

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-10421	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

County of Fresno

2. The term of this Agreement is:

START DATE

July 1, 2024 or Upon approval of DGS, whichever is later

THROUGH END DATE

June 30, 2028

3. The maximum amount of this Agreement is:

\$237,000 Two Hundred and Thirty Seven Thousand 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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit A	Scope of Work, Attachment A-I	26
Exhibit B*	Budget Detail and Payment Provisions	4
Exhibit B	Budget, Attachment I	4
Exhibit C *	General Terms and Conditions	GTC 04/ 2017
Exhibit D	Special Terms and Conditions	19
Exhibit E	Additional Terms and Conditions	3
Exhibit F	Federal Terms and Conditions	16
Exhibit G	Contractor's Release	1

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.)

County of Fresno

CONTRACTOR BUSINESS ADDRESS

1221 Fulton Street

CITY

Fresno

STATE

CA

ZIP

93721

PRINTED NAME OF PERSON SIGNING

Nathan Magsig

TITLE

Chairman of the Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

8-20-2024

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By Hanan M Deputy

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-10421	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Vanessa Manson

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

8/22/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



Exhibit A Scope of Work

1. Service Overview

The Contractor services will support federal investments for evaluating, assessing, and implementing evidence-based strategies to prevent diabetes, improve health outcomes, and identify key public health strategies to link clinical services to community interventions that prevent and control chronic disease.

Service coordination, meetings, consultations, and reporting in scope of work activities will be conducted with public health and safety priorities. When possible, all coordination will be conducted using social distancing and distance learning measures, such as virtual online platforms, telehealth, conference phone calls, computer assisted coordination, and emails. All scope of work activity reporting to the California Department of Public Health (CDPH), Chronic Disease Control Branch (CDCB), Type 2 Diabetes Program (T2DP) staff will be conducted using online platforms or email.

The services are consistent with requirements in the Centers for Disease Control and Prevention (CDC), CFDA number 93.988, Grant Number NU58DP007371-01-00, funding awarded to the CDPH for Contractor Local Assistance to provide California T2DP interventions, including required objectives, strategies, and deliverables, as described in the Scope of Work and in compliance with the CDC Grant.

Pursuant to California Health and Safety Code Sections 131058 and 131085 the Contractor will develop and implement services to support three contract goals:

Goal 1: County of Fresno Department of Public Health (FCDPH) will improve type 2 diabetes prevention and risk reduction by increasing National Diabetes Prevention Program (National DPP) enrollment/referrals and address social determinants of health (SDOH) within Fresno County Healthy Places Index (HPI) Quartile 1 communities, with an emphasis placed in rural settings. HPI score is an overall health composite measure based on various standardized health and social conditions to determine the well-being of geographic locations; the higher the ranking, the better living conditions of that region.

Goal 2: FCDPH will implement team-based care approaches and engage community health workers (CHWs) to increase National DPP access in HPI Quartile 1 communities within Fresno County, with an emphasis placed in rural settings.

Goal 3: FCDPH will promote mobile clinics, collaborate with internal program interventions, and develop and/or adapt guidelines to address social determinants of health (SODH) in HPI Quartile 1 communities, with an emphasis in rural settings.

Exhibit A Scope of Work

Goal 4: FCDPH will coordinate with T2DP on a required schedule to increase participation, coordination, management, and delivery to improve data collection, information exchange, and resource development and distribution.

2. Service Location

The services shall be performed at applicable facilities and/or remotely in the County of Fresno as prescribed in the Scope of Work.

3. Service Hours

The services shall be provided during normal Contractor working days, Monday through Friday, and hours 8:00 am to 5:00 pm, except official holidays.

4. Project Representatives

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

California Department of Public Health Barbara Riley Telephone: (279) 667-1525 Fax: (916) 552-9729 E-mail: Barbara.Riley@cdph.ca.gov	County of Fresno Claudia Sandoval, Division Manager Telephone: (559) 600-6546 Email: clsandoval@fresnocountyca.gov
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B. Direct all inquiries to:

California Department of Public Health Chronic Disease Control Branch Attention: Melissa Kinkoph P.O. Box 997377, MS 7208 Sacramento, CA 95899-7377 Telephone: (279) 217-0915 Fax: (916) 552-9729 E-mail: Melissa.Kinkoph@cdph.ca.gov	County of Fresno Division of Health Policy and Wellness Attention: Claudia Sandoval, Division Manager 1221 Fulton Street Fresno, CA. 93721 Telephone: (559) 600-6546 E-mail: clsandoval@fresnocountyca.gov
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Exhibit A Scope of Work

- C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
County of Fresno ATTN: Irene Parada, DPH Business Manager Department of Public Health P.O. BOX 11867 Fresno, CA 93755

- 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. Services to be Performed are in the Exhibit A, Scope of Work Template Below:

Submission Compliance: The following submission procedure will apply to all deliverables in this SOW. Contractor will develop and submit responses to all reports, surveys, and other deliverable data, media, or materials by email or online platforms to the T2DP Program Lead for review, approval, or further processing. Contractor will submit deliverables on letterhead electronically (e.g., email, Survey Monkey, other online platforms) for reporting progress on all Scope of Work objectives and activities to the T2DP Program Lead directly. All deliverable products, including presentations, fact sheets, reports, and other educational materials, will be shared on the CDPH CDCB T2DP website, CDCB T2DP SharePoint, and with CDCB T2DP partners. The deliverable products must be American Disability Act compliant. Contractor must notify T2DP of any delays in contract deliverables to discuss and negotiate timeline extensions.

**Exhibit A – Attachment I
 Scope of Work
 Year 1
 Upon approval – June 30, 2025**

Goal 1: County of Fresno Department of Public Health (FCDPH) will improve type 2 diabetes prevention and risk reduction by increasing National Diabetes Prevention Program (National DPP) enrollment/referrals and address social determinants of health (SDOH) within Fresno County Healthy Places Index (HPI) Quartile 1 communities, with an emphasis placed in rural settings. HPI score is an overall health composite measure based on various standardized health and social conditions to determine the well-being of geographic locations; the higher the ranking, the better living conditions of that region.

Objective	Activity	Responsible Party	Timeline	Deliverable
1.1 Enhance and increase enrollment and retention of Fresno County residents living in HPI Quartile 1 communities, with an emphasis placed in rural settings, in the National DPP lifestyle intervention by 20% annually by improving access, appropriateness, and feasibility of the programs.	1.1a Contractor will work with T2DP and the Skinny Gene Project to engage and/or establish 1-2 National DPP organizations to increase enrollment and retention. 1.1b Contractor will work with T2DP and the Skinny Gene Project to conduct capacity assessments with National DPP organizations to identify their capacity, challenges, and barriers. 1.1c Contractor will gather existing tailored information or recruitment strategies from National DPP TA provider/partner and organizations that successfully increase participation of HPI Quartile 1	FCDPH	Upon approval - June 30, 2025	1.1a Submit lists of engaged National DPP organizations, capacity assessment results, tailored information, and education materials quarterly to CDPH via email. 1.1b Submit lists of engaged National DPP organizations and their capacity assessment results. 1.1c Submit a list of National NDPP organizations recruitment efforts.

**Exhibit A – Attachment I
 Scope of Work
 Year 1
 Upon approval – June 30, 2025**

Objective	Activity	Responsible Party	Timeline	Deliverable
	communities, with an emphasis placed in rural settings.			
1.2 Encourage 1-2 National DPP organizations in HPI Quartile 1 communities, with an emphasis in a rural settings, to offer Medi-Cal and Medicare coverage.	1.2 Contractor will disseminate Medi-Cal/ Medicare DPP information to National DPPs, community members, local health providers.	FCDPH	Upon approval - June 30, 2025	1.2 Submit a list of organizations that receive and/or utilize the materials quarterly to CDPH via email.

**Exhibit A – Attachment I
 Scope of Work
 Year 1
 Upon approval – June 30, 2025**

Goal 2: FCDPH will implement team-based care approaches and engage community health workers (CHWs) to increase National DPP access in HPI Quartile 1 communities within Fresno County, with an emphasis placed in rural settings. HPI score is an overall health composite measure based on various standardized health and social conditions to determine the well-being of geographic locations, the higher the ranking, the better living conditions of that region.

Objective	Activity	Responsible Party	Timeline	Deliverable
2.1 Improve the sustainability of CHWs by building or strengthening a supportive infrastructure to expand their involvement in evidence-based diabetes prevention and other management programs and services as applicable.	2.1 Contractor will work with T2DP and the Skinny Gene Project/CHW Network partners to enhance the capacity of the CHWs currently integrated in the Network who: <ul style="list-style-type: none"> i. are supported by and involved in shaping a recognized definition of CHW scope of practice; have access to workforce development training and career ladders; ii. are integrated into diabetes care teams, National DPP lifestyle intervention delivery organizations, and/or making or facilitating referrals for people with or at risk for diabetes to these services 	FCDPH	Upon approval - June 30, 2025	2.1 Submit a list of CHWs engaged with the T2DP workforce quarterly to CDPH via email.

**Exhibit A – Attachment I
 Scope of Work
 Year 1
 Upon approval – June 30, 2025**

Goal 3: FCDPH will promote mobile clinics, collaborate with internal program interventions, and develop and/or adapt guidelines to address social determinants of health (SODH) in HPI Quartile 1 communities, with an emphasis in rural settings. FCDPH will develop processes that address nutrition, transportation, physical activities, food access, and/or other SDOH related areas. HPI score is an overall health composite measure based on various standardized health and social conditions to determine the well-being of geographic locations, the higher the ranking, the better living conditions of that region.

Objective	Activity	Responsible Party	Timeline	Deliverable
<p>3.1 Promote and/or extend mobile clinic practices and/or related settings by 20% annually to improve outreach, screening, referral, and enrollment in National DPP and address SDOH needs in HPI Quartile 1 communities, with an emphasis in rural settings.</p>	<p>3.1a Contractor will work with the internal Rural Mobile Health (RMH) Program and corresponding CHW Network to brainstorm future collaborations in integrating mobile clinic into diabetes prevention practices.</p> <p>3.1b Contractor will work with internal RMH team and CHW network to increase community engagement and next steps on establishing a referral and enrollment process in National DPP.</p>	<p>FCDPH</p>	<p>Upon approval - June 30, 2025</p>	<p>3.1a Submit a status update quarterly to CDPH via survey.</p> <p>3.1b Submit a status update and required data quarterly to CDPH via survey.</p>
<p>3.2 Based on lessons learned from Goal 3 objectives, finalize and develop best practice guidelines and a toolkit to implement screening and referrals into National DPP and address SDOH</p>	<p>3.2 Contractor will draft and/or adapt existing guidelines to address SDOH, such as nutrition, transportation, physical activities, food access, etc., serving HPI Quartile 1 residents, with an emphasis in rural communities, through in a mobile clinic and/or related</p>	<p>FCDPH</p>	<p>Upon approval - June 30, 2025</p>	<p>3.2 Submit the first draft of adapted guidelines to CDPH via email by 6/30/2026.</p>

**Exhibit A – Attachment I
 Scope of Work
 Year 1
 Upon approval – June 30, 2025**

Objective	Activity	Responsible Party	Timeline	Deliverable
needs in a mobile clinic and/or related setting, serving HPI Quartile 1 residents, with an emphasis in rural communities.	setting. The document should not be more than three pages.			

Goal 4: FCDPH will coordinate with T2DP on a required schedule to increase participation, coordination, management, and delivery to improve data collection, information exchange, and resource development and distribution.

Objective	Activity	Responsible Party	Timeline	Deliverable
4.1 Attend and actively participate in T2DP biannual contractor meeting and bi-monthly 1:1 meetings. Participate by sharing successes, challenges, and progress on key contracted deliverables.	4.1 Contractor staff will participate in T2DP webinars, conference calls, and meetings to share successes, challenges, and progress on key contract deliverables.	FCDPH	Upon approval - June 30, 2025	4.1 Submit a list of contractor staff participation to T2DP quarterly via email.
4.2 Contractor will participate in a T2DP sponsored virtual and/or in-person convenings.	4.2 Contractor will attend T2DP convening in a virtual setting.	FCDPH	Upon approval- June 30, 2025	4.2 Submit required presentation materials 10 business days before the convening via email.

**Exhibit A – Attachment I
 Scope of Work
 Year 1
 Upon approval – June 30, 2025**

Objective	Activity	Responsible Party	Timeline	Deliverable
4.3 Respond to and disseminate all T2DP survey(s) (e.g., quarterly LHD surveys and health system capacity surveys) according to a required schedule and process.	4.3 Contractor will complete and respond quarterly during the FY to all T2DP surveys.	FCDPH	Upon approval- June 30, 2025	4.3 Submit LHD surveys and other surveys as needed to CDPH quarterly.

**Exhibit A – Attachment I
 Scope of Work
 Year 2
 July 1, 2025 – June 30, 2026**

Goal 1: County of Fresno Department of Public Health (FCDPH) will improve type 2 diabetes prevention and risk reduction by increasing National Diabetes Prevention Program (National DPP) enrollment/referrals and address social determinants of health (SDOH) within Fresno County Healthy Places Index (HPI) Quartile 1 communities, with an emphasis placed in rural settings. HPI score is an overall health composite measure based on various standardized health and social conditions to determine the well-being of geographic locations; the higher the ranking, the better living conditions of that region.

Objective	Activity	Responsible Party	Timeline	Deliverable
<p>1.1 Enhance and increase enrollment and retention of Fresno County residents living in HPI Quartile 1 communities, with an emphasis placed in rural settings, in the National DPP lifestyle intervention by 20% annually by improving access, appropriateness, and feasibility of the programs.</p>	<p>1.1a Contractor will work with T2DP and the Skinny Gene Project to engage and/or establish 1-2 National DPP organizations to increase enrollment and retention.</p> <p>1.1b Contractor will work with T2DP and the Skinny Gene Project to conduct capacity assessments with National DPP organizations to identify their capacity, challenges, and barriers.</p> <p>1.1c Contractor will gather existing tailored information or recruitment strategies from National DPP TA provider/partner and organizations that successfully increase participation of HPI Quartile 1</p>	<p>FCDPH</p>	<p>July 1, 2025 - June 30, 2026</p>	<p>1.1a Submit lists of engaged National DPP organizations, capacity assessment results, tailored information, and education materials quarterly to CDPH via email.</p> <p>1.1b Submit lists of engaged National DPP organizations and their capacity assessment results.</p> <p>1.1c Submit a list of National NDPP organizations recruitment efforts.</p>

**Exhibit A – Attachment I
 Scope of Work
 Year 2
 July 1, 2025 – June 30, 2026**

Objective	Activity	Responsible Party	Timeline	Deliverable
	communities, with an emphasis placed in rural settings.			
1.2 Encourage 1-2 National DPP organizations in HPI Quartile 1 communities, with an emphasis in a rural setting to offer Medi-Cal and Medicare coverage.	1.2 Contractor will disseminate Medi-Cal/ Medicare DPP information to National DPPs, community members, local health providers.	FCDPH	July 1, 2025 - June 30, 2026	1.2 Submit a list of organizations that receive and/or utilize the materials quarterly to CDPH via email.

Goal 2: FCDPH will implement team-based care approaches and engage community health workers (CHWs) to increase National DPP access in HPI Quartile 1 communities within Fresno County, with an emphasis placed in rural settings. HPI score is an overall health composite measure based on various standardized health and social conditions to determine the well-being of geographic locations, the higher the ranking, the better living conditions of that region.

Objective	Activity	Responsible Party	Timeline	Deliverable
2.1 Improve the sustainability of CHWs by building or strengthening a supportive infrastructure to expand their involvement in evidence-based diabetes prevention and other management programs and services as applicable.	2.1a Contractor will work with T2DP and the Skinny Gene Project/CHW Network partners to enhance the capacity of the CHWs currently integrated in the Network who: <ul style="list-style-type: none"> i. are supported by and involved in shaping a recognized definition of CHW scope of practice; 	FCDPH	July 1, 2025 - June 30, 2026	2.1a Submit a list of CHWs engaged with the T2DP workforce quarterly to CDPH via email.

**Exhibit A – Attachment I
 Scope of Work
 Year 2
 July 1, 2025 – June 30, 2026**

Objective	Activity	Responsible Party	Timeline	Deliverable
	<ul style="list-style-type: none"> ii. have access to workforce development training and career ladders; iii. are integrated into diabetes care teams, National DPP lifestyle intervention delivery organizations, and/or making or facilitating referrals for people with or at risk for diabetes to these services; and, <p>2.1b Contractor will provide capacity building, educational materials, and other collaboration opportunities to enhance and/or integrate CHWs in the diabetes intervention approaches.</p>			<p>2.1b Submit a status update and required data quarterly to CDPH via survey.</p>

**Exhibit A – Attachment I
 Scope of Work
 Year 2
 July 1, 2025 – June 30, 2026**

Goal 3: FCDPH will promote mobile clinics, collaborate with internal program interventions, and develop and/or adapt guidelines to address social determinants of health (SODH) in HPI Quartile 1 communities, with an emphasis in rural settings. FCDPH will develop processes that address nutrition, transportation, physical activities, food access, and/or other SDOH related areas. HPI score is an overall health composite measure based on various standardized health and social conditions to determine the well-being of geographic locations, the higher the ranking, the better living conditions of that region.

Objective	Activity	Responsible Party	Timeline	Deliverable
3.1 Promote and/or extend mobile clinic practices and/or related settings by 20% annually to improve outreach, screening, referral, and enrollment in National DPP and address SDOH needs in HPI Quartile 1 communities, with an emphasis in rural settings.	3.1a Contractor will work with the internal Rural Mobile Health (RMH) Program and corresponding CHW Network to brainstorm future collaborations in integrating mobile clinic into diabetes prevention practices. 3.1b Contractor will develop a plan, include data reporting methodologies, roles and responsibilities, and timeline, with the internal RMH team and CHW Network to promote mobile clinic and increase outreach and referrals for National DPP and address SDOH needs. 3.1c Contractor will work with internal RMH team and CHW network to increase community engagement and next steps on enrollment in National DPP.	FCDPH	July 1, 2025 - June 30, 2026	3.1a Submit a status update quarterly to CDPH via survey. 3.1b Submit the mobile clinic implementation plan, to include workflow charts and data collection methodologies quarterly to CDPH via email. 3.1c Submit a status update and required data quarterly to CDPH via survey.

**Exhibit A – Attachment I
 Scope of Work
 Year 2
 July 1, 2025 – June 30, 2026**

Objective	Activity	Responsible Party	Timeline	Deliverable
3.2 Based on lessons learned from Goal 3 objectives, finalize and develop best practice guidelines and a toolkit to implement screening and referrals into National DPP and address SDOH needs in a mobile clinic and/or related setting, serving HPI Quartile 1 residents, with an emphasis in rural communities.	3.2 Contractor will draft and/or adapt existing guidelines to address SDOH, such as nutrition, transportation, physical activities, food access, etc., serving HPI Quartile 1 residents, with an emphasis in rural communities, through in a mobile clinic and/or related setting. The document should not be more than three pages.	FCDPH	July 1, 2025 - June 30, 2026	3.2 Submit the draft of adapted guidelines to CDPH via email by 6/30/2026.

Goal 4: FCDPH will coordinate with T2DP on a required schedule to increase participation, coordination, management, and delivery to improve data collection, information exchange, and resource development and distribution.

Objective	Activity	Responsible Party	Timeline	Deliverable
4.1 Attend and actively participate in T2DP biannual contractor meeting and bi-monthly 1:1 meetings. Participate by sharing successes, challenges, and progress on key contracted deliverables.	4.1 Contractor staff will participate in T2DP webinars, conference calls, and meetings to share successes, challenges, and progress on key contract deliverables.	FCDPH	July 1, 2025- June 30, 2026	4.1 Submit a list of contractor staff participation to T2DP quarterly via email.

Exhibit A – Attachment I
Scope of Work
Year 2
July 1, 2025 – June 30, 2026

Objective	Activity	Responsible Party	Timeline	Deliverable
4.2 Contractors will participate in a T2DP sponsored virtual and/or in-person convenings.	4.2 Contractor will attend T2DP convening in a virtual setting.	FCDPH	July 1, 2025- June 30, 2026	4.2 Submit required presentation materials 10 business days before the convening via email.
4.3 Respond to and disseminate all T2DP survey(s) (e.g., quarterly LHD surveys and health system capacity surveys) according to a required schedule and process.	4.3 Contractor will complete and respond quarterly during the FY to all T2DP surveys.	FCDPH	July 1, 2025- June 30, 2026	4.3 Submit LHD surveys and other surveys as needed to CDPH quarterly.

**Exhibit A – Attachment I
 Scope of Work
 Year 3
 July 1, 2026 – June 30, 2027**

Goal 1: County of Fresno Department of Public Health (FCDPH) will improve type 2 diabetes prevention and risk reduction by increasing National Diabetes Prevention Program (National DPP) enrollment/referrals and address social determinants of health (SDOH) within Fresno County Healthy Places Index (HPI) Quartile 1 communities, with an emphasis placed in rural settings. HPI score is an overall health composite measure based on various standardized health and social conditions to determine the well-being of geographic locations, the higher the ranking, the better living conditions of that region.

Objective	Activity	Responsible Party	Timeline	Deliverable
1.1 Enhance and increase enrollment and retention of Fresno County residents living in HPI Quartile 1 communities, with an emphasis placed in rural settings, in the National DPP lifestyle intervention by 20% annually by improving access, appropriateness, and feasibility of the programs.	1.1a Contractor will work with T2DP and the Skinny Gene Project to engage and/or establish 1-2 National DPP organizations to increase enrollment and retention. 1.1b Contractor will work with T2DP and the Skinny Gene Project to conduct capacity assessments with National DPP organizations to identify their capacity, challenges, and barriers. 1.1c Contractor will gather existing tailored information or recruitment strategies from National DPP TA provider/partner and organizations that successfully increase participation of HPI Quartile 1	FCDPH	July 1, 2026 - June 30, 2027	1.1a Submit lists of engaged National DPP organizations, capacity assessment results, tailored information, and education materials quarterly to CDPH via email. 1.1b Submit lists of engaged National DPP organizations and their capacity assessment results. 1.1c Submit a list of National NDPP organizations recruitment efforts.

**Exhibit A – Attachment I
 Scope of Work
 Year 3
 July 1, 2026 – June 30, 2027**

Objective	Activity	Responsible Party	Timeline	Deliverable
	<p>communities, with an emphasis placed in rural settings.</p> <p>1.1d Contractor will work with T2DP to enhance and/or develop a process to review, develop, or adapt existing cultural and linguistically appropriate education materials and resources that align with National Standards for Culturally and Linguistically Appropriate Services (CLAS) to engage community members.</p> <p>1.1e Contractor will disseminate cultural- and linguistic-appropriate educational materials to HPI Quartile 1 communities through National DPP-participating organizations, Rural Mobile Health program events, Community Health Worker (CHW) Network, FCDPH resource library, and other in-person and electronic methods.</p>			<p>1.1d Submit a status update quarterly to CDPH via survey.</p> <p>1.1e Submit the education materials and resources and a list of organizations that receive and/or utilize the materials quarterly to CDPH via email.</p>
<p>1.2 Encourage 1-2 National DPP organizations in HPI Quartile 1 communities, with an emphasis in a rural</p>	<p>1.2a Contractor will disseminate Medi-Cal/ Medicare DPP information to National DPPs, community members, local health providers.</p>	<p>FCDPH</p>	<p>July 1, 2026 - June 30, 2027</p>	<p>1.2a Submit a list of organizations that receive and/or utilize the materials quarterly to CDPH via email.</p>

**Exhibit A – Attachment I
 Scope of Work
 Year 3
 July 1, 2026 – June 30, 2027**

Objective	Activity	Responsible Party	Timeline	Deliverable
setting to offer Medi-Cal and Medicare coverage.	1.2b Contractor will work with the Skinny Gene Project to assist 1-2 National DPP organizations to received Medi-Cal/Medicare reimbursement.			1.2b Submit a list of organizations that received Medi-Cal/Medicare reimbursement. quarterly to CDPH via email.

Goal 2: FCDPH will implement team-based care approaches and engage community health workers (CHWs) to increase National DPP access in HPI Quartile 1 communities within Fresno County, with an emphasis placed in rural settings.

Objective	Activity	Responsible Party	Timeline	Deliverable
2.1 Improve the sustainability of CHWs by building or strengthening a supportive infrastructure to expand their involvement in evidence-based diabetes prevention and other management programs and services as applicable.	2.1a Contractor will work with T2DP and the Skinny Gene Project/CHW Network partners to enhance the capacity of the CHWs currently integrated in the Network who: are supported by and involved in shaping a recognized definition of CHW scope of practice; i. have access to workforce development training and career ladders;	FCDPH	July 1, 2026 - June 30, 2027	2.1a Submit a list of CHWs engaged with the T2DP workforce quarterly to CDPH via email.

**Exhibit A – Attachment I
 Scope of Work
 Year 3
 July 1, 2026 – June 30, 2027**

Objective	Activity	Responsible Party	Timeline	Deliverable
	<ul style="list-style-type: none"> ii. are integrated into diabetes care teams, National DPP lifestyle intervention delivery organizations, and/or making or facilitating referrals for people with or at risk for diabetes to these services; and, iii. are reimbursed for their services through public and private insurer and employer payment mechanisms (includes both general funding and insurance company payments). <p>2.1b Contractor will provide capacity building, educational materials, and other collaboration opportunities to enhance and/or integrate CHWs in the diabetes intervention approaches.</p>		<p align="center">July 1, 2026 - June 30, 2027</p>	<p>2.1b Submit a status update and required data quarterly to CDPH via survey.</p>

**Exhibit A – Attachment I
 Scope of Work
 Year 3
 July 1, 2026 – June 30, 2027**

Goal 3: FCDPH will continue to develop processes that address nutrition, transportation, physical activities, food access, and/or other SDOH related areas. Upon continuation of leveraged funding for RMH services, FCDPH will promote mobile clinic, collaborate with internal program intervention, develop and/or adapt guidelines to address social determinants of health (SDOH) in HPI Quartile 1 communities, with an emphasis in rural settings.

Objective	Activity	Responsible Party	Timeline	Deliverable
<p>3.1 Upon continuation of leveraged funding for RMH services, FCDPH will promote and/or extend mobile clinic practices and/or related settings by 20% annually to improve outreaching, screening, referral, and enrollment in National DPP and address SDOH needs in HPI Quartile 1 communities, with an emphasis in rural settings.</p>	<p>3.1a Contractor will develop a plan, include data reporting methodologies, roles and responsibilities, and timeline, with the internal RMH team and CHW Network to promote mobile clinic and increase outreach and referrals for National DPP and address SDOH needs.</p> <p>3.1b Contractor will work with internal RMH team and CHW network to increase community engagement, referral, and enrollment in National DPP.</p>	<p>FCDPH</p>	<p>July 1, 2026 - June 30, 2027</p>	<p>3.1a Submit a status update and required data quarterly to CDPH via survey.</p> <p>3.1b Submit a status update and required data quarterly to CDPH via survey.</p>
<p>3.2 Based on lessons learned from Goal 3 objectives, finalize, and develop best practice guidelines and a toolkit to implement screening and referrals into National DPP and address SDOH needs in a mobile clinic</p>	<p>3.2a Contractor will finalize the development and/or adapt existing guidelines to address SDOH, such as nutrition, transportation, physical activities, food access, etc., serving HPI Quartile 1 residents, with an emphasis in rural communities, through in a mobile clinic and/or related setting.</p>	<p>FCDPH</p>	<p>July 1, 2026 - June 30, 2027</p>	<p>3.2a Submit the final developed and/or adapted guidelines to CDPH via email by 6/30/2027.</p>

**Exhibit A – Attachment I
 Scope of Work
 Year 3
 July 1, 2026 – June 30, 2027**

Objective	Activity	Responsible Party	Timeline	Deliverable
and/or related setting, serving HPI Quartile 1 residents, with an emphasis in rural communities.	The document should not be more than three pages. 3.2b Develop a draft tool-kit that addresses implementation and best practices of National DPP referral integration and SDOH in a mobile clinic and/or related setting.		July 1, 2026 - June 30, 2027	3.2b Submit completed tool-kit to CDPH via email by 6/30/2028.

Goal 4: FCDPH will coordinate with T2DP on a required schedule to increase participation, coordination, management, and delivery to improve data collection, information exchange, and resource development and distribution.

Objective	Activity	Responsible Party	Timeline	Deliverable
4.1 Attend and actively participate in T2DP biannual contractor meeting and bi-monthly 1:1 meetings. Participate by sharing successes, challenges, and progress on key contracted deliverables.	4.1 Contractor staff will participate in T2DP webinars, conference calls, and meetings to share successes, challenges, and progress on key contract deliverables.	FCDPH	July 1, 2026 - June 30, 2027	4.1 Submit a list of contractor staff participation to T2DP quarterly via email.
4.2 Contractors will participate in a T2DP sponsored virtual and/or in-person convenings.	4.2 Contractor will attend T2DP convening in a virtual setting.	FCDPH	July 1, 2026 - June 30, 2027	4.2 Submit required presentation materials 10 business days

**Exhibit A – Attachment I
 Scope of Work
 Year 3
 July 1, 2026 – June 30, 2027**

Objective	Activity	Responsible Party	Timeline	Deliverable
				before the convening via email.
4.3 Respond to and disseminate all T2DP survey(s) (e.g., quarterly LHD surveys and health system capacity surveys) according to a required schedule and process.	4.3 Contractor will complete and respond quarterly during the FY to all T2DP surveys.	FCDPH	July 1, 2026 - June 30, 2027	4.3 Submit LHD surveys and other surveys as needed to CDPH quarterly.

**Exhibit A – Attachment I
 Scope of Work
 Year 4
 July 1, 2027 – June 30, 2028**

Goal 1: County of Fresno Department of Public Health (FCDPH) will improve type 2 diabetes prevention and risk reduction by increasing National Diabetes Prevention Program (National DPP) enrollment/referrals and address social determinants of health (SDOH) within Fresno County Healthy Places Index (HPI) Quartile 1 communities, with an emphasis placed in rural settings. HPI score is an overall health composite measure based on various standardized health and social conditions to determine the well-being of geographic locations, the higher the ranking, the better living conditions of that region.

Objective	Activity	Responsible Party	Timeline	Deliverable
<p>1.1 Enhance and increase enrollment and retention of Fresno County residents living in HPI Quartile 1 communities, with an emphasis placed in rural settings, in the National DPP lifestyle intervention by 20%, for a cumulative of 60% for the total intervention, by improving access, appropriateness, and feasibility of the programs.</p>	<p>1.1a Contractor will work with T2DP and the Skinny Gene Project to engage and/or establish 1-2 National DPP organizations to increase enrollment and retention.</p> <p>1.1b Contractor will work with T2DP and the Skinny Gene Project to conduct capacity assessments with National DPP organizations to identify their capacity, challenges, and barriers.</p> <p>1.1c Contractor will gather existing tailored information or recruitment strategies from National DPP TA provider/partner and organizations that successfully</p>	<p>FCDPH</p>	<p>July 1, 2027 - June 30, 2028</p>	<p>1.1a Submit lists of engaged National DPP organizations, capacity assessment results, tailored information, and education materials quarterly to CDPH via email.</p> <p>1.1b Submit lists of engaged National DPP organizations and their capacity assessment results.</p> <p>1.1c Submit a list of National NDPP organizations recruitment efforts.</p>

Exhibit A – Attachment I
Scope of Work
Year 4
July 1, 2027 – June 30, 2028

Objective	Activity	Responsible Party	Timeline	Deliverable
	<p>increase participation of HPI Quartile 1 communities, with an emphasis placed in rural settings.</p> <p>1.1d Contractor will work with T2DP to enhance and/or develop a process to review, develop, or adapt existing cultural and linguistically appropriate education materials and resources that align with National Standards for Culturally and Linguistically Appropriate Services (CLAS) to engage community members.</p> <p>1.1e Contractor will disseminate and provide cultural- and linguistic-appropriate educational materials to HPI Quartile 1 communities through National DPP- participating organizations, Rural Mobile Health program events, Community Health Worker (CHW) Network, FCDPH resource library, and other in-person and electronic methods.</p>			<p>1.1d Submit a status update quarterly to CDPH via survey.</p> <p>1.1e Submit all education materials and resources and a list of organizations that receive and/or utilize the materials quarterly to CDPH via email.</p>
1.2 Encourage 1-2 National -DPP organizations in HPI Quartile 1	1.2a Contractor will disseminate Medi-Cal/ Medicare DPP information to National	FCDPH	July 1, 2027 -	1.2a Submit a list of organizations that receive and/or utilize

**Exhibit A – Attachment I
 Scope of Work
 Year 4
 July 1, 2027 – June 30, 2028**

Objective	Activity	Responsible Party	Timeline	Deliverable
communities, with an emphasis in a rural setting to offer Medi-Cal and Medicare coverage.	DPPs, community members, local health providers. 1.2b Contractor will work with the Skinny Gene Project to assist 1-2 National DPP organizations to received Medi-Cal/Medicare reimbursement.		June 30, 2028	the materials quarterly to CDPH via email. 1.2b Submit a list of organizations that received Medi-Cal/Medicare reimbursement. quarterly to CDPH via email.

Goal 2: FCDPH will implement team-based care approaches and engage community health workers (CHWs) to increase National DPP access in HPI Quartile 1 communities within Fresno County, with an emphasis placed in rural settings. HPI score is an overall health composite measure based on various standardized health and social conditions to determine the well-being of geographic locations, the higher the ranking, the better living conditions of that region.

Objective	Activity	Responsible Party	Timeline	Deliverable
2.1 Identify and implement a sustainable method for CHWs to build or strengthen their supportive infrastructure to expand their involvement in evidence-based diabetes prevention and other	2.1a Contractor will work with T2DP and the Skinny Gene Project/CHW Network partners to enhance the capacity of the CHWs currently integrated in the Network who: are supported by and involved in shaping a recognized definition of CHW scope of practice;	FCDPH	July 1, 2027 - June 30, 2028	2.1 Submit a list of CHWs engaged with the T2DP workforce quarterly to CDPH via email.

**Exhibit A – Attachment I
 Scope of Work
 Year 4
 July 1, 2027 – June 30, 2028**

Objective	Activity	Responsible Party	Timeline	Deliverable
<p>management programs and services as applicable.</p>	<ul style="list-style-type: none"> iv. have access to workforce development training and career ladders; v. are integrated into diabetes care teams, National DPP lifestyle intervention delivery organizations, and/or making or facilitating referrals for people with or at risk for diabetes to these services; and, vi. are reimbursed for their services through public and private insurer and employer payment mechanisms (includes both general funding and insurance company payments). <p>2.1b Contractor will provide capacity building, educational materials, and other collaboration opportunities to enhance and/or integrate CHWs in the diabetes intervention approaches.</p>			<p>2.1b Submit a status update and required data quarterly to CDPH via survey.</p>

**Exhibit A – Attachment I
 Scope of Work
 Year 4
 July 1, 2027 – June 30, 2028**

Goal 3: FCDPH will continue to develop processes that address nutrition, transportation, physical activities, food access, and/or other SDOH related areas. Upon continuation of leveraged funding for RMH services, FCDPH will promote mobile clinic, collaborate with internal program intervention, develop and/or adapt guidelines to address social determinants of health (SDOH) in HPI Quartile 1 communities, with an emphasis in rural settings.

Objective	Activity	Responsible Party	Timeline	Deliverable
<p>3.1 Upon the continuation of leverage funding for RMH services, FCDPH will promote and/or extend mobile clinic practices and/or related settings by 20% annually, for a cumulative of 60% for the total intervention, to improve outreaching, screening, referral, and enrollment in National DPP and address SDOH needs in HPI Quartile 1 communities, with an emphasis in rural settings.</p>	<p>3.1a Contractor will finalize a plan, including data reporting methodologies, roles and responsibilities, and timeline, with the internal RMH team and CHW Network to promote mobile clinic and increase outreach and referrals for National DPP and address SDOH needs.</p> <p>3.1b Contractor will work with internal RMH team and CHW network to increase community engagement, referral, and enrollment in National DPP.</p>	<p>FCDPH</p>	<p>July 1, 2027 - June 30, 2028</p>	<p>3.1a Submit the mobile clinic implementation plan, to include workflow charts and data collection methodologies quarterly to CDPH via email.</p> <p>3.1b Submit a status update and required data quarterly to CDPH via survey.</p>
<p>3.2 Based on lessons learned from Goal 3 objectives, finalize, and develop best practice guidelines and a toolkit to implement screening and referrals into National</p>	<p>3.2 Develop a final tool-kit that addresses implementation and best practices of National DPP referral integration and SDOH in a mobile clinic and/or related setting.</p>	<p>FCDPH</p>	<p>July 1, 2027 - June 30, 2028</p>	<p>3.2 Submit completed tool-kit to CDPH via email by 6/30/2028.</p>

**Exhibit A – Attachment I
 Scope of Work
 Year 4
 July 1, 2027 – June 30, 2028**

Objective	Activity	Responsible Party	Timeline	Deliverable
DPP and address SDOH needs in a mobile clinic and/or related setting, serving HPI Quartile 1 residents, with an emphasis in rural communities.				

Goal 4: FCDPH will coordinate with T2DP on a required schedule to increase participation, coordination, management, and delivery to improve data collection, information exchange, and resource development and distribution.

Objective	Activity	Responsible Party	Timeline	Deliverable
4.1 Attend and actively participate in T2DP biannual contractor meeting and bi-monthly 1:1 meetings. Participate by sharing successes, challenges, and progress on key contracted deliverables.	4.1 Contractor staff will participate in T2DP webinars, conference calls, and meetings to share successes, challenges, and progress on key contract deliverables.	FCDPH	July 1, 2027 - June 30, 2028	4.1 Submit a list of contractor staff participation to T2DP quarterly via email.
4.2 Contractors will participate in a T2DP sponsored virtual and/or in-person convenings.	4.2 Contractor will attend T2DP convening in a virtual setting.	FCDPH	July 1, 2027 - June 30, 2028	4.2 Submit required presentation materials 10 business days before the convening via email.

Exhibit A – Attachment I
Scope of Work
Year 4
July 1, 2027 – June 30, 2028

Objective	Activity	Responsible Party	Timeline	Deliverable
4.3 Respond to and disseminate all T2DP survey(s) (e.g., quarterly LHD surveys and health system capacity surveys) according to a required schedule and process.	4.3 Contractor will complete and respond quarterly during the FY to all T2DP surveys.	FCDPH	July 1, 2027 - June 30, 2028	4.3 Submit LHD surveys and other surveys as needed to CDPH quarterly.

Exhibit B
Budget Detail 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 any invoice(s) received, CDPH agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line-Item amounts specified in Attachment I, Budget Cost Sheet of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears or electronically upon CDPH approval to:
CDCBInvoices@cdph.ca.gov

California Department of Public Health
Chronic Disease Control Branch
Type 2 Diabetes Program
P.O. Box 997377, MS 7208
Sacramento, CA 95899-7377

The State, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by the State and shall not require an amendment to this agreement.

- D. Invoices shall:
 - 1. Be prepared using the CDPH/CDCB approved template provided by the CDCB Contract Analyst. Invoices must include contractor letterhead and be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and listed in the Attachment I of this Exhibit and are in accordance with Exhibit A, Attachment I.
 - 2. Invoices must be submitted to CDPH electronically only, no later than five (5) days after the invoice date, according to naming convention (refer to 9. below). Hard copies are not required and will not be accepted.
 - 3. Identify the billing and/or performance period covered by the invoice.
 - 4. Itemize costs for the billing period in the same or greater level of detail as shown in Attachment I of this Exhibit. 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.
 - 5. Bear the Contractor's name, as shown on the Agreement.
 - 6. Show an invoice date reflecting when the invoice was sent for approval.
 - 7. Show the Agreement number assigned by CDPH.
 - 8. Show the Contractor's remittance address.
 - 9. Submit electronic invoices with naming convention to read on the email subject line as:

Exhibit B
Budget Detail and Payment Provisions

Contract Number, Vendor Name (per executed contract), State Fiscal Year, Invoice Number

E. Amounts Payable

The amounts payable under this agreement shall not exceed the total amounts of **\$237,000.00**.

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. Final undisputed invoice shall be submitted for payment no more than **thirty (30)** 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. Invoice(s) received from the Contractor and accepted for payment by the State shall not be deemed evidence of allowable agreement costs.

Exhibit B
Budget Detail and Payment Provisions

- B. Contractor shall maintain for review and audit by the state for three years 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 dis-allowed, 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 which is agreeable to both 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 business 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. Advance Payments

No advance payment is allowed under this Contract.

8. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR

Exhibit B
Budget Detail and Payment Provisions

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.

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

9. Quarterly Invoice Schedule and Electronic Invoice Submission

A. Contractor shall submit electronic quarterly invoice in accordance with the following schedule:

Quarter	Dates	Due
1	07/01 thru 09/30	11/1
2	10/01 thru 12/31	2/1
3	01/01 thru 03/31	5/1
4	04/01 thru 6/30	8/1
Supplemental	07/01 thru 06/30	9/1

B. Contractor shall have the right to issue a supplemental invoice for expenditures incurred after quarter four (4) final invoice has been submitted to recover in full all actual costs, as specified in the executed Exhibit B, Budget Attachment for this agreement.

**Exhibit B, Attachment I
Budget Year 1
(Upon approval - 06/30/2025)**

Agency	County of Fresno
Total Budget	\$59,250.00

EXPENSE SUMMARY	
Personnel/Salary & Fringe Benefits	\$ 42,205.39
Operating	\$ 6,735.52
Indirect Costs	\$ 10,309.09
GRAND TOTAL	\$ 59,250.00

								Service Location	Total	
								90875		
A. PERSONNEL/Salaries and Fringe Benefits										
	Title or Classification	% FTE	Total Annual Salary	# Months	Monthly Salary	% of Fund	Subtotal	Total Cost		
	Insert Classification		\$ -		\$ -		\$ -	\$ -	\$ -	
1	Health Educator	10%	\$ 64,583.00	12	\$ 5,381.92	100%	\$ 5,381.92	\$ 6,458.30		
2	Health Education Specialist	20%	\$ 54,234.00	12	\$ 4,519.50	100%	\$ 4,519.50	\$ 10,846.80		
3	Staff Analyst	10%	\$ 75,216.00	12	\$ 6,268.00	100%	\$ 6,268.00	\$ 7,521.60		
4										
Total Salaries								\$ 24,826.70		
								*FRINGE BENEFITS 70%	\$ 17,378.69	
Total Personnel Costs								\$ 42,205.39		

B. OPERATING EXPENSES DETAIL					Service Location	Total		
					90875			
<u>Counties/Others: Travel reimbursements must adhere to CalHR travel guidelines</u>					Budget	% of Fund	Subtotal	Total Cost
Travel: Program related mileage 500 miles x \$0.67/mile					\$ 335.00	100%	\$ 335.00	\$ 335.00
Training: Capacity building training and training related expenses/enhancements					\$ 3,000.00	100%	\$ 3,000.00	\$ 3,000.00
General Expense: Office supplies and printing for program needs and resource/education materials					\$ 3,400.52	100%	\$ 3,400.52	\$ 3,400.52
Total Operating					\$ 6,735.52		\$ 6,735.52	\$ 6,735.52

C. INDIRECT				Service Location	Total		
				90875			
<i>Select only one option and enter percentage in column G90, or G91.</i>				% of Fund	Subtotal	Total Cost	
Total Personnel Cost				\$ 42,205.39	24.43%	\$ 10,309.09	\$ 10,309.09
Total Direct Cost				\$ 6,735.52		\$ -	\$ -
Total Indirect Cost				\$ 10,309.09		\$ 10,309.09	\$ 10,309.09

		Service Location	Total
		90875	
TOTAL EXPENSES		\$ 59,250.00	

*Fringe Benefits: In general, County of Fresno benefit rates are abnormally high due to the retirement costs and health insurance costs. Fringe rates and salary projections are provided by the County budget office and we cannot deviate from those rates or projections.

Agency	County of Fresno
Total Budget	\$59,250.00

EXPENSE SUMMARY		
Personnel/Salary & Fringe Benefits	\$	37,602.73
Operating	\$	12,462.43
Indirect Costs	\$	9,184.84
GRAND TOTAL	\$	59,250.00

								Service Location	Total
								90875	
A. PERSONNEL/Salaries and Fringe Benefits									
	Title or Classification	% FTE	Total Annual Salary	# Months	Monthly Salary	% of Fund	Subtotal	Total Cost	
1	Insert Classification		\$ -		\$ -		\$ -	\$ -	
2	Health Educator	10%	\$ 67,812.00	12	\$ 5,651.00	100%	\$ 5,651.00	\$ 6,781.20	
3	Health Education Specialist	20%	\$ 56,946.00	12	\$ 4,745.50	100%	\$ 4,745.50	\$ 11,389.20	
4	Staff Analyst	5%	\$ 78,977.00	12	\$ 6,581.42	100%	\$ 6,581.42	\$ 3,948.85	
							Total Salaries	\$ 22,119.25	
							*FRINGE BENEFITS 70%	\$ 15,483.48	
							Total Personnel Costs	\$ 37,602.73	

B. OPERATING EXPENSES DETAIL					Service Location		Total	
					90875			
Counties/Others: Travel reimbursements must adhere to CalHR travel guidelines					Budget	% of Fund	Subtotal	Total Cost
Travel: Program related mileage 500 miles x \$0.67/mile					\$ 335.00	100%	\$ 335.00	\$335.00
Training: NDPP Lifestyle Coach/Master Trainer training and other training related expenses					\$ 8,500.00	100%	\$ 8,500.00	\$8,500.00
General Expense: Office supplies and printing for program needs and resource/education materials					\$ 3,627.43	100%	\$ 3,627.43	\$3,627.43
					Total Operating		\$ 12,462.43	\$ 12,462.43

C. INDIRECT					Service Location		Total	
					90875			
Select only one option and enter percentage in column G90, or G91.					% of Fund	Subtotal	Total Cost	
Total Personnel Cost					\$ 37,602.73	24.43%	\$ 9,184.84	\$ 9,184.84
Total Direct Cost					\$ 12,462.43		\$ -	\$ -
					Total Indirect Cost		\$ 9,184.84	\$ 9,184.84

			Service Location	Total
			90875	
TOTAL EXPENSES				\$ 59,250.00

*Fringe Benefits: In general, County of Fresno benefit rates are abnormally high due to the retirement costs and health insurance costs. Fringe rates and salary projections are provided by the County budget office and we cannot deviate from those rates or projections.

Agency	County of Fresno
Total Budget	\$59,250.00

EXPENSE SUMMARY		
Personnel/Salary & Fringe Benefits	\$	39,482.84
Operating	\$	10,123.08
Indirect Costs	\$	9,644.08
GRAND TOTAL	\$	59,250.00

Service Location	Total
90875	

A. PERSONNEL/Salaries and Fringe Benefits

	Title or Classification	% FTE	Total Annual Salary	# Months	Monthly Salary	% of Fund	Subtotal	Total Cost
1	Insert Classification		\$ -		\$ -		\$ -	\$ -
2	Health Educator	10%	\$ 71,203.00	12	\$ 5,933.58	100%	\$ 5,933.58	\$ 7,120.30
3	Health Education Specialist	20%	\$ 59,793.00	12	\$ 4,982.75	100%	\$ 4,982.75	\$ 11,958.60
4	Staff Analyst	5%	\$ 82,926.00	12	\$ 6,910.50	100%	\$ 6,910.50	\$ 4,146.30
Total Salaries								\$ 23,225.20
*FRINGE BENEFITS 70%								\$ 16,257.64
Total Personnel Costs								\$ 39,482.84

B. OPERATING EXPENSES DETAIL

	Budget	% of Fund	Subtotal	Total Cost
Service Location 90875				
<i>Counties/Others: Travel reimbursements must adhere to CalHR travel guidelines</i>				
Travel: Program related mileage 500 miles x \$0.67/mile	\$ 335.00	100%	\$ 335.00	\$ 335.00
Training: NDDP Lifestyle Coach/Master Trainer training and other training related expenses	\$ 6,000.00	100%	\$ 6,000.00	\$ 6,000.00
General Expense: Office supplies and printing for program needs and resource/education materials	\$ 3,788.08	100%	\$ 3,788.08	\$ 3,788.08
Total Operating			\$ 10,123.08	\$ 10,123.08

C. INDIRECT

Select only one option and enter percentage in column G90, or G91.

	Budget	% of Fund	Subtotal	Total Cost
Service Location 90875				
Total Personnel Cost	\$ 39,482.84	24.43%	\$ 9,644.08	\$ 9,644.08
Total Direct Cost	\$ 10,123.08		\$ -	\$ -
Total Indirect Cost			\$ 9,644.08	\$ 9,644.08

Service Location	Total
90875	

TOTAL EXPENSES	\$	59,250.00
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*Fringe Benefits: In general, County of Fresno benefit rates are abnormally high due to the retirement costs and health insurance costs. Fringe rates and salary projections are provided by the County budget office and we cannot deviate from those rates or projections.

Agency	County of Fresno
Total Budget	\$59,250.00

EXPENSE SUMMARY		
Personnel/Salary & Fringe Benefits	\$	41,457.39
Operating	\$	7,666.23
Indirect Costs	\$	10,126.38
GRAND TOTAL	\$	59,250.00

								Service Location	Total
								90875	
A. PERSONNEL/Salaries and Fringe Benefits									
	Title or Classification	% FTE	Total Annual Salary	# Months	Monthly Salary	% of Fund	Subtotal	Total Cost	
1	Insert Classification		\$ -		\$ -		\$ -	\$ -	
2	Health Educator	10%	\$ 74,765.00	12	\$ 6,230.42	100%	\$ 6,230.42	\$ 7,476.50	
3	Health Education Specialist	20%	\$ 62,783.00	12	\$ 5,231.92	100%	\$ 5,231.92	\$ 12,556.60	
4	Staff Analyst	5%	\$ 87,072.00	12	\$ 7,256.00	100%	\$ 7,256.00	\$ 4,353.60	
								Total Salaries	\$ 24,386.70
								*FRINGE BENEFITS <input type="text" value="70%"/>	\$ 17,070.69
								Total Personnel Costs	\$ 41,457.39

B. OPERATING EXPENSES DETAIL					Service Location	Total		
					90875			
<u>Counties/Others: Travel reimbursements must adhere to CalHR travel guidelines</u>					Budget	% of Fund	Subtotal	Total Cost
Travel: Program related mileage 500 miles x \$0.67/mile					\$ 335.00	100%	\$ 335.00	\$335.00
Training: Capacity building training and training related expenses/enhancements/sustainability					\$ 3,500.00	100%	\$ 3,500.00	\$3,500.00
General Expense: Office supplies and printing for program needs and resource/education materials					\$ 3,831.23	100%	\$ 3,831.23	\$3,831.23
Total Operating					\$ 7,666.23		\$ 7,666.23	\$ 7,666.23

C. INDIRECT				Service Location	Total		
				90875			
<i>Select only one option and enter percentage in column G90, or G91.</i>				% of Fund	Subtotal	Total Cost	
Total Personnel Cost				\$ 41,457.39	24.43%	\$ 10,126.38	\$ 10,126.38
Total Direct Cost				\$ 7,666.23		\$ -	\$ -
Total Indirect Cost					\$ 10,126.38	\$ 10,126.38	

			Service Location	Total
			90875	
TOTAL EXPENSES				\$ 59,250.00

*Fringe Benefits: In general, County of Fresno benefit rates are abnormally high due to the retirement costs and health insurance costs. Fringe rates and salary projections are provided by the County budget office and we cannot deviate from those rates or projections.

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

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

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

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

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

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

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(For Subvention/Local Assistance Agreements rev 02/2022)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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1. Procurement Rules

(Applicable to all Subvention /Local Assistance contracts in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

A. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

1. **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$2,500 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 \$2,500** 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. Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

C. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

1. Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

2. All equipment purchases are subject to paragraphs d through g of this provision.

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Paragraph b of this provision shall also apply if equipment purchases are delegated to subcontractors that are either a government or public entity.

3. Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

I. Avoid purchasing unnecessary or duplicate items.

II. Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

III. Take positive steps to utilize small and veteran owned businesses.

D. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$2,500 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

E. 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 purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

F. The Contractor 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 at any time.

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- G. For all purchases, the Contractor 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 for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with State and Federal funds (absence a Federal requirement for transfer of title))

- A. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, 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 into 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.

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- (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 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.
1. In administering this provision, CDPH may require the Contractor to repair or replace to CDPH's satisfaction any damaged, lost or stolen state equipment and/or property. Contractor 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.
- G. Motor Vehicles**
- (Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)
1. If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this

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Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

2. If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.
3. The Contractor agrees that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
4. If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agrees that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor agrees to provide at least thirty (30) days prior to the expiration date of said insurance coverage a copy of a new certificate of insurance evidencing continued coverage, as indicated herein for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor, if not a self-insured government and/or public entity, must provide

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evidence, that any required certificates of insurance contain the following provisions:

- I. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
 - II. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - III. The insurance carrier shall notify CDPH in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage as required herein in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- A. Prior written authorization by the State is required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$2,500 for any articles, supplies, equipment, or services. The Contractor shall obtain and submit articles of at least three complete quotations or adequate justification 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.

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- C. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$2,500 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. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for

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the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. 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 hereafter 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.
 - (a) 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.
3. 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

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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.

4. 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.
5. 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 Paragraph A, subparagraph 2.(a) of this provision] of authorship made by or on behalf of Contractor

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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., 2014, 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 Section 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 Section 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 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

Exhibit D
Special Terms and Conditions

- (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.

Exhibit D
Special Terms and Conditions

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.

Exhibit D

Special Terms and Conditions

H. Survival

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

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

- a. 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. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. 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 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

Exhibit D

Special Terms and Conditions

exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual 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 or agreements 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.

10. Dispute Resolution Process

- A. 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.
 - 1. 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 CDPH 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 CDPH Program Branch Chief shall render a decision within ten (10) business days after receipt of the written grievance from the Contractor. The CDPH Program Branch Chief shall respond in writing to the Contractor indicating the decision and reasons, therefore. If the Contractor disagrees with the CDPH Program Branch Chief's decision, the Contractor may appeal to the second level.
 - 2. When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with CDPH Program 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 CDPH Program Branch Chief's decision. The appeal shall be addressed to the CDPH Deputy Director of the division in which the branch is organized within ten (10) business days from receipt of the CDPH Program Branch Chief's decision. The CDPH 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 CDPH Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) business days of receipt of the Contractor's second level appeal.

Exhibit D

Special Terms and Conditions

- B. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22 Division 2, Subdivision 2, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22 Division 3, Subdivision 1, Chapter 3, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- E. 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 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.

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

12. 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.

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- A. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

Exhibit D Special Terms and Conditions

B. As used herein, fringe benefits do not include:

1. Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training
2. Director's and executive committee member's fees
3. Incentive awards and/or bonus incentive pay
4. Allowances for off-site pay
5. Location allowances
6. Hardship pay
7. Cost-of-living differentials

C. Specific allowable fringe benefits include:

1. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

D. To be an allowable fringe benefit, the cost must meet the following criteria:

1. Be necessary and reasonable for the performance of the Agreement.
2. Be determined in accordance with generally accepted accounting principles.
3. Be consistent with policies that apply uniformly to all activities of the Contractor.

E. Contractor agrees that all fringe benefits shall be at actual cost.

F. Earned/Accrued Compensation

1. Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section F.3.A. below for an example.
2. For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision F.3.B. for an example.

Exhibit D

Special Terms and Conditions

3. For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision F.3.C. for an example.

A. Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

B. Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

C. Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

14. 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.

Exhibit D
Special Terms and Conditions

- D. Agreement termination or cancellation 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 termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, 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.

Exhibit E
Additional Provisions

1. 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) business 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

Exhibit E
Additional Provisions

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 and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” 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 and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” 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

Exhibit E
Additional Provisions

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 and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." 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 and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

EXHIBIT F
Federal Terms and Conditions

(For Federally Funded Subvention/Local Assistance Agreement rev 02/2022)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

This Exhibit contains provisions that require strict adherence to various contracting laws and shall be used for agreement funded in whole or in part by Federal Funds.

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Federal Requirements
8. Air and Water Pollution Requirements
9. Smoke-Free Workplace Certification
10. Use of Small, Minority Owned and Women's Businesses
11. Human Subjects Use Requirements
12. Financial and Compliance Audit Requirements
13. Audit and Record Retention

EXHIBIT F

Federal Terms and Conditions

1. Federal Contract Funds

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- B. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- B. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

EXHIBIT F
Federal Terms and Conditions

- C. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director

EXHIBIT F

Federal Terms and Conditions

of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- A. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- B. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - 2. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B.2. herein; and
 - 4. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - 5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - 6. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- C. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Contract Manager.

EXHIBIT F Federal Terms and Conditions

- D. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- E. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

A. Certification and Disclosure Requirements

1. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
2. Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
3. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

EXHIBIT F Federal Terms and Conditions

- (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
4. Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
 5. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

B. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

EXHIBIT F

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(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

7. Federal Requirements

Contractor agrees to comply with and shall require all subcontractors, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

8. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- A. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- B. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

9. Smoke-Free Workplace Certification

(Applicable to agreements that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- A. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood

EXHIBIT F Federal Terms and Conditions

development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

- B. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- C. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- D. Contractor further agrees that it will insert this certification into any subawards entered into that provide for children's services as described in the Act.

10. Use of Small, Minority Owned and Women's Businesses

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- A. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- B. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- C. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- D. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- E. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

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11. Human Subjects Use Requirements

(Applicable only to agreements that include any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

12. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200 *et seq.*, 2 CFR *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- A. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- B. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- C. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - 1. If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **\$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph C.3. below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - 2. If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than \$25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph C.3. below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

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3. If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs C.1. and C.2. above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
 4. If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- D. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.C.3., unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- E. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- F. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- G. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- H. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- I. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise

EXHIBIT F Federal Terms and Conditions

its option to perform said audits.

- J. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- K. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

13. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- A. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- B. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- C. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- D. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

EXHIBIT F
Federal Terms and Conditions

1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 2. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- E. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- F. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- G. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

**EXHIBIT F
Federal Terms and Conditions**

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, 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 undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

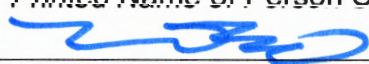
County of Fresno

Name of Contractor
24-10421

Contract Number

Date

Nathan Magsig

Printed Name of Person Signing for Contractor


Signature of Person Signing for Contractor
Chairman of the Board of Supervisors of the County of Fresno

Title

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

Complete the information above and return as part of the instructions By Hanan M Deputy

EXHIBIT F
Federal Terms and Conditions

CERTIFICATION REGARDING LOBBYING Approved by OMB
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year ____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District, If known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known: _____</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description: CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

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Federal Terms and Conditions

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

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9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

- 10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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** 24-10421 entered into between the 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 IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): County of Fresno

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____


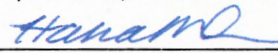
Distribution: Accounting (Original) Program

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
County of Fresno		
By (Authorized Signature)	ATTEST:	
	BERNICE E. SEIDEL	
Printed Name and Title of Person Signing	Clerk of the Board of Supervisors County of Fresno, State of California	
Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno	By 	Deputy
Date Executed	Executed in the County of	
8-20-2024	Fresno	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

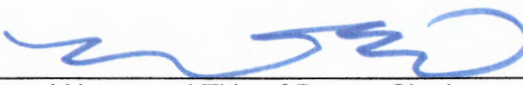
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed) County of Fresno	Federal ID Number
By (Authorized Signature) 	ATTEST: BERNICE E. SEIDEL Clerk of the Board of Supervisors County of Fresno, State of California By <u>Hanan</u> Deputy
Printed Name and Title of Person Signing Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno	
Executed in the County of Fresno	Executed in the State of CA
Date Executed 8-20-2024	

Generative Artificial Intelligence (GenAI) Reporting and Factsheet

Section 1: Bidder / Offeror / Contractor Information

County of Fresno, Department of Public Health

Solicitation / Contract Number

24-10421

Bidder ID / Vendor ID (optional)

559-600-6449

Business Name

1221 Fulton Street

Business Telephone Number

Fresno CA 93721

Business Address

City State Zip Code

Contract / Description of Purchase

The Contractor services will support federal investments for evaluating, assessing, and implementing evidence-based strategies to prevent diabetes, improve health outcomes, and identify key public health strategies to link clinical services to community interventions that prevent and control chronic disease. All scope of work activity reporting to the California Department of Public Health (CDPH), Chronic Disease Control Branch (CDCB), Type 2 Diabetes Program (T2DP) staff will be conducted using online platforms or email.

Section 2: Reporting and Factsheet

Will you and/or your subcontractor(s) be using or offering GenAI technology, model, service, or system (collectively, "product")? Yes No (If no, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system. See *GenAI Reporting and Factsheet Instructions* at the end of this form for more information.

Failure to provide information requested on this form may result in disqualification or may void any resulting contract.

1. GenAI Model Name

**LLM Version
(Including number of
parameters)**

**All Model Names/
Owners for The
Solution or Offering**

GenAI Reporting and Factsheet Instructions

Please use the following definitions and instructions to complete the GenAI Reporting and Factsheet:

1. GenAI Model Name, LLM Version (including number of parameters) and All Model Names/Owners for The Solution or Offering
 - a. Definition: The unique identifier or name assigned to the specific GenAI model or service.
 - b. Purpose: Allows users to refer to and distinguish between different GenAI models.
2. Applications/Product Owner (GenAI powered or driven):
 - a. Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
 - b. Purpose: Helps identify the source and accountability for the GenAI system.
3. Product Description:
 - a. Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
 - b. Purpose: Provides a high-level understanding for users and stakeholders.
4. Use Case(s):
 - a. Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
 - b. Purpose: Helps users assess whether the GenAI model aligns with their needs.
5. Intended Information Domain:
 - a. Definition: The context, subject matter, or domain for which the GenAI model is designed to operate effectively.
 - b. Purpose: Helps users determine if the GenAI model is suitable for their specific use case.
6. Adverse Impact:
 - a. Explain below how you are ensuring the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.
7. Signature:
 - a. The signatory for the Contract shall also sign the STD 1000

California Department of Public Health

Name/No.: Type 2 Diabetes Program (State Grant Agreement No. 24-10421)

Fund/Subclass: 0001/10000
Organization #: 56201667
Revenue Account #: 3530