

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

24-10421

AMENDMENT NUMBER

A1

Purchasing Authority Number

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

September 11, 2024

THROUGH END DATE

June 29, 2028

3. The maximum amount of this Agreement after this Amendment is:

\$237,000.00

Two Hundred and Thirty Seven Thousand Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this amendment is to modify Exhibit A, SOW and Exhibit B, Budget to reflect the reallocation of \$14,959.58 in unexpended FY 24/25 funds to FY 25/26 (in the amount of \$4,867.65) and FY 26/27 (in the amount of \$10,091.93). This amendment will also change the contract end date from June 30, 2028 to the CORRECT end date of June 29, 2028. This adjustment will support federal investments for evaluating, assessing and implementing evidenced-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 diseases.

I. Exhibit A-Attachment I, Scope of Work is replaced with Exhibit A-Attachment I, Scope of Work A1.

II. Exhibit B, Attachment I, Budget is replaced with Exhibit B, Attachment I A1.

III. Exhibit C GTC 02/2025 is updated from from original Exhibit C GTC 04/2017

VI. Exhibit D Rev. 05/2025 is updated from the original Exhibit D Rev. 08/01/2024

This amendment does not impact executed budget or total contract amount.

*All other terms and conditions shall remain the same.**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

Garry Bredefeld

TITLE

Chairman of the Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER 24-10421	AMENDMENT NUMBER A1	Purchasing Authority Number
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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, Contract Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Exhibit A – Attachment I
 Scope of Work
 Year 1
~~Upon approval – June 30, 2025~~
September 11, 2024 – 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 <u>provide support and establish at least 1 National DPP organization to be trained in the National DPP lifestyle curriculum.</u> 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 <u>9/11/2024 – 6/30/2025</u>	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~~
September 11, 2024 – June 30, 2025**

Objective	Activity	Responsible Party	Timeline	Deliverable
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.	communities, with an emphasis placed in rural settings. 1.2 Contractor will disseminate Medi-Cal/ Medicare DPP information to National DPPs, community members, local health providers.	FCDPH	Upon approval – June 30, 2025 <u>9/11/2024 – 6/30/2025</u>	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~~
September 11, 2024 – 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 <u>9/11/2024 – 6/30/2025</u>	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~~
September 11, 2024 – 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
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 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.	FCDPH	Upon approval – June 30, 2025 <u>9/11/2024 – 6/30/2025</u>	3.1a Submit a status update quarterly to CDPH via survey. 3.1b Submit a status update and required data quarterly to CDPH via survey.
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	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	FCDPH	Upon approval – June 30, 2025 <u>9/11/2024 – 6/30/2025</u>	3.2 Submit the first draft of adapted guidelines to CDPH via email by 6/30/2026.

Exhibit A – Attachment I
Scope of Work
Year 1
~~Upon approval – June 30, 2025~~
September 11, 2024 – 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.			

**Exhibit A – Attachment I
 Scope of Work
 Year 1
~~Upon approval – June 30, 2025~~
September 11, 2024 – June 30, 2025**

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 <u>9/11/2024 – 6/30/2025</u>	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 <u>9/11/2024 – 6/30/2025</u>	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	Upon approval – June 30, 2025 <u>9/11/2024 – 6/30/2025</u>	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 <u>provide support and establish at least 1 National DPP organization to be trained in that National DPP lifestyle curriculum.</u></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 communities, with an emphasis placed in rural settings.</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
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.

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

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
<p>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.</p>	<p>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:</p> <ul style="list-style-type: none"> i. are supported by and involved in shaping a recognized definition of CHW scope of practice; 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</p>	<p>FCDPH</p>	<p>July 1, 2025 - June 30, 2026</p>	<p>2.1a Submit a list of CHWs engaged with the T2DP workforce quarterly to CDPH via email.</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

Objective	Activity	Responsible Party	Timeline	Deliverable
	enhance and/or integrate CHWs in the diabetes intervention approaches.			

**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
<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 Mobile Health (MH) Program and corresponding CHW Network to brainstorm future collaborations in integrating mobile clinic into diabetes prevention practices.</p> <p>3.1b Contractor will develop a plan, include data reporting methodologies, roles and responsibilities, and timeline, with the internal MH team and CHW Network to promote mobile clinic and increase outreach and referrals for National DPP and address SDOH needs.</p> <p>3.1c Contractor will work with internal RMH team and CHW network to increase community engagement and next steps on enrollment in National DPP.</p>	<p>FCDPH</p>	<p>July 1, 2025 - June 30, 2026</p>	<p>3.1a Submit a status update quarterly to CDPH via survey.</p> <p>3.1b Submit the mobile clinic implementation plan, to include workflow charts and data collection methodologies quarterly to CDPH via email.</p> <p>3.1c 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

Objective	Activity	Responsible Party	Timeline	Deliverable
<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 and/or related setting, serving HPI Quartile 1 residents, with an emphasis in rural communities.</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 setting. The document should not be more than three pages.</p>	<p>FCDPH</p>	<p>July 1, 2025 - June 30, 2026</p>	<p>3.2 Submit the draft of adapted guidelines to CDPH via email by 6/30/2026.</p>

Exhibit A – Attachment I
Scope of Work
Year 2
July 1, 2025 – June 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.
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 establish 1-2 National DPP organizations to increase enrollment and retention <u>provide support and establish at least 1 National DPP organization to be trained in that National DPP lifestyle curriculum.</u> 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 communities, with an emphasis placed in rural settings.	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>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, Mobile Health program events, Community Health Worker (CHW) Network, FCDPH resource library, and other in-person and electronic methods.</p>	FCDPH		<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 setting to offer Medi-Cal and Medicare coverage.</p>	<p>1.2a Contractor will disseminate Medi-Cal/ Medicare DPP information to National DPPs, community members, local health providers.</p> <p>1.2b Contractor will work with the Skinny Gene Project to assist 1-2 National</p>	FCDPH	<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> <p>1.2b Submit a list of organizations that</p>

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

Objective	Activity	Responsible Party	Timeline	Deliverable
	DPP organizations to received Medi-Cal/Medicare reimbursement.			received Medi-Cal/Medicare reimbursement. quarterly to CDPH via email.

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

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
<p>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.</p>	<p>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;</p> <ul style="list-style-type: none"> i. 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; 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>FCDPH</p>	<p>July 1, 2026 - June 30, 2027</p>	<p>2.1a Submit a list of CHWs engaged with the T2DP workforce 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
	2.1b Contractor will provide capacity building, educational materials, and other collaboration opportunities to enhance and/or integrate CHWs in the diabetes intervention approaches.	FCDPH	July 1, 2026 - June 30, 2027	2.1b Submit a status update and required data quarterly to CDPH via survey.

**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 Mobile Health services, FCDPH will promote mobile clinic, collaborate with internal program intervention, develop and/or adapt guidelines to address social determinants of health (SODH) in HPI Quartile 1 communities, with an emphasis in rural settings.

Objective	Activity	Responsible Party	Timeline	Deliverable
3.1 Upon continuation of leveraged funding for Mobile Health 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.	3.1a Contractor will develop a plan, include data reporting methodologies, roles and responsibilities, and timeline, with the internal Mobile Health team and CHW Network to promote mobile clinic and increase outreach and referrals for National DPP and address SDOH needs. 3.1b Contractor will work with internal Mobile Health team and CHW network to increase community engagement, referral, and enrollment in National DPP.	FCDPH	July 1, 2026 - June 30, 2027	3.1a Submit a status update and required data quarterly to CDPH via survey. 3.1b Submit a status update and required data quarterly to CDPH via survey.
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	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.	FCDPH	July 1, 2026 - June 30, 2027	3.2a Submit the final developed and/or adapted guidelines to CDPH via email by 6/30/2027.

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

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.	<p>The document should not be more than three pages.</p> <p>3.2b Develop a draft toolkit that addresses implementation and best practices of National DPP referral integration and SDOH in a mobile clinic and/or related setting.</p>	FCDPH	July 1, 2026 - June 30, 2027	3.2b Submit completed toolkit to CDPH via email by 6/30/2028 <u>6/29/2028</u> .

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

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 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
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.	1.1a Contractor will work with T2DP and the Skinny Gene Project to engage and/or establish 1 National DPP organizations to increase enrollment and retention. <u>provide support and establish at least 1 National DPP organization to be trained in the National DPP lifestyle curriculum.</u> 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, 2027 – June 30, 2028 <u>July 1, 2027 – June 29, 2028</u>	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 4
 July 1, 2027 – June ~~29~~ 30, 2028

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 and provide cultural- and linguistic-appropriate educational materials to HPI Quartile 1 communities through National DPP- participating organizations, Mobile Health program events, Community Health Worker (CHW) Network, FCDPH resource library, and other in-person and electronic methods.</p>	FCDPH		<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 communities, with an emphasis in a rural	1.2a Contractor will disseminate Medi-Cal/ Medicare DPP information to National DPPs, community members, local health providers.	FCDPH	July 1, 2027 – June 30, 2028	1.2a 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 4

July 1, 2027 – June ~~29~~ 30, 2028

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 National DPP organizations to received Medi-Cal/Medicare reimbursement.		<u>July 1, 2027 – June 29, 2028</u>	1.2b Submit a list of organizations that received Medi-Cal/Medicare reimbursement. quarterly to CDPH via email.

Exhibit A – Attachment I
Scope of Work
Year 4

July 1, 2027 – June ~~30~~ **29**, 2028

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 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; <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 	FCDPH	July 1, 2027 – June 30, 2028 <u>July 1, 2027 – June 29, 2028</u>	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 ~~29~~ 30, 2028

Objective	Activity	Responsible Party	Timeline	Deliverable
	<p>general funding and insurance company payments).</p> <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 Mobile Health 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
3.1 Upon the continuation of leverage funding for Mobile Health 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 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 finalize a plan, including data reporting methodologies, roles and responsibilities, and timeline, with the internal Mobile Health team and CHW Network to promote mobile clinic and increase outreach and referrals for National DPP and address SDOH needs. 3.1b Contractor will work with internal Mobile Health team and CHW network to increase community engagement, referral, and enrollment in National DPP.	FCDPH	July 1, 2027 – June 30, 2028 <u>July 1, 2027 – June 29, 2028</u>	3.1a Submit the mobile clinic implementation plan, to include workflow charts and data collection methodologies quarterly to CDPH via email. 3.1b Submit a status update and required data quarterly to CDPH via survey.
3.2 Based on lessons learned from Goal 3 objectives, finalize, and develop best practice guidelines and a toolkit to implement screening and	3.2 Develop a final toolkit that addresses implementation and best practices of National DPP referral integration and SDOH in a mobile clinic and/or related setting.	FCDPH	July 1, 2027 – June 30, 2028	3.2 Submit completed toolkit to CDPH via email by 6/30/2028 <u>6/29/2028</u> .

Exhibit A – Attachment I
Scope of Work
Year 4

July 1, 2027 – June ~~29~~ 30, 2028

Objective	Activity	Responsible Party	Timeline	Deliverable
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.			<u>July 1, 2027 – June 29, 2028</u>	

Exhibit A – Attachment I
Scope of Work
Year 4

July 1, 2027 – June ~~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, 2027 – June 30, 2028 <u>July 1, 2027 – June 29, 2028</u>	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 <u>July 1, 2027 – June 29, 2028</u>	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 <u>July 1, 2027 – June 29, 2028</u>	4.3 Submit LHD surveys and other surveys as needed to CDPH quarterly.

Exhibit B, Attachment I
Budget Year 1
 (Upon approval 9/11/24- 06/30/2025)

County of Fresno
 Contract # 24-10421 A1
 Page 1 of 4

Agency	County of Fresno
Total Budget	\$44,290.42 \$69,250.00

EXPENSE SUMMARY		
Personnel/Salary & Fringe Benefits	\$	\$35,595.79 42,205.39
Operating	\$	\$0 6,735.52
Indirect Costs	\$	\$8,694.63 40,309.09
GRAND TOTAL	\$	\$44,290.42 69,250.00

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%	\$ 64,583.00	12	\$ 5,381.92	100%	\$6,458.30 5,381.92	\$6,458.30 \$5,560.07
3	Health Education Specialist	20%	\$ 54,234.00	12	\$ 4,519.50	100%	\$10,846.80 4,519.50	\$10,846.80 \$9,290.21
4	Staff Analyst	10%	\$ 75,216.00	12	\$ 6,268.00	100%	\$7,521.60 6,268.00	\$7,521.60 \$6,088.42
Total Salaries								\$20,938.70 24,826.70
*FRINGE BENEFITS 70%								\$14,657.09 17,378.69
Total Personnel Costs								\$35,595.79 42,205.39

B. OPERATING EXPENSES DETAIL

	Service Location			Total Cost
	Budget	% of Fund	Subtotal	
<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%	\$0 335.00	\$0 \$335.00
Training: Capacity building training and training related expenses/enhancements	\$ 3,000.00	100%	\$0 3,000.00	\$0 \$3,000.00
General Expense: Office supplies and printing for program needs and resource/education materials	\$ 3,400.52	100%	\$0 3,400.52	\$0 \$3,400.52
Total Operating			\$0 6,735.52	\$0 \$6,735.52

C. INDIRECT

	Service Location			Total Cost
	% of Fund	Subtotal	Total Cost	
<i>Select only one option and enter percentage in column G90, or G91.</i>				
Total Personnel Cost	\$35,595.79 42,205.39	24.43%	\$8,694.63 40,309.09	\$8,694.63 10,309.09
Total Direct Cost	\$0.00 6,735.52		\$ -	\$ -
Total Indirect Cost			\$8,694.63 40,309.09	\$8,694.93 40,309.09

TOTAL EXPENSES	Service Location		Total
	90875		
			\$44,290.42 69,250.00

*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	<u>\$64,117.65</u> \$59,250.00

EXPENSE SUMMARY

Personnel/Salary & Fringe Benefits	<u>\$46,164.18</u>	37,602.73
Operating	<u>\$6,656.17</u>	12,462.43
Indirect Costs	<u>\$11,297.30</u>	9,184.84
GRAND TOTAL	<u>\$64,117.65</u>	<u>59,250.00</u>

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%	<u>\$77,017.00</u> 67,812.00	12	<u>\$6,418.08</u> 5,651.00	100%	<u>\$7,701.70</u> 5,651.00	<u>\$7,701.70</u> 6,781.20
3	Health Education Specialist	20%	<u>\$55,240.00</u> 56,946.00	12	<u>\$4,603.33</u> 4,745.50	100%	<u>\$11,048.00</u> 4,745.50	<u>\$11,048.00</u> \$ 41,389.20
4	Staff Analyst	5% 10%	<u>\$84,057.00</u> 78,977.00	12	<u>\$7,004.75</u> 6,581.42	100%	<u>\$8,405.70</u> 6,581.42	<u>\$8,405.70</u> 3,948.85
Total Salaries								<u>\$27,155.40</u> 22,119.25

*FRINGE BENEFITS 70%

\$19,008.78
15,483.48

Total Personnel Costs	<u>\$46,164.18</u>	37,602.73
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B. OPERATING EXPENSES DETAIL

Counties/Others: Travel reimbursements must adhere to CalHR travel guidelines	Service Location		Total Cost
	Budget	% of Fund	
Travel: Program related mileage 500 <u>142.855</u> miles x \$0.67 <u>\$0.70</u> /mile	<u>\$100.00</u> 335.00	100%	<u>\$100.00</u> 335.00 <u>\$100.00</u> 335.00
Training: NDPP Lifestyle Coach/Master Trainer training and other training related expenses	<u>\$3,500.00</u> 8,500.00	100%	<u>\$3,500.00</u> 8,500.00 <u>\$3,500.00</u> 8,500.00
General Expense: Office supplies and printing for program needs and resource/education materials	<u>\$3,056.17</u> 3,627.43	100%	<u>\$3,056.17</u> 3,627.43 <u>\$3,056.17</u> 3,627.43
Total Operating	<u>\$6,656.17</u> 12,462.43		<u>\$6,656.17</u> 12,462.43 <u>\$6,656.17</u> 12,462.43

C. INDIRECT

Select only one option and enter percentage in column G90, or G91.	Service Location		Total Cost
	% of Fund	Subtotal	
Total Personnel Cost	<u>\$46,164.18</u> 37,602.73	<u>\$11,297.30</u> 9,184.84	<u>\$11,297.30</u> 9,184.84
Total Direct Cost	<u>\$6,656.17</u> 12,462.43		
Total Indirect Cost		<u>\$11,297.30</u> 9,184.84	<u>\$11,297.30</u> 9,184.84

TOTAL EXPENSES	<u>\$64,117.65</u>	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	\$69,341.93

EXPENSE SUMMARY

Personnel/Salary & Fringe Benefits	\$49,571.18	39,482.84
Operating	\$7,639.69	10,123.08
Indirect Costs	\$12,131.06	9,644.08
GRAND TOTAL	69,250.00	\$69,341.93

								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%	\$80,867.85	12	\$6,738.99	100%	\$8,096.79	\$8,096.79	7,120.30
3	Health Education Specialist	20%	\$58,002.00	12	\$4,833.50	100%	\$11,600.40	\$11,600.40	11,959.60
4	Staff Analyst	5%	\$88,259.85	12	\$7,354.99	100%	\$9,472.34	\$9,472.34	4,146.30
Total Salaries									\$29,159.52
									23,225.20
*FRINGE BENEFITS									\$20,411.66
									16,257.64
Total Personnel Costs									\$49,571.18
									39,482.84

					Service Location	Total		
					90875			
B. OPERATING EXPENSES DETAIL								
Counties/Others: Travel reimbursements must adhere to CalHR travel guidelines					Budget	% of Fund	Subtotal	Total Cost
Travel: Program related mileage 142.855 500 miles x \$0.67/ \$0.70/mile					\$100.00	335.00	\$100.00	\$335.00
Training: NDPP Lifestyle Coach/Master Trainer training and other training related expenses					\$3,500.00	6,000.00	\$3,500.00	\$6,000.00
General Expense: Office supplies and printing for program needs and resource/education materials					\$4,039.69	3,788.08	\$4,039.69	\$3,788.08
Total Operating							\$7,639.69	\$7,639.69
							10,123.08	10,123.08

				Service Location	Total	
				90875		
C. INDIRECT						
Select only one option and enter percentage in column G90, or G91.						
				% of Fund	Subtotal	Total Cost
Total Personnel Cost				24.74%	\$12,131.06	\$9,644.08
				24.43%	9,644.08	\$9,644.08
Total Direct Cost					\$	\$
Total Indirect Cost					\$12,131.06	\$12,131.06
					9,644.08	9,644.08

		Service Location	Total
		90875	
TOTAL EXPENSES			\$69,341.93
			69,250.00

*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	\$	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%	\$7,476.50	6,230.42	\$ 7,476.50
3	Health Education Specialist	20%	\$ 62,783.00	12	\$ 5,231.92	100%	\$12,556.60	6,231.92	\$ 12,556.60
4	Staff Analyst	5%	\$ 87,072.00	12	\$ 7,256.00	100%	\$4,353.60	7,256.00	\$ 4,353.60
Total Salaries									\$ 24,386.70
*FRINGE BENEFITS 70%									\$ 17,070.69
Total Personnel Costs									\$ 41,457.39

B. OPERATING EXPENSES DETAIL					Service Location		Total
					90875		
			Budget	% of Fund	Subtotal	Total Cost	
<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: 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

C. INDIRECT				Service Location		Total
				90875		
			% of Fund	Subtotal	Total Cost	
<i>Select only one option and enter percentage in column G90, or G91...</i>						
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

TOTAL EXPENSES			Service Location	Total
			90875	
				\$ 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.

Exhibit D
Special Terms and Conditions

(For Subvention/Local Assistance Agreements)
Rev: 05-2025

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.

Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
5. Site Inspection	15. Executive Order N-6-22-Economic Sanctions
6. Intellectual Property Rights	
7. Prior Approval of Training Seminars, Workshops or Conferences	
8. Confidentiality of Information	
9. Documents, Publications, and Written Reports	
10. Dispute Resolution Process	

Exhibit D
Special Terms and Conditions

1. Procurement Rules

(Applicable to all subvention aid/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. 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,

Exhibit D
Special Terms and Conditions

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:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] 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.
- 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)

- 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

Exhibit D
Special Terms and Conditions

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.
 - (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

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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 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 agree 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 agree 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 agree 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.

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- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
- [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
 - [2] 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.
 - [3] 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 will be 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 at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$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.

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- 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 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,

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design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- (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 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

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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 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.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the 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

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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

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

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

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

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

h. 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.

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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 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 program Branch Chief. The grievance shall state

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the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- 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, 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, 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.)

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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.
- 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.
 - (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.

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(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.
- 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.

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to

Exhibit D
Special Terms and Conditions

Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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