

CALIFORNIA Perinatal Equity Initiative

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

{County of Fresno}, hereinafter “Grantee”

Implementing the project, “{California Perinatal Equity Initiative},” hereinafter “Project”

GRANT AGREEMENT NUMBER 19-10595

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section [123235](#).

The program may include the provision of educational, preventative, diagnostic and treatment services, including medical care, hospitalization and other institutional care and aftercare, appliances and facilitating services directed toward reducing infant mortality and improving the health of mothers and children. **The department may make grants or contracts or advance funds from any funds that are made available for the purposes of the Maternal and Child Health Program Act (Section 27).**

(Added by Stats. 1995, Ch. 415, Sec. 8. Effective January 1, 1996.)

Health and Safety Code, Section [123260](#).

(a) Subject to an appropriation in the annual Budget Act for this purpose, the State Department of Public Health shall establish the California Perinatal Equity Initiative to expand the scope of interventions provided under the Black Infant Health Program. The initiative shall foster Community Centers of Excellence in perinatal health and promote the use of interventions designed to fill gaps in current programming offered through the Black Infant Health Program.

b) (1) As part of the initiative described in subdivision (a), the department shall develop a process to allocate funds to up to 15 county health departments, to work collaboratively with state and local Black Infant Health programs, for the purpose of improving black infant birth outcomes and reducing infant mortality.

(Added by Stats. 2018, Ch. 34, Sec. 22. (AB 1810) Effective June 27, 2018.)

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to [obtain information from Local Health Jurisdictions \(LHJs\), who plan to implement the Perinatal Equity Initiative \(PEI\), beginning fiscal year 2019-2020 and continuing through 2020-2021, to the Maternal, Child and Adolescent Health \(MCAH\) Division that addresses the applicant’s capacity to implement the PEI. This information will assist MCAH in their responsibility to provide oversight, fidelity, standardization and accountability for the PEI.](#)

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed \$1,191,288.00 .

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on [October 1, 2019], and terminates on [June 30, 2021]. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2021.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of Fresno
Grant Manager: Kreston Tom	Name: Rose Mary Rahn
Address: 1615 Capitol Avenue, Suite 73.565, MS 8305	Address: 1221 Fulton Street
City, Zip: Sacramento, CA 95814	City, ZIP: Fresno, CA 93721
Phone: (916) 341-6720	Phone: (559) 600-6340
Fax: (916) 650-0307	Fax: (559) 445-4705
E-mail: Kreston.Tom@cdph.ca.gov	E-mail: rahn@fresnocountyca.gov

Direct all inquiries to:

California Department of Public Health, [Maternal and Infant Health Branch]	Grantee: [County of Fresno]
Attention: Niambi Lewis	Attention: Rose Mary Rahn
Address 1615 Capitol Avenue, Suite 73.540	Address: 1221 Fulton Street
City, Zip: Sacramento, CA 95814	City, Zip: Fresno, CA 93721
Phone: (916) 650-6405	Phone: (559) 600-6340
Fax:	Fax: (559) 445-4705
E-mail: Niambi.Lewis@cdph.ca.gov	E-mail: rrahn@fresnocountyca.gov

All payments from CDPH to the Grantee; shall be sent to the following address: **[Note: Remittance Address must conform with the new FISCAL system information in order to avoid payment delays]**

Remittance Address
Grantee: [County of Fresno]
Attention: Bruna Chavez
Address: PO Box 11800
City, Zip: Fresno, CA 93775
Phone: (559) 600-6415
Fax
E-mail: dphboap@fresnocountyca.gov

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to the agreement. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be requested through the CDPH Project Representatives for processing.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

- Exhibit A WORKPLAN

- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

- Exhibit C STANDARD GRANT CONDITIONS

- Exhibit D ADDITIONAL PROVISIONS

- Exhibit E CONTRACTOR EQUIPMENT PURCHASED WITH CDPH

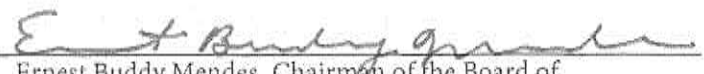
- Exhibit F INVENTORY/ DISPOSITION OF CDPH FUNDED EQUIPMENT


- Exhibit G CONTRACTOR'S RELEASE


GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: May 26, 2020 
Ernest Buddy Mendes, Chairman of the Board of
Supervisors of the County of Fresno
1221 Fulton Street
Fresno, CA 93721

Date: 6/12/2020 
Joseph Torrez, Chief
Contracts and Purchasing Services Section
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377

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

For each fiscal year of the contract period, the Local Health Jurisdictions (LHJ) shall submit the deliverables identified below. All deliverables shall be submitted to the Maternal, Child and Adolescent Health (MCAH) Division to your designated Program Consultant in accordance with Perinatal Equity Initiative (PEI) guidelines and emailed or uploaded to SharePoint no later than the due date*. Annual Report must be submitted and approved prior to invoicing for funding in Fiscal Year 20-21.

Deliverables for each FY

Due Date for each FY

Annual Report and Turn the Curve Report (TTC):

FY 19/20: August 31st/TTC Waived
FY 20/21: August 31st/TTC-September 30

Coordinator Quarterly Report:

Listed Below

Reporting Period	From	To	Due Date
1) First Report	July 1st	September 30th	October 31st
2) Second Report	October 1st	December 31st	January 31st
3) Third Report	January 1st	March 31st	April 30th
4) Fourth Report	April 1st	June 30th	July 31st

*Or following Monday

See the following pages for a detailed description of the services to be performed.

Goal 1: Oversee administration of the PEI to ensure program implementation, planning evaluation and fiscal management in compliance with CDPH-MCAH Guidelines.

Objectives	Activity	Evaluation Measures/Deliverables (Report on these measures in the Annual Report)
<p>1.1 County health departments to provide oversight, maintain program fidelity, fiscal management and demonstrate that PEI activities are conducted as required in the PEI Scope of Work (SOW), and CDPH-MCAH Fiscal Policies and Procedures (P&Ps). cdph.ca.gov/Programs/CFH/DMCAH/Pages/Fiscal-Documents.aspx</p>	<p>1. Implement the program activities as defined in the SOW.</p> <p>2. Local PEI Coordinator will coordinate and collaborate with MCAH Director to complete, review, and approve the PEI budget prior to submission.</p> <p>3. Complete PEI Quarterly Reports as directed by CDPH-MCAH-PEI.</p>	<p>1. Complete TTC report by September 30th.</p> <p>2. Submit PEI Quarterly Reports as directed by CDPH-MCAH-PEI.</p>
<p>1.2 All local PEI staff will maintain and increase staff competency.</p>	<p>1. Ensure that all key local PEI staff participates in training or educational opportunities designed to enhance cultural sensitivity.</p> <p>2. Ensure that the local PEI Coordinator and all direct service staff attend mandatory MCAH Division-sponsored training(s).</p> <p>3. Ensure all key local PEI staff participate in available trainings pertinent to the interventions selected in their jurisdiction.</p>	<p>1. Submit number of trainings and conferences (both state and local) attended by local PEI staff during each FY.</p>
<p>1.3 Submit annual report</p>	<p>1. Year 1: Complete implementation report developed by CDPH-MCAH-PEI.</p>	<p>1. Submit implementation report by August 31st.</p>

	<p>2. Year 2 and ongoing: Complete TTC with learning cohort for each implemented intervention.</p>	<p>2. Bring TTC developed in county to learning collaborative cohort annual meeting.</p> <p>3. Complete TTC with learning collaborative cohort.</p>
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Goal 2: Fund county health departments to develop local community grants to reduce Black Maternal and Infant Mortality/Morbidity by expanding the scope of interventions to compliment current Black Infant Health (BIH) Programming.

Objectives	Activity	Evaluation Measures/Deliverables (Report on these measures in the Annual Report)
<p>2.1 Develop a Request For Application (RFA)/Request For Proposal (RFP) or Memorandum of Understanding (MOU) for community based organizations to implement at least two (2) of five (5) legislated PEI interventions.</p> <ul style="list-style-type: none"> • Evidence-based or evidence-informed group prenatal care program • Pregnancy intentionality, preconception and/or interconception care program • Fatherhood or partnership initiative that supports engagement of partners in pregnancy and childbearing • Evidence-based or evidence-informed home visitation program 	<p>1. County health departments participating in the PEI will create either a RFA/RFP or MOU to ensure that the selected Community Grant Awardees implement at least two (2) of the five (5) PEI interventions.</p> <p>2. Determine models for implementing selected interventions.</p>	<p>1. Submit copy of RFA or MOU utilized to solicit applications to CDPH-MCAH-PEI.</p>

<ul style="list-style-type: none"> • A strategy not described above that is justified based on local needs and resources, that combines social interventions with medical interventions including but not limited to: <ul style="list-style-type: none"> a) Assessment b) Increase patient empowerment c) Doulas d) Patient navigator services 		
<p>2.2 Conduct site visits to ensure culturally-affirming site for implementation of services.</p>	<p>1. Develop a schedule for visiting each implementing agency.</p>	<p>1. Submit schedule to CDPH-MCAH-PEI.</p>
<p>2.3 Ensure implementing agencies are able to respond to additional Request for Supplemental Information (RSI) questions.</p>	<p>1. Incorporate Appendix V into RFA/RFP or MOU.</p>	<p>1. Submit answers to Appendix V to CDPH-MCAH-PEI once implementing agencies have been selected.</p>
<p>2.4 Implement at least two of five legislated PEI interventions.</p> <ul style="list-style-type: none"> • Evidence-based or evidence-informed group prenatal care program • Pregnancy intentionality, preconception and/or interconception care program • Fatherhood or partnership initiative that supports engagement of partners in pregnancy and childbearing • Evidence-based or evidence-informed home visitation program 	<p>1. Attend all learning collaborative cohorts:</p> <ul style="list-style-type: none"> • Quarterly calls or meetings for Community Advisory Board and Public Awareness Campaign updates. • Bi-monthly calls or meetings for legislated PEI interventions. <p>2. Ensure Results-Based Accountability (RBA) activities are completed.</p> <p>3. Develop SOW for implementing agencies.</p>	<p>1. Share successes and challenges on learning collaborative calls.</p> <p>2. See Goal 3 outcomes.</p> <p>3. Submit SOW for implementing agencies to CDPH-MCAH-PEI.</p>

<ul style="list-style-type: none"> • A strategy not described above that is justified based on local needs and resources, that combines social interventions with medical interventions including but not limited to: <ul style="list-style-type: none"> a) Assessment b) Increase patient empowerment c) Doulas d) Patient navigator services 		
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Goal 3: Incorporate Results Based Accountability (RBA) using the Clear Impact Scorecard to monitor program performance.

Objectives	Activity	Evaluation Measures/Deliverables (Report on these measures in the Annual Report)
<p>3.1 Local grantee and county health department staff will attend RBA training.</p>	<ol style="list-style-type: none"> 1. Purchase Clear Impact’s scorecard for use at the county and community based organization. 2. Ensure that local key county personnel and funded local agencies participate in Clear Impact’s RBA training. 3. Learn how to implement Clear Impact’s TTC process. 	<ol style="list-style-type: none"> 1. Submit a list of staff that have attended RBA training. 2. Develop an LHJ scorecard. 3. Complete quarterly TTC meetings for each implemented intervention.
<p>3.2 Establish a data collection method for implementing agencies to input data into RBA scorecard.</p>	<ol style="list-style-type: none"> 1. Develop a database or utilize existing database to collect data to enter into the RBA scorecard. 	<ol style="list-style-type: none"> 1. Submit name of database used to collect data for entry into the RBA scorecard.

	<p>2. Ensure implementing agencies are entering data in RBA scorecard quarterly.</p> <p>3. Provide technical assistance to implementing agencies to ensure data entry into the RBA scorecard is accurate.</p>	<p>2. Share plan for implementing agencies to input data, including frequency of data entry into the RBA scorecard to CDPH-MCAH.</p>
<p>3.3 Work with CDPH-MCAH to develop performance measures for scorecard.</p>	<p>1. Attend learning collaborative cohort meeting for performance measures.</p> <p>2. Work with Community Advisory Board (CAB) and implementing agencies to ensure measures meet community needs.</p>	<p>1. Incorporate performance measures into scorecard.</p>

Goal 4: Conduct local public awareness efforts that address birth outcome inequalities to improve prenatal health and birth outcomes for Black women and babies.

Objectives	Activity	Evaluation Measures/Deliverables (Report on these measures in the Annual Report)
<p>4.1 Create a local public awareness campaign to inform the community about African-American (AA) birth outcome inequities and/or drivers of these inequities.</p>	<p>1. Develop a public awareness campaign that is focus tested with targeted community.</p> <p>2. Incorporate key dates into public awareness efforts:</p> <ul style="list-style-type: none"> • National Prematurity Day • Black Infant Mortality Week • Black Breastfeeding Week <p>3. Track outreach of the awareness campaign.</p>	<p>1. Share ongoing progress in develop campaign in learning collaborative cohort.</p> <p>2. Provide a report that describes outreach engagement in the community.</p> <p>3. Share final campaign components once complete.</p>

Goal 5: Conduct local CAB efforts around birth outcome inequalities to improve prenatal health and birth outcomes.

Objectives	Activity	Evaluation Measures/Deliverables (Report on these measures in the Annual Report)
5.1 Set up a local collaborative that focuses on Black Maternal and Infant mortality/morbidity.	<ol style="list-style-type: none"> 1. Reach out to local partners (i.e., hospitals, health centers, county clinics, Community Based Organizations (CBOs), etc.) to create a network of partnerships. 2. Ensure representation of BIH staff is on CAB. 3. Ensure representation of target population for selected interventions is on CAB. 	<ol style="list-style-type: none"> 1. Provide a list of CAB members.
5.2 Ensure community partners are engaged during the implementation of the interventions and are invited TTC meetings.	<ol style="list-style-type: none"> 1. Hold regularly scheduled CAB meetings. 	<ol style="list-style-type: none"> 1. Provide a schedule of CAB meetings. 2. Document attendees at TTC meetings.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. The Grantee will be awarded a single lump sum payment of \$595,644.00 upon execution of this Grant Agreement for the services described in Exhibit A, Workplan. The second year lump sum payment will be awarded upon submission and approval of Annual Report prior to invoicing for funding in state fiscal year 2020-2021. This grant shall not exceed \$1,191,288.00.

B. Invoices shall include the Grant Number and shall be submitted no more frequently than annually to:

Kreston Tom
California Department of Public Health
Maternal, Child and Adolescent Health Division
1615 Capitol Avenue, Suite 73.565
Sacramento, CA 95814

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B
Budget Detail and Payment Provisions

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than **thirty (30)** calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

- A. Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

6. Lump Sum Payments

- A. The Grantee will be awarded \$595,644 for 2019-20, thereafter, the annual rate of \$595,644 for 2020-2021 for the services described in Exhibit A, Workplan. An annual lump sum payment shall be issued to Grantee by CDPH upon execution of the agreement.

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EXHIBIT C**STANDARD GRANT CONDITIONS**

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, 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 this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee 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, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee 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 project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
- A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
- 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee 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 Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit D
Additional Provisions

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Exhibit D
Additional Provisions

3. Dispute Resolution Process

- A. A Grantee 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 Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee'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 Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee'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 Grantee 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 Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee 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 Grant 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 Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

CONTRACTOR EQUIPMENT PURCHASED WITH CDPH FUNDS

Current Contract Number: 19-10595

Date Current Contract Expires: 06/30/2021

Previous Contract Number (if applicable): 18-10643

CDPH Program Name: Perinatal Equity Initiative

Contractor's Name: County of Fresno

CDPH Program Contract Manager: Kreston Tom

Contractor's Complete Address: County of Fresno, Department of Public Health

CDPH Program Address: 1615 Capitol Ave, Sacramento CA, 95814

1221 Fulton St, Fresno, 93721

CDPH Program Contract Manager's Telephone Number: 916-341-6720

Contractor's Contact Person: Aphivanh Xayavath

Date of this Report: 2/4/2020

Contact's Telephone Number: 559-600-3330

(THIS IS NOT A BUDGET FORM)

STATE/ CDPH PROPERTY TAG (If motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDPH PURCHASE ORDER (STD 65) NUMBER	DATE PURCHASED	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	OPTIONAL PROGRAM USE ONLY
		N/A	\$				
			\$				
			\$				
			\$				
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INSTRUCTIONS FOR CDPH 1203 (Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to tag contract equipment and/or property (see definitions A, and B) which is purchased with CDPH funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time state/CDPH equipment and/or property has been received, the CDPH Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to CDPH AM. The CDPH Program Contract Manager is responsible for ensuring the information is complete and accurate. (See *Public Health Administrative Manual (PHAM)*, Section 1-1030 and Section 1-1070.)

Upon receipt of this form from the CDPH Program Contract Manager, AM will fill in the first column with the assigned state/ CDPH property tag, if applicable, for each item (See definitions A and B). AM will return the original form to the CDPH Program Contract Manager, along with the appropriate property tags. The CDPH Program Contract Manager will then forward the property tags and the original form to the Contractor and retain one copy until the termination of this contract. The Contractor should place property tags in plain sight and, to the extent possible, on the item's front left-hand corner. The manufacturer's brand name and model number are not to be covered by the property tags.

1. If the item was shipped via the CDPH warehouse and was issued a state/CDPH property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.
2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:
 - A. **Major Equipment:**
 - Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
 - Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).

These items are issued green numbered state/ CDPH property tags.
 - B. **Minor Equipment/Property:** Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. **These items are issued green unnumbered "BLANK" state/ CDPH property tags** with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. NOTE: It is CDPH policy not to tag modular furniture. (See your Federal rules, if applicable.)
3. Provide the CDPH Purchase Order (STD 65) number if the items were purchased by CDPH.
4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services.
5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS 1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.
6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 341-6168.
7. Use the version on the CDPH Intranet forms site. The CDPH 1203 consists of one page for completion and one page with information and instructions.

INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT

Current Contract Number: 19-10595

Date Current Contract Expires: 06/30/2021

Previous Contract Number (if applicable): 18-10643

CDPH Program Name: Perinatal Equity Initiative

Contractor's Name: County of Fresno

CDPH Program Contract Manager: Kreston Tom

Contractor's Complete Address: County of Fresno, Department of Public Health

CDPH Program Address: 1615 Capitol Ave, Sacramento CA, 95814

1221 Fulton St, Fresno, 93721

CDPH Program Contract Manager's Telephone Number: 916-341-6720

Contractor's Contact Person: Aphivanh Xayavath

Date of this Report: 2/4/2020

Contact's Telephone Number: 559-600-3330

(THIS IS NOT A BUDGET FORM)

STATE/ CDPH PROPERTY TAG <small>(If motor vehicle, list license number.)</small>	QUANTITY	ITEM DESCRIPTION <small>1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.</small>	UNIT COST PER ITEM <small>(Before Tax)</small>	CDPH ASSET MGMT. USE ONLY <small>CDPH Document (DISPOSAL) Number</small>	ORIGINAL PURCHASE DATE	MAJOR/MINOR EQUIPMENT SERIAL NUMBER <small>(If motor vehicle, list VIN number.)</small>	OPTIONAL—PROGRAM USE ONLY
		N/A	\$				
			\$				
			\$				
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INSTRUCTIONS FOR CDPH 1204 (Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to; (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See *Public Health Administrative Manual (PHAM)*, Section 1-1000 and Section 3-1320.)

The CDPH Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDPH Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

Inventory: List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted CDPH 1203s**, "Contractor Equipment Purchased with CDPH Funds." AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See PHAM, Section 1-1020.)

Disposal: (*Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).*) The CDPH 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDPH Program Contract Manager to arrange for the appropriate disposal/transfer of the items. (See PHAM, Section 1-1050.)

1. List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;
 - A. Major Equipment: **(These items were issued green numbered state/ CDPH property tags.)**
 - Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
 - Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)
 - B. Minor Equipment/Property: **(These items were issued green state/ CDPH property tags.)**

Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.
2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See PHAM, Section 17-4000.)
3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")
4. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, Sacramento, CA 95899-7377.
5. Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 341-6168.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 19-10595 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.

If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

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

Signature of Contractor or Official Designee: _____ Date: _____


Printed Name/Title of Person Signing: _____

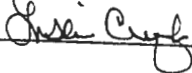
Distribution: Accounting (Original) Program

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> [REDACTED]
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno		
<i>Date Executed</i> May 26, 2020	<i>Executed in the County of</i> Fresno	ATTEST: BERNICE E. SEIDEL Clerk of the Board of Supervisors County of Fresno, State of California

By  Deputy

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

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

Name: CDPH Perinatal Equity Initiative Grant Agreement No. 19-10595

Fund/Subclass: 0001/10000
Organization #: 56201715
Revenue Account #: 3530