

STANDARD AGREEMENT AMENDMENT

STD 213A (Rev 6/03)

Agreement No. 15-266-2

☒ Check here if additional pages are added: 1 Page(s)

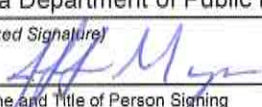
Agreement Number 15-10157	Amendment Number A02
Registration Number:	

- This Agreement is entered into between the State Agency and Contractor named below:
 State Agency's Name **California Department of Public Health** Also known as CDPH or the State
 Contractor's Name **County of Fresno** (Also referred to as Contractor)
- The term of this **July 1, 2015** through **June 30, 2019**
 Agreement is:
- The maximum amount of this **\$ 3,134,562**
 Agreement after this amendment is: **Three Million One Hundred Thirty Four Thousand Five Hundred Sixty-Two Dollars**
- 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:
 - Purpose of amendment:** This amendment is due to Health Resources and Services Administration (HRSA) funding reductions that became effective for Fiscal Year(FY) 2017/2018 and FY 2018/2019. FY 2017/2018 and FY 2018/2019 are being reduced by \$219,683 each. The total amount of this Agreement shall not exceed \$3,134,562. Additionally, This amendment adds mandatory programmatic requirements for implementing the California Home Visiting Program (CHVP) as identified by HRSA during a program site visit in June 2017 as well as the removal of some unnecessary language for program clarification purposes.
 - Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., Strike).

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only APPROVED JUN 10 2019 OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) County of Fresno		
By(Authorized Signature) 	Date Signed (Do not type) 5/14/19	☐ Exempt per: 
Printed Name and Title of Person Signing Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno		
Address DPH Admin, 6th Floor -Contracts 1221 Fulton Mall, Fresno, CA 93721		
STATE OF CALIFORNIA Agency Name California Department of Public Health		
By (Authorized Signature) 	Date Signed (Do not type) 5/29/19	
Printed Name and Title of Person Signing Jeffrey Mapes, Chief, Contracts Management Unit		
Address 1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

ATTEST:

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


III. Exhibit A, Scope of work, is hereby replaced in its entirety.

IV. Exhibit B – Budget Detail and Payment Provisions, Item #4, Amounts Payable, is revised as follows:

4. Amounts payable

A. The amounts payable under this contract shall not exceed:

- 1) \$993,839 for the budget period of 07/01/15 through 06/30/16.
- 2) \$852,411 for the budget period of 07/01/16 through 06/30/17.
- 3) ~~\$863,839~~ **644,156** for the budget period of 07/01/17 through 06/30/18.
- 4) ~~\$863,839~~ **644,156** for the budget period of 07/01/18 through 06/30/19.

B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

V. Exhibit B, attachment III and IV are hereby replaced in their entirety.

Exhibit A
Scope of Work

1. Service Overview

County of Fresno agrees to provide the following services to the California Department of Public Health (CDPH).

The California Home Visiting Program was created as a result of the Patient Protection and Affordable Care Act of 2010, Social Security Act, Title V, Section 511 (42 U.S.C. §711), CFDA# 93.505 **and CFDA# 93.870**. The purpose of this contract is to provide comprehensive, coordinated in-home services to support positive parenting, and to improve outcomes for families residing in identified at-risk communities. Programs are meant to target participant outcomes which include:

- Improved maternal and newborn health;
- Prevention of child injuries, child abuse, neglect and maltreatment, and reduction of emergency department visits;
- Improvement in school readiness and achievement;
- Reduction in domestic violence;
- Improvements in family economic self-sufficiency; and
- Improvements in the coordination and referrals for other community resources and supports.

2. Service Location

The operation of County of Fresno's Nurse Family Partnership program provides primary prevention services for first time mothers focusing on the underserved southeastern area of the county. Services are provided to families in Del Rey, Fowler, Kingsburg, Laton, Malaga, Orange Cove, Parlier, Reedley, Sanger and Selma. The northern border is Kings Canyon Road. The southern border is the Northern Tulare County line. The eastern border is the Friant/Kern canal. The western border is Highway 41.

3. Project Representatives

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

California Department of Public Health Financial Management and Contract Operations Genellee Ann Paras, Interim <u>Candice Shimanek</u> Contract Manager Telephone: 916-650-0411 <u>0339</u> Fax: 916-650-0309 <u>0307</u> Email: Genellee.Paras@cdph.ca.gov <u>candice.shimanek@cdph.ca.gov</u>	County of Fresno Attention: Rose Mary Rahn, MCAH Director Telephone: (559) 600-3330 Fax: (559) 455-4705 Email: rrah@co.fresno.ca.us
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Exhibit A
Scope of Work

B. Direct all inquiries to:

California Department of Public Health Title V Fiscal and Program Oversight <u>Financial Management and Contract Operations</u> Attention: Genellee Paras, Interim <u>Candice Shimanek</u> Contract Manager 1615 Capitol Avenue, Suite 73.560, MS 8305 P.O. Box 997420 Sacramento, CA 95899-7420 Telephone: (916) 650-0411 <u>0339</u> Fax: (916) 650-0309 <u>0307</u> Email: Genellee.Paras@cdph.ca.gov <u>candice.shimanek@cdph.ca.gov</u>	County of Fresno Attention: Rose Mary Rahn, MCAH Director Address: P.O. Box 11867, Fresno, CA 93775 Telephone: (559) 600-3330 Fax: (559) 455-4705 Email: rrahn@co.fresno.ca.us
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C. **All payments from CDPH to the Contractor; shall be sent to the following address:**

<u>Remittance Address</u>
<u>Contractor: County of Fresno</u> <u>Attention: Rose Mary Rahn</u> <u>Address: P.O. Box 11867</u> <u>City, Zip: Fresno, CA 93775</u> <u>Phone: (559) 600-3330</u> <u>Fax: (559) 455-4705</u> <u>E-mail: rrahn@co.fresno.ca.us</u>

D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

4. Subcontracting Requirements

All subcontracting must comply with the requirements of the State Contracting Manual, Sections 3.03, 3.06, 3.18, and 4.04, as applicable.

5. Services to be performed

The Local Health Jurisdiction (LHJ) agrees to provide the services presented in this Scope of Work (SOW) from the California Department of Public Health, Maternal, Child and Adolescent Health (CDPH/MCAH) Division in collaboration with the California Home Visiting Program Branch for implementation of the California Home Visiting Program (CHVP). The funded LHJ/Agency is referred to as "LHJ site" in this SOW. CHVP shall strive to develop collaborative community systems that protect and improve the health and well-being for California families.

Exhibit A

Scope of Work

The purpose of the SOW is to provide parameters for implementing or expanding an existing Nurse Family Partnership (NFP) or Healthy Families America (HFA) home visiting program in accordance with Federal Maternal Infant Early Childhood Home Visiting and CHVP requirements to achieve positive outcomes through maternal and child health for each of the following three goals:

1. Provide leadership and structure for implementation of the California Home Visiting Program at the LHJ site.
2. Embed the LHJ site into a well-integrated local early childhood system of services.
3. Monitor federal benchmark measures to show improvement in maternal and early childhood health.

Each LHJ site shall assure program integrity and fidelity to their selected evidenced-based model. These requirements include, but are not limited to: attending required meetings and trainings, performing continuous quality improvement, fulfilling all deliverables associated with Benchmark Constructs **measures**, using an approved version of the ~~Efforts to Outcomes~~ **a** data system (referred herein as the "CHVP ETO data system"), enter and submit timely data, and complete other reports as required. The LHJ site must comply with deliverables as outlined in the SOW and may receive technical assistance from CHVP, if needed. CHVP reserves the right to require a Corrective Action Plan from the LHJ site. LHJ sites must contact their CHVP Program Consultant to request assistance from CHVP as soon as concerns regarding the program requirements are identified.

LHJ site agrees to abide by the Maintenance of Effort (MOE) as defined in the Affordable Care Act Section 295:

"Funds provided to an eligible entity receiving a grant shall supplement, and not supplant, funds from other sources for early childhood visitation programs or initiatives. The grantee must agree to maintain non-Federal funding (State General Funds) for grant activities at a level which is not less than expenditures for such activities as of the date of enactment of this legislation, March 23, 2010."

All activities in this SOW shall take place from receipt of funding beginning July 1 through June 30 of each contracted year contingent on availability of funds and spending authority.

The table below summarizes a list of Status Reports due to CHVP throughout the year.

Reporting	From	To	Due Date
1 st Status Report	July 1	October 31	November 30
2 nd Status Report	November 1	February 28	March 31
3 rd Status Report	March 1	June 30	July 31

Program Letters—Directives or clarification related to the SOW or CHVP Policies and Procedures, such as required trainings or conferences, will be communicated to the LHJ site via email or a CHVP Policy Alert Letter. ~~For a description of required training, current schedules and dates, refer to the CHVP website:~~ <http://www.cdph.ca.gov/programs/mcah/Pages/HVP-HomePage.aspx>.

Exhibit A
Scope of Work

Goal 1: Provide leadership and structure for implementation of the California Home Visiting Program at the LHJ site

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures	
			Process, Short and/or Intermediate Measures	
Process Description and Measures				
Short and/or Intermediate Outcome Measure(s)				
STAFF REQUIREMENTS				
1.1	The LHJ site Maternal, Child and Adolescent Health (MCAH) Director and/or designee will provide oversight to the LHJ and/or its subcontractors.	(.1) The MCAH Director and/or designee must dedicate no less than .05 Full Time Equivalent (FTE), but no more than .15 FTE on the CHVP budget. <i>Note: The MCAH Director may designate the MCAH Coordinator as the central point of contact for CHVP program-related administration. In this case, the MCAH Director must maintain a minimum of .05 FTE. The total FTE for both the Director and Coordinator must total no more than .15 FTE.</i>	Home Visiting Program staff will submit an organizational chart, staffing report and budget with appropriate FTE in Contract Agreement.	
		(.2) Provide informative advice, guidance, and assistance to LHJ site managers, supervisors, staff, and various non-profit and private entities on all matters related to the development, implementation, operation, administration, evaluation, and funding for local implementation of CHVP.		Present to CDPH-CHVP staff upon request.
		(.3) MCAH Director to provide leadership and oversight of SOW objective 2.1.		
1.2	LHJ site will implement home visiting programs using culturally sensitive home visiting practices.	(.1) Home Visiting Program staff will participate in trainings or educational opportunities designed to enhance cultural sensitivity by utilizing cultural sensitivity trainings via webinars and/or in person attendance.	Home Visiting Program staff will maintain a training log which includes topic, trainer, and list of attendees.	Present to CDPH-CHVP staff upon request.
		(.2) Staffing should reflect the diverse cultures and languages of the population being served. When possible hire staff that reflect the culture and speak the language of participants.		Maintain status of home visitors' ethnicity and languages spoken in staffing report.
		(.3) Use culturally sensitive materials and translation services when necessary.		Present to CDPH-CHVP staff upon request.

Exhibit A
Scope of Work

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures	
			Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
1.3	The LHJ site will hire, train and retain staff in compliance with NFP and HFA model requirements.	(.1) Ensure that home visiting staff receives core training on NFP or HFA models and are trained in CHVP required curricula and screening and assessment tools as specified in the Policies and Procedures. <i>Note: Partners for Healthy Baby is the required curriculum for HFA sites.</i> (.2) Participate in meetings, workgroups, and trainings as directed by CHVP.	Home Visiting Program staff will maintain a training log or file which includes topic, trainer, list of attendees and proof of completion of all required trainings.	Present to CDPH-CHVP staff upon request.
		(.3) Hire and maintain sufficient staff to serve Home Visiting program participants and adhere to the specific evidence-based model guidelines.		Report staffing changes to CDPH-CHVP staff quarterly using staffing template provided by MCAH-CHVP.
PROGRAM REQUIREMENTS				
1.4	LHJ sites will reach active caseload of 100 participants within 18 months of initial program implementation and maintain through the duration of the program. <u>LHJ site will reach and maintain Maximum Caseload Capacity (MCC) of 75 participants within 18 months of initiation.</u>	(.1) Receive referrals from appropriate agencies and triage as appropriate to meet the required number of enrolled participants. (.2) Maintain active caseload at capacity. The LHJ site will be placed on Corrective Action if active caseload is not consistently maintained above 85% of capacity. <u>Following Policies and Procedures (P&P), determine the LHJ site’s MCC with CHVP State staff and submit the MCC each year with CHVP Agreement Funding Application (AFA) Packet.</u> <u>(.3) Maintain a minimum caseload of 85%; the LHJ site will be placed on a Performance Improvement Plan (PIP) if caseload drops under 85% as specified in CHVP P&P.</u>	Home Visiting Program staff will maintain an outreach log with program contacted, method, materials used and date of contact. Home Visiting Program staff will maintain a documented triage process. Home Visiting Program staff will monitor monthly caseload, including new enrollments and dismissals.	CDPH – CHVP staff will review outreach log and triage process at site visit. LHJ sites must provide outreach log upon request.

Exhibit A
Scope of Work

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures	
			Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
		<u>(.4) For home visitors funded at or above 25% through MIECHV, provide data for their entire caseload to CHVP. Consent forms must be completed at intake for all participants on the home visitor's caseload. NFP ONLY: The priority population form must be completed at intake and annually for all participants.</u>		
1.5	LHJ site will ensure NFP or HFA program fidelity and quality assurance.	(.1) Abide by NFP and HFA model requirements and must be implemented in accordance with the NFP 18 Model Elements or the HFA 12 Critical Elements and the HFA Best Practice Standards.	Home Visiting Program staff will maintain current affiliation and accreditation with NFP National Service Office (NSO) or HFA Prevent Child Abuse America (PCAA) National Office.	Present to CDPH-CHVP staff upon request.
1.6	The LHJ site will implement the home visiting program using current policies and procedures.	(.1) Conduct an annual review of LHJ site policies and procedures and update as needed. (.2) Comply with CHVP Policies and Procedures as found on the CHVP website.		CDPH-CHVP staff will review LHJ site policies and procedures at site visit and upon request.
1.7	Collect participant data using HFA or NFP and CHVP-required forms and maintain current and accurate documentation. ¹	(.1) Develop chart documentation processes and procedures.	Home Visiting Program staff will maintain up-to-date chart documentation procedures.	CDPH-CHVP staff will review chart documentation and audit process at site visit.
		(.2) Home Visiting Program staff will implement and oversee chart audit process including review of current charts at a minimum of 3 times per year.	Home Visiting Program staff will maintain chart documentation and audit process.	

¹ ~~REQUIRED SCREENING AND ASSESSMENT TOOLS~~ <http://www.cdph.ca.gov/programs/mcah/Documents/400-10%20Required%20Screening.pdf>
~~DATA COLLECTION AND STANDARDIZATION~~ <http://www.cdph.ca.gov/programs/mcah/Documents/600-10%20Data%20Collection%20Standardization.pdf>

Exhibit A
Scope of Work

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures	
			Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
CONTINUOUS QUALITY IMPROVEMENT (CQI) REQUIREMENTS				
1.8	Conduct a CQI process which is aligned with CHVP CQI improvement goals.	(.1) Perform CHVP directed CQI activities.	Home Visiting Program staff will report action steps taken to achieve program improvement on selected priority areas.	Home Visiting Program staff will participate in quarterly CQI teleconferences with CHVP Program Consultant.
		(.2) Communicate quality improvement activities with the Community Advisory Board (CAB) or other community collaborative designated to address quality improvement.	Home Visiting Program staff will maintain CAB as a resource for program improvement.	CDPH-CHVP staff will observe at CAB meeting annually.
1.9	LHJ site will use data to inform and improve program activities.	(.1) Home Visiting Program staff will use model issued reports and CHVP-created reports as available in the CHVP ETO data system for the purposes of data cleaning, CQI, and program management.	Home Visiting Program staff will demonstrate understanding of the program quality measures.	CDPH-CHVP staff will observe at site visit and on CQI calls.

Goal 2: Embed the LHJ site into a well-integrated local early childhood system of services

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures	
			Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
2.1	LHJ site will participate in the improvement of the local early childhood system of services.	(.1) MCAH Director will ensure LHJ participation in activities to improve the local early childhood system of services with specific emphases on enhancing cross-agency coordination, collaboration and communication; preventing duplication of services; and addressing gaps in local services and support.		Home visiting Program staff will complete all required CHVP interviews and surveys regarding the local early childhood system of services.

Exhibit A
Scope of Work

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures	
			Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
2.2	LHJ site will maintain a Community Advisory Board (CAB)	(.1) Maintain CAB activities according to the model and CHVP Policy and Procedure requirements. CAB will assist with efforts to improve systems integration, interagency coordination, information sharing, and referral systems.	Home Visiting Program staff will maintain a list of current CAB members and the organizations or agencies they represent.	Home visiting Program staff will submit updated CAB information in Status Report #1.
2.3	LHJ site will increase the number of collaborating community agencies with whom they have a clear point of contact.	(.1) Develop and maintain collaborative relationships with local service agencies and hospitals.		
		(.2) LHJ site will develop a clear point of contact (person/s) with collaborating community agencies for purposes of making warm referrals by phone or in-person on a participant's behalf.		Home visiting Program staff will complete annual CHVP Service Provider Survey. Input information in Status Report # 3
2.4	LHJ site will increase the number of formal agreements, informal written agreements, and/or Memorandums of Understanding (MOUs) with other local service agencies in the community.	(.1) Develop community partnerships and facilitate coordination and integration of services among MCAH and other community programs/services. (.2) Develop and/or maintain formal agreements, informal written agreements (e.g., letters of support) and/or MOUs with community agencies and other service providers.		Home visiting Program staff will complete annual CHVP Service Provider Survey. Input information in Status Report # 3

Goal 3: Monitor federal benchmark measures to show improvement in maternal and early childhood health

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures	
			Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
3.1	LHJ sites will collect all information that contributes to the performance measures	(.1) Use model issued forms, assessment tools, and processes as defined in the model issued data collection manual. Further, the site will use CHVP required data		At site visit, CDPH-CHVP staff will review process for data collection, entry, secure

Exhibit A
Scope of Work

#	Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures	
			Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	for the Constructs that comprise the six federally-mandated Benchmark domains.	forms and processes as defined in the <i>CHVP Data Collection Manuals</i> . <i>Note: All forms must be used as written, no individual site modifications are allowed without prior written consent from CHVP.</i>		data storage and data cleaning annually.
	Constructs are located at: http://www.cdph.ca.gov/programs/mcah/Documents/All%20Benchmarks%20Combined%20Final.pdf	(.2) Home Visiting Program staff will collect and enter the data defined in the NFP or HFA ETO <i>User Manual</i> into the secure ETO data system <i>within seven working days</i> of data collection and as required by NFP or HFA.	Home Visiting Program staff will comply with the monthly and quarterly data cleaning schedule provided by CHVP.	
		(.3) Home Visiting Program staff will verify the accuracy and completeness of data input into the CHVP and NFP ETO data systems adhering to the CHVP data cleaning schedule.	Home Visiting Program staff and supervisors will demonstrate reporting proficiency.	

**Exhibit B, Attachment III
Budget (Year 3)
(07/01/17 through 06/30/18)**

Personnel	Original	Amendment	Original	Amendment	Original	Amendment
Position Title/Classification and Number of each	Annual Salary	Annual Salary	FTE %	FTE %	Annual Cost	Annual Cost
Maternal, Child and Adolescent Health Director	\$ 112,113	\$ 117,580	15%	10.086%	\$ 16,817	\$ 11,859
Supervising Public Health Nurse	\$ 96,997	\$ 112,246	100%	70%	\$ 96,997	\$ 78,572
Public Health Nurse I	\$ 57,288	\$ 62,218	100%	70%	\$ 57,288	\$ 43,553
Public Health Nurse II	\$ 83,642	\$ 73,953	100%	75%	\$ 83,642	\$ 55,465
Public Health Nurse I	\$ 67,433	\$ 76,798	100%	70%	\$ 67,433	\$ 53,759
Public Health Nurse I	\$ 65,390	\$ 78,647	100%	75%	\$ 65,390	\$ 58,985
Office Assistant III (In-Kind)	\$ 35,487	\$ 0	0%	100%	\$ 0	\$ 0
Subtotal Personnel				Total Salaries	\$ 387,567	\$ 302,193
Fringe Benefits (73.199-73.134% of Total Salaries)					\$ 283,695	\$ 221,006
(Unemployment 0.122%, OASDI 7.65%, Retirement 55.112%, Health Insurance 10.09631%, Management Life & ADD 0.010% (MCAH Dir. Only), Benefits Admin. 0.209%)						
Total Personnel Salaries and Fringe Benefits					\$ 671,262	\$ 523,199
Operating Expenses						
Training (Registration fees for CHVP required and other professional development trainings and CEUs as needed when attending required & related conferences, trainings, workshops & meetings for home visiting staff. Goal 1.3 in SOW)					\$ 13,000	\$ 6,455
Telephone Communications					\$ 1,516	\$ 1,516
Household, Building, Utilities/Equipment Maintenance (Utilities which include landscaping, janitorial and garbage. Copier/fax machine maintenance.)					\$ 920	\$ 838
Medical & Dental Supplies (Goal 1.3)					\$ 3,000	\$ 97
Office Supplies					\$ 2,500	\$ 2,500
Postage					\$ 100	\$ 0
Printing					\$ 1,000	\$ 71
Rents & Leases <(5.154.7 FTE x \$2 per sqft x 200 sqft x 12 mos = \$24,720) (Goal 1.3)					\$ 7,000	\$ 4,633
are In-Kind))						
Small Tools & Instruments Minor Equipment (Such as office chairs and filing cabinets)					\$ 6,000	\$ 4,714
Facilities Building Maintenance (Any ware and tear building repairs, including thermostat repair)					\$ 364	\$ 103
Nurse-Family Partnership, Inc. (Affiliation with Nurse-Family Partnership, Inc. for ongoing technical assistance & program evaluation. Goal 1.5 in SOW)					\$ 16,276	\$ 13,493
Total Operating Expenses					\$ 51,676	\$ 34,420
Travel						
TRAVEL (Staff travel to statewide CHVP conferences, Nurse Family Partnership trainings (1.3 in SOW), and home visits (Goals 1.1, 1.4, 1.5, 2, 3, 4, 5 in SOW).					\$ 26,322	\$ 5,574
Total Travel Costs					\$ 26,322	\$ 5,574
Other Costs						
Books & Publications (Including required curriculum and educational materials.) (Goal 1.3)					\$ 1,000	\$ 1,000
Promotional Items/Client Support Materials (Such as toys and puzzles.) (Goals 1.3, 2, 3, 4, 5 in					\$ 2,000	\$ 120
Interpreters (Goal 1.2)					\$ 1,000	\$ 1,000
Total Other Costs					\$ 4,000	\$ 2,120
Indirect Costs (14.68 15.0694% of Total Direct Costs Salaries and Fringe Benefits)					\$ 110,579	\$ 78,843
Total Budget					\$ 863,839	\$ 644,156

**Exhibit B, Attachment IV
Budget (Year 4)
(07/01/18 through 06/30/19)**

Personnel	Original	Amendment	Original	Amendment	Original	Amendment
Position Title/Classification and Number of each	Annual Salary	Annual Salary	FTE %	FTE %	Annual Cost	Annual Cost
Maternal, Child and Adolescent Health Director (In-Kind)	\$ 112,113	\$ 0	15%	15%	\$ 16,817	\$ 0
Supervising Public Health Nurse	\$ 96,997	\$ 114,778	100%	100%	\$ 96,997	\$ 114,778
Public Health Nurse I	\$ 57,288		100%		\$ 57,288	
Public Health Nurse II	\$ 83,642	\$ 80,171	100%	100%	\$ 83,642	\$ 80,171
Public Health Nurse I	\$ 67,433	\$ 69,773	100%	100%	\$ 67,433	\$ 69,773
Public Health Nurse I	\$ 65,390	\$ 85,260	100%	100%	\$ 65,390	\$ 85,260
Office Assistant III (In-Kind)	\$ 35,487	\$ 0	100%	100%	\$ 0	\$ 0
Subtotal Personnel Total Salaries					\$ 387,567	\$ 349,982
Fringe Benefits (73.199 70.511% of Total Salaries)					\$ 283,695	\$ 246,776
(Unemployment 0.122%, OASDI 7.605%, Retirement 553.112%, Health Insurance 10.0926%, Management-Life & ADD 0.010% (MCAH Dir. Only), Benefits Admin. 0.2091%)						
Total Personnel Salaries and Fringe Benefits					\$ 671,262	\$ 596,758
Operating Expenses						
Training (Registration fees for CHVP required and other professional development trainings and CEUs as needed when attending required & related conferences, trainings, workshops & meetings for home visiting staff. Goal 1.3 in SOW)					\$ 13,000	\$ 8,000
Telephone Communications					\$ 1,516	\$ 1,516
Household, Building, Utilities/Equipment Maintenance (Utilities which include landscaping, janitorial and garbage. Copier/fax machine maintenance.)					\$ 920	\$ 971
Medical & Dental Supplies					\$ 3,000	\$ 0
Office Supplies					\$ 2,500	\$ 3,015
Postage					\$ 100	\$ 20
Printing					\$ 1,000	\$ 1,300
Rents & Leases <(5.15 FTE x \$2 per sqft x 200 sqft x 12 mos = \$24,720) (18,502 of costs are In-kind.)					\$ 7,000	\$ 6,218
Small Tools & Instruments					\$ 6,000	\$ 0
Facilities					\$ 364	\$ 0
Nurse-Family Partnership, Inc. (Affiliation with Nurse-Family Partnership, Inc. for ongoing technical assistance & program evaluation. Goal 1.5 in SOW)					\$ 16,276	\$ 13,493
Total Operating Expenses					\$ 51,676	\$ 34,533
Travel						
TRAVEL (Staff travel to statewide CHVP conferences, Nurse Family Partnership trainings (1.3 in SOW), and home visits (Goals 1.1, 1.4, 1.5, 2, 3, 4, 5 in SOW).					\$ 26,322	\$ 10,078
Total Travel Costs					\$ 26,322	\$ 10,078
Other Costs						
Books & Publications (Including required curriculum and educational materials.) (Goal 1.3)					\$ 1,000	\$ 1,000
Promotional Items/Client Support Materials (Such as toys and puzzles.) (Goals 1.3, 2, 3, 4, 5 in					\$ 2,000	\$ 787
Interpreters (Goal 1.2)					\$ 1,000	\$ 1,000
Total Other Costs					\$ 4,000	\$ 2,787
Indirect Costs (14.68 0% of Total Direct Costs Salaries and Fringe Benefits)					\$ 110,579	\$ 0
Total Budget					\$ 863,839	\$ 644,156

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

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

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

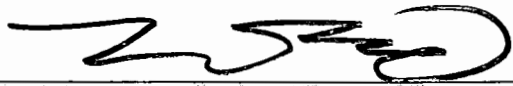
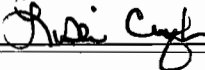
If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions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

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

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

CERTIFICATION

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

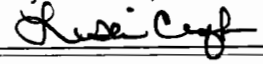
Proposer/Bidder Firm Name (Printed)	Federal ID Number
County of Fresno	94-6000512
By (Authorized Signature) 	ATTEST: BERNICE E. SEIDEL Clerk of the Board of Supervisors County of Fresno, State of California
Printed Name and Title of Person Signing	By 
Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno	
Executed in the County of	Executed in the State of
Fresno	CA
Date Executed	

May 14, 2019

CCC 04/2017

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i> County of Fresno		<i>Federal ID Number</i> 94-6000512
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno		
<i>Date Executed</i> May 14, 2015	<i>Executed in the County of</i> Fresno	<i>ATTEST:</i> BERNICE E. SEIDEL Clerk of the Board of Supervisors County of Fresno, State of California By 

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

Agreement Between the County of Fresno and the California Department of Public Health

Agreement Name: CDPH California Home Visiting Program Grant Agreement
Amendment No. 15-10157-A02

Fund/Subclass:	0001/10000
Organization #:	56201718
Revenue Account #:	4382