Section 6.8.
- 5.2 Minimum Scope and Limits of Insurance.** Consultant shall maintain the following insurance coverages with the limits set forth below; for any coverage maintained on a self-insured or alternative-funding basis (consistent with Consultant's status as a California nonprofit health system), Consultant shall provide City with evidence of financial responsibility reasonably acceptable to the City Risk Manager:
- (A) Commercial General Liability Insurance:** in a form at least as broad as ISO Form CG 00 01, with a limit of not less than \$2,000,000 each occurrence. If such insurance contains a general

aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

- (B) **Business Automobile Liability Insurance:** in a form at least as broad as ISO Form CA 00 01, with a limit of not less than \$1,000,000 each accident, combined or equivalent split limits, covering owned, hired, and non-owned automobiles used in connection with the services hereunder.
- (C) **Workers' Compensation and Employers' Liability Insurance:** workers' compensation insurance as required by the State of California, and employers' liability insurance with limits of not less than \$1,000,000 each accident.
- (D) **Professional Liability / Medical Malpractice Insurance:** appropriate to Consultant's profession, with a limit of not less than \$2,000,000. If written on a claims-made form, the retroactive date shall be prior to the Effective Date and coverage shall be maintained for at least five (5) years following completion of the work, including extended reporting coverage if necessary.
- (E) **Cyber Liability Insurance:** with a limit of not less than \$2,000,000 per claim and \$2,000,000 aggregate. Coverage shall include network security and privacy liability, regulatory defense and penalties, breach response and notification expense, business interruption from cyber events, and unauthorized access to or disclosure of City data or PHI.
- (F) **Employee/Officer Fidelity Bond:** with a minimum limit of \$1,000,000, providing coverage for the acts of all employees, officers, and directors of Consultant. City shall be named as third-party beneficiary for losses arising from work done on behalf of City.

5.3 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by City. The City acknowledges that Consultant, as a California nonprofit hospital, may maintain certain coverages on a self-insured or self-funded basis through a captive or trust, and may satisfy the requirements of this Section by providing evidence of financial responsibility commensurate with the required limits.

5.4 Other Insurance Provisions. The required insurance policies shall contain or be endorsed to contain the following provisions:

- (A) **Commercial General Liability and Business Automobile Liability:** City, its elected or appointed officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant under this Agreement.

- (B) **Primary Coverage:** Consultant's insurance shall be primary as respects City. Any insurance or self-insurance maintained by City shall be excess of this insurance and shall not contribute with it.
- (C) **Waiver of Subrogation:** Consultant and its insurers waive any right of subrogation against City for work done on behalf of City.
- (D) **Cancellation Notice:** each policy shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice (ten (10) days for non-payment) to City.
- (E) **Subcontractor Insurance:** Consultant shall require and verify that any subcontractor maintains insurance meeting these requirements and shall name City as an additional insured.
- (F) **Special Risks or Circumstances:** City reserves the right to modify these requirements based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, subject to coordination with the City's Risk Manager.

5.5 **Acceptability of Insurers.** All required insurance shall be placed with insurers acceptable to City with current A.M. Best ratings of not less than A:VII, or as otherwise approved by the City's Risk Manager.

5.6 **Verification of Coverage.** Consultant shall furnish City with certificates of insurance and required endorsements prior to commencing work under this Agreement, and at each policy renewal during the term hereof.

6.0 GENERAL PROVISIONS

6.1 **Entire Agreement.** This Agreement, including all Exhibits hereto and the Business Associate Agreement executed concurrently herewith, constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement, except that the Business Associate Agreement shall control with respect to any conflict regarding the use, disclosure, or protection of PHI.

6.2 **Representatives.** The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals,

directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3 Project Managers. City designates the Fire Department EMS Manager and Administrative Analyst II as Project Managers. Either Project Manager is authorized to act for the City under this Agreement, and a communication from or to either Project Manager shall constitute a communication by or to the City. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4 Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, electronic mail with confirmation of receipt, or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; (b) at the time of transmission if such communication is sent by electronic mail with confirmation of receipt; and (c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
Hoag Clinic 500 Superior Avenue, Suite 200 Newport Beach, CA 92663 Attn: Ted Schafer, Supervisor – Municipal Programs	City of Fullerton 312 E. Commonwealth Avenue Fullerton, CA 92832 Attn: Adam Loeser, Fire Chief

6.5 Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws, and where applicable, the federal laws governing the AFG Award. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

- 6.7 Assignment.** Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.
- 6.8 Indemnification and Hold Harmless.** To the fullest extent of the law, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, and employees, at Consultant's sole expense, from and against claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, and employees arising out of the performance of Consultant, its employees, and/or authorized subcontractors, of the professional services undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, and employees based upon the work performed by Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect. Notwithstanding the foregoing, Consultant's indemnification and defense obligations under this Section 6.8 are limited to claims arising from Consultant's own negligence or willful misconduct in performing its services. Consultant shall have no indemnification or defense obligation for claims arising from the inherent performance characteristics of the Galleri MCED test or its regulatory status as a Laboratory Developed Test, except to the extent such claims are caused or exacerbated by Consultant's own negligence.
- 6.9 Independent Contractor.** Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant

shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

- 6.10 PERS Eligibility Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 6.11 Cooperation.** In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.
- 6.12 Ownership of Documents.** All findings, reports, documents, information and data (excluding individually identifiable Protected Health Information of program participants, which shall be managed pursuant to the Business Associate Agreement and applicable law), including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, including aggregated and de-identified reports, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, except as required for FEMA grant reporting or as required by law.
- 6.13 Public Records Act Disclosure.** Consultant has been advised and is aware that this Agreement and all reports, documents, information and data (excluding PHI protected by the Business Associate Agreement) provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is

defined in the California Government Code, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

- 6.14 Conflict of Interest.** Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090.
- 6.15 Responsibility for Errors.** Consultant shall be responsible for its work under this Agreement. In the event that an error or omission attributable to Consultant occurs, without prejudice to any other remedy to which City may be entitled to at law or equity, Consultant shall, at no cost to City, provide all necessary services to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.
- 6.16 Prohibited Employment.** Consultant will not employ any regular employee of City while this Agreement is in effect.
- 6.17 Order of Precedence.** The Exhibits, the RFP, and the Proposal are each incorporated into and form part of this Agreement. In the event of any inconsistency, the body of this Agreement shall prevail over the Exhibits, the RFP, and the Proposal. As between the RFP and the Proposal, the RFP shall prevail.
- 6.18 Costs.** Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.
- 6.19 No Third Party Beneficiary Rights.** Except as provided in 45 C.F.R. § 164.504(e)(2)(ii)(E) (individuals as third-party beneficiaries of Consultant's HIPAA obligations as set forth in the Business Associate Agreement), this Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- 6.20 Headings.** Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof

and shall not in any way affect the meaning or interpretation of this Agreement.

- 6.21 Construction.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 6.22 Amendments.** This Agreement may be amended only by a writing signed by both parties or their authorized successors. The City may amend this Agreement unilaterally to the extent necessary to maintain compliance with the AFG Award or applicable federal law.
- 6.23 Waiver.** The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.
- 6.24 Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.
- 6.25 Counterparts.** This Agreement may be executed in one or more counterparts, including by electronic signature, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 6.26 Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.
- 6.27 Executive Order N-6-22.** Pursuant to Executive Order N-6-22 (March 4, 2022), this Agreement may be terminated by the City if Consultant is determined to be a target of Economic Sanctions imposed by the United States in response to Russia's actions in Ukraine, or is otherwise engaged in transactions prohibited by such sanctions. Consultant shall promptly notify City in writing upon becoming subject to such sanctions or upon being charged by any government agency with conducting prohibited transactions.

6.28 Business Associate Agreement. The parties shall execute a Business Associate Agreement concurrently with this Agreement, which is incorporated herein by this reference. The Business Associate Agreement shall control over this Agreement with respect to any conflict regarding PHI.

6.29 Federal Grant Compliance. The federal grant compliance provisions in Exhibit "C" are incorporated herein by this reference and form a material part of this Agreement. Consultant shall comply with each such provision and shall flow them down, as applicable, to any subcontractor performing work hereunder.

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

HOAG CLINIC, a California non-profit corporation, dba HOAG EXECUTIVE HEALTH
Employer Identification Number: On File

By: _____ Date: _____

By: _____ Date: _____

CITY OF FULLERTON

By: _____ Date: _____
Eddie Manfro, City Manager

By: _____ Date: _____
Adam Loeser, Fire Chief

APPROVED AS TO FORM:

By: _____ Date: _____
Baron J. Bettenhausen, City Attorney

EXHIBIT "A"
SERVICES AND FEES SCHEDULE

1. **Program Overview.** Consultant shall provide Multi-Cancer Early Detection (MCED) blood-draw and screening services as a one-time baseline screen for each participating member of the Fullerton Fire Department, in support of the City's three-cycle Firefighter Wellness Program funded in part by the FY 2024 AFG Award. The NFPA 1582-compliant occupational medical evaluation component is provided under a separate City agreement and is not within Consultant's scope hereunder.
2. **Service Location and Delivery Model.** Consultant shall perform the Galleri MCED blood draw on-site at Fullerton Fire Department Headquarters, or at an alternative local site mutually agreed to by City's Project Manager and Consultant. Consultant shall provide a qualified phlebotomist or licensed clinical staff member and all necessary equipment, supplies, and chain-of-custody materials to perform the blood draw and prepare specimens for shipment to the testing laboratory. Consultant shall coordinate scheduling with the Fire Department's EMS Manager and Battalion Chiefs.
3. **Service Dates and On-Site Commitment.**
 - (a) **Scheduled service dates.** Cycle 1 blood-draw services for the initial cohort of up to seventy-nine (79) firefighters shall be performed during the week of July 27, 2026, on service days confirmed under Section 3(b). Subsequent service events (including catch-up draws for newly hired firefighters who did not participate in the initial cohort) shall be scheduled by mutual written agreement of City's Project Manager and Consultant not later than sixty (60) days before the first service day of the event.
 - (b) **Roster confirmation and minimum service days.** Not later than thirty (30) days before each scheduled service event, the City shall provide Consultant with a confirmed roster of participants for that event. Consultant shall schedule on-site service days at a City-designated location within Fullerton in not less than the number of days determined by dividing the confirmed participant count by twenty-seven (27) participants, rounded up to the next whole day. If the confirmed roster for a service event includes no participants, no service days shall be required for that event. The parties may mutually agree to additional service days as reasonably necessary. The City may, in its discretion, cancel an entire scheduled service event by written notice to Consultant not less than thirty (30) days before the first scheduled service day of that event.
 - (c) **Location commitment.** Consultant shall not require any City participant to receive services at any location other than a City-designated location within Fullerton without the City's prior written consent. The parties may, by mutual agreement, offer participants who miss a scheduled on-site session the option to receive makeup services at an alternative location; such accommodations shall be

at the participant's election and shall not substitute for Consultant's on-site service obligations.

(d) **Low-count alternative arrangements.** If the confirmed roster for a cycle or service event includes fewer than five (5) participants, the parties may mutually agree to alternative delivery arrangements that are commercially reasonable in light of the participant count, including (i) performance of services at Consultant's facility, with participants traveling to Consultant; (ii) performance of services at a third-party phlebotomy or laboratory facility convenient to participants; or (iii) any combination of on-site and off-site service delivery. Any such alternative arrangement shall be confirmed in writing by City's Project Manager and Consultant before service delivery.

4. **Scope of Services.** Consultant shall provide, for each participant served:

- On-site blood draw by a qualified phlebotomist or licensed clinical staff member
- Chain-of-custody preparation and shipment of the specimen to the Galleri MCED testing laboratory
- Galleri Multi-Cancer Early Detection blood-based genomic screening capable of detecting signals from 50+ cancer types, performed by the Galleri laboratory (GRAIL, LLC) or an approved equivalent laboratory accredited under CLIA and CAP
- Clinical results review by a California-licensed physician designated by Consultant
- Individual physician consultation with each participant, scheduled following delivery of laboratory results, to review the participant's MCED results, discuss implications, and recommend follow-up steps, in accordance with Consultant's standard MCED clinical-care protocol. The consultation is conducted separately from the on-site blood-draw event.
- Confidential individual results report delivered to the participant
- Coordination with the participant's primary care provider or referral pathway as clinically indicated and as authorized by the participant

5. **Integrated Clinical Review.** At a participant's election, the participant may furnish Consultant's reviewing physician with clinical information generated by other components of the Firefighter Wellness Program, including the participant's concurrent NFPA 1582 evaluation results, for incorporation into the MCED clinical review and consultation. Use of such information shall be initiated by the participant and conducted in accordance with HIPAA, the California Confidentiality of Medical Information Act, and the Business Associate Agreement executed concurrently herewith.

6. **Deliverables.** Consultant shall provide:

- Individual MCED results report delivered confidentially to each participant within Consultant's standard turnaround time, and in no event later than thirty (30) days following the blood draw except as delayed by laboratory factors outside Consultant's control.
- Confidential one-on-one physician consultation with each participant following results delivery.
- **Participation Tracking Log:** non-clinical completion log for City billing purposes containing participant name, date of service, and services completed. The log shall not include clinical results, diagnostic information, or any other clinical detail.
- De-identified aggregate summary of MCED participation containing (i) total number of participants screened and (ii) results in summary form, with small-cell suppression so that no metric can reasonably identify an individual participant.

7. **Per-Participant Rate.** The City shall pay Consultant the following per-participant rate for services actually rendered and satisfactorily completed:

Service	Per-Participant Rate
Galleri MCED (bundled): on-site blood draw, Galleri laboratory analysis, physician clinical review, individual results report, and one-on-one physician consultation, per participant	\$850.00

8. **Participant Counts.** The Fire Department anticipates approximately seventy-nine (79) participants in the initial service event (tentatively July 2026), with additional baseline MCED screenings for newly hired firefighters and attrition-replacement personnel at service events mutually scheduled by the parties. The per-participant rate in Section 7 shall govern compensation; all participant counts referenced herein are estimates, and the City shall pay only for services satisfactorily rendered to confirmed participants, subject to the not-to-exceed amount in Section 9.
9. **Not-to-Exceed Amount.** The total compensation payable to Consultant under this Agreement shall not exceed Eighty-Three Thousand Seven Hundred Fifty Dollars (\$83,750.00). The per-participant rate set forth in Section 7 above shall govern all compensation hereunder, and Consultant shall be paid only for services satisfactorily rendered to confirmed participants. The not-to-exceed amount may be increased by written amendment, subject to the availability of lawfully appropriated funds and, where required, the prior approval of FEMA pursuant to 2 C.F.R. § 200.308.
10. **Federal Audit and Recordkeeping.** All invoices, supporting documentation, and underlying records are subject to the federal access, audit, and retention provisions set forth in Sections 2.5 and 6.0 of this Agreement and in Exhibit "C".

EXHIBIT "B"
CERTIFICATES OF INSURANCE

Current certificates of insurance and required endorsements evidencing the coverages required by Section 5 of this Agreement shall be attached hereto and shall be updated by Consultant throughout the term of this Agreement.

DRAFT

EXHIBIT "C"

FEDERAL GRANT COMPLIANCE PROVISIONS

(FY 2024 Assistance to Firefighters Grant Program, Award No. EMW-2024-FG-03232)

The services provided under this Agreement are funded, in whole or in part, with federal financial assistance under the AFG Award. Consultant acknowledges that this Agreement constitutes a federally funded contract subject to 2 C.F.R. Part 200 and the Agreement Articles attached to the AFG Award. To the extent applicable, the following provisions are incorporated into this Agreement and shall flow down to any subcontractor or subrecipient Consultant may engage in connection with the work hereunder.

- C.1 Acknowledgement of Federal Funding.** Consultant acknowledges that the services hereunder are funded in part by DHS/FEMA under the AFG Award. Consultant shall acknowledge federal funding in any public statement regarding this work consistent with the AFG Notice of Funding Opportunity, and shall not use the DHS or FEMA seal, logo, flag, or name in any manner suggesting federal endorsement.
- C.2 Compliance with Uniform Administrative Requirements.** Consultant shall comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200, as adopted by DHS at 2 C.F.R. Part 3002, including the contract provisions required by 2 C.F.R. Part 200 Appendix II, each of which is incorporated herein by this reference to the extent applicable.
- C.3 Debarment and Suspension.** Consultant certifies that neither it nor its principals, nor any subcontractor it engages in connection with the work hereunder, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. Consultant shall verify the status of any subcontractor by reviewing the System for Award Management (SAM.gov) exclusion records before entering into any subcontract for work funded under this Agreement.
- C.4 Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** Consultant certifies that no federal appropriated funds have been or will be paid, by or on behalf of it, to any person for influencing or attempting to influence any federal official, Member of Congress, or congressional employee in connection with the awarding, extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any non-federal funds have been or will be paid for such purpose, Consultant shall complete and submit Standard Form-LLL, and shall include this certification in the award documents for all sub-awards at all tiers.
- C.5 Access to Records.** Consultant shall give the City, FEMA, the Comptroller General of the United States, the Department of Homeland Security Office of

Inspector General, the Government Accountability Office, and any of their duly authorized representatives access to Consultant's books, documents, papers, and records that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions in accordance with 2 C.F.R. § 200.337.

- C.6 Record Retention.** Consultant shall maintain all records pertaining to this Agreement (excluding individually identifiable PHI, which shall be retained in accordance with HIPAA and the Business Associate Agreement) for not less than three (3) years from the date the City submits its final Federal Financial Report to FEMA, or such longer period as required by 2 C.F.R. § 200.334 or by FEMA, City, or auditor notice.
- C.7 Termination.** In addition to City's termination rights under Section 4 hereof, this Agreement may be terminated in whole or in part in accordance with 2 C.F.R. § 200.340 and Appendix II to 2 C.F.R. Part 200 for material noncompliance, public interest, or suspension, termination, or reduction of the AFG Award by FEMA.
- C.8 Equal Employment Opportunity and Civil Rights.** Consultant shall comply with all applicable equal opportunity and civil rights statutes and regulations, including without limitation: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.); the Genetic Information Nondiscrimination Act of 2008; and Executive Order 11246, as amended, and regulations issued thereunder.
- C.9 Drug-Free Workplace.** Consultant shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101 et seq.) and 2 C.F.R. Part 3001, including the publication of a workplace drug-free statement and establishment of a drug-free awareness program.
- C.10 Trafficking Victims Protection.** Consultant shall comply with the Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104), as amended. Consultant agrees that City may unilaterally terminate this Agreement, without penalty, if Consultant or its employees engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor.
- C.11 Procurement of Recovered Materials.** To the extent applicable to Consultant's scope of work, Consultant shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and 2 C.F.R. § 200.323, regarding procurement of recovered materials.
- C.12 Domestic Preference for Procurements / Build America, Buy America.** To the extent applicable, Consultant shall, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products,

or materials produced in the United States in accordance with 2 C.F.R. § 200.322 and the Build America, Buy America Act (Pub. L. No. 117-58, §§ 70901-52).

- C.13 Prohibition on Certain Telecommunications and Video Surveillance Equipment.** Consultant shall not use federal funds under this Agreement to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial component or critical technology, as prohibited by Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 and 2 C.F.R. § 200.216.
- C.14 Reporting of Subawards and Executive Compensation.** To the extent the dollar threshold and other applicability criteria of 2 C.F.R. Part 170 are met, Consultant shall provide City with the information required for City to comply with the Federal Funding Accountability and Transparency Act (FFATA) subaward and executive compensation reporting obligations.
- C.15 SAM Registration and Unique Entity Identifier.** Consultant represents that it has obtained a Unique Entity Identifier (UEI) and is registered (or has filed for registration) in the System for Award Management (SAM.gov), as required by 2 C.F.R. § 25.200, to the extent applicable to its provision of services hereunder.
- C.16 Anti-Discrimination Certifications.** Consultant acknowledges that the City, as recipient of the AFG Award, is subject to the anti-discrimination certifications set forth in the AFG Award Articles. Consultant shall not engage in any conduct in performing the services hereunder that would cause City to be in violation of those certifications.
- C.17 Federal Award Identification.** For purposes of 2 C.F.R. § 200.332(a) (where applicable), the federal award funding this Agreement is: DHS/FEMA Award No. EMW-2024-FG-03232, Assistance Listing No. 97.044 (Assistance to Firefighters Grant Program), awarded September 23, 2025 to the City of Fullerton as recipient.
- C.18 Non-Supplanting.** Consultant acknowledges that federal funds under the AFG Award are intended to supplement and not supplant non-federal funds. Nothing in this Agreement shall obligate the City to use non-federal funds for any cost determined unallowable by FEMA.
- C.19 No Federal Endorsement.** Nothing in this Agreement constitutes the federal government's endorsement of Consultant or any product or service provided hereunder. Consultant shall not state or imply any such endorsement in advertising, marketing, or other communications.
- C.20 Incorporation by Reference.** All applicable provisions of 2 C.F.R. Part 200, including without limitation Appendix II (Contract Provisions for Non-Federal Entity Contracts under Federal Awards), the AFG Award Articles attached to Award No. EMW-2024-FG-03232, the FY 2024 AFG Notice of Funding Opportunity, and any FEMA-issued conditions or amendments to the AFG Award, are incorporated into this Agreement by this reference and shall flow down to any subcontractor performing work under this Agreement, to the extent applicable.