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**EXHIBIT E  
FEDERAL TERMS AND CONDITIONS**

I. Clean Air and Water

- A. The Contractor agrees under penalty of perjury it is not in violation of any order or resolution which is not subject to review promulgated by the State Air Resources Board or any air pollution district.
- B. The Contractor agrees under penalty or perjury it is not subject to any cease and desist order which is not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is not finally determined to be in violation of provisions of federal law relating to air or water pollution.
- C. The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act as amended (42 U.S.C. 7401 et seq., as amended by Public Law 95-95), and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued to implement those Acts before the award of this contract.

II. Small, Minority and Women Owned Business Subcontracting

It is federal policy that the Contractor award a fair share of any subcontracts awarded under this contract to small, minority and women owned business firms. The Contractor agrees to comply with this policy.

III. Inventory of Equipment

The State does not anticipate that the Contractor will purchase any equipment for use in administering this Agreement. The State reserves title to all equipment of any kind purchased from, advanced, or reimbursed by, funds from the State, and not fully consumed in the performance of this Agreement. Inventory and disposition of such equipment is subject to the provisions of this paragraph, as well as paragraphs 1, 2, and 3 below:

- A. The Contractor shall, at the request of the State, submit an inventory of equipment purchased under this Agreement.

- B. At the termination of this Agreement, the Contractor shall provide a final inventory to the State and shall, at that time, query the State as to the State's requirements for returning said equipment. Final disposition of such equipment shall be at State expense and in accordance with State instructions issued immediately after the receipt of the final inventory.
- C. Before equipment purchases made by the Contractor are reimbursed by the State, the Contractor must submit copies of paid vendor receipts, identifying the purchase price, a description of the item, the serial number, model number and location of the equipment during the contract term. These receipts shall be attached to the Contractor's invoice for the month in which the equipment was purchased.

IV. Environmental Tobacco Smoke Certification

By signing this Agreement, the Contractor certifies that it will comply with the requirements of Public Law 103-227, also known as the U.S. Pro-Children Act of 1994 (20 USC 6081 et seq.) and will therefore not allow smoking within any portion of any indoor facility used for the provision of health services for children. The Contractor further agrees that it will insert this certification into any subcontracts which provide children's health services. The Contractor understands that failure to comply with the provisions of this law may result in the imposition of an administrative compliance order on the responsible entity.

V. Federal Lobbying Certification

- A. The Contractor shall comply with Section 1352 of Title 31, United States Code regarding prohibitions against using federal funds for lobbying.
- B. By signing this Contract, the signer certifies, on behalf of the Contractor, to the best of his or her knowledge and belief, that:
  - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this funded contract, Federal grant, or cooperative agreement, and the extension, continuations, renewal, amendment, or modification of this Federal contract, grant or cooperative agreement.
  - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to

influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

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

VI. Federal Payment Restrictions for Various Services

- A. The Contractor shall exclude all payments for any item or service, with the exception of an emergency service or item provided in an emergency room of a hospital, to any individual or entity which is under exclusion by the U.S. Department of Health and Human Services from participation under Titles V, XVIII, XIX, XX, or XXI of the Social Security Act, or any item or service made under the medical direction or on the prescription of a physician who is under such exclusion. (42 U.S.C. 1396b (i) Sec. 1903 (2))
- B. The Contractor shall make determinations of individuals and entities that are so excluded as part of their initial and ongoing credentialing process of providers and facilities who are participating in the Program.

VII. Federal Ownership Disclosure Requirements

- A. The Contractor shall provide to the State, on a yearly basis, an ownership disclosure statement, on a format to be provided by the State. The statement shall disclose the name of any individual or entity that has a five percent or more ownership or control interest as defined under 42 U.S.C. Section 1320 a-3 (3).

- B. In addition, the Contractor shall require and collect ownership disclosure statements from the subcontracted providers of services to the Program (including hospitals, rural primary care hospitals, skilled nursing services, comprehensive outpatient rehabilitation facilities, home health agencies, hospice programs, independent clinical laboratories, renal disease facilities, and other entities listed in 42 U.S.C. 1320 a.-3, but not individual practitioners or groups of practitioners). The ownership disclosure statements shall be on a format to be provided by the State, shall be maintained by the Contractor for certification purposes, and shall be provided to the State upon request. The Contractor shall require the statements to be filed upon a provider's entry into the Contractor's health plan and at least yearly thereafter.

VIII. Convicted Offenses Disclosure

The Contractor shall require hospitals, nursing facilities, and other subcontracting provider entities participating in the Program to make the disclosures required by 42 U.S.C. Section 1320 a-5 et seq., regarding certain convicted offenses or exclusions from state or federal health programs of the provider's owners, officers, directors, agents or managing employees. These disclosures shall be made to the Contractor on behalf of the State. The Contractor will immediately notify the State of any such disclosing entities, so that the State may notify the Inspector General of the U.S. Department of Health and Human Services. The Contractor is not required in this Item VIII to require disclosures from individual practitioners or groups of practitioners.

IX. Debarment Certification

The Contractor shall comply with all requirements, terms and conditions set forth in Attachment III, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions, and its instructions which was submitted as part of the Contractor's proposal.

X. Equal Employment Opportunity

The Contractor shall comply with all requirements of federal Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, entitled "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by federal regulations (41CFR Part 60, entitled "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor").