

**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated March 28, 2023 and is between BLACK Wellness & Prosperity Center, a California non-profit organization (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. The Black Infant Health (BIH) Program is a specialized California Department of Public Health (CDPH) Maternal, Child and Adolescent Health program created to ensure women in California are healthy before, during and after pregnancy, ensure all infants born healthy and thrive in their first year of life, and reduce infant mortality with a focus on reducing disparities.

Funding for the BIH Program has historically been provided since 2014 by CDPH to the County for ongoing support of the BIH program through County’s Department of Public Health (DPH).

B. County, through its DPH, BIH program, desires to improve infant and maternal health of Black Birthing People by promoting health knowledge and healthy behaviors.

C. County, through its DPH, is in need of a qualified vendor to engage the Black or Black Ancestry community to support Black Birthing families’ health and well-being with education and outreach efforts, educate the public about the factors leading to the disparities in Black maternal and infant birth outcomes by providing consistent and culturally responsive information, and promote enrollment in the CDPH - BIH program.

D. County has suspended competition for these services consistent with the County’s administrative policies.

The parties therefore agree as follows:

**Article 1**

**Contractor’s Services**

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled “Scope of Services.”

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.





1 Director, Department of Public Health  
2 County of Fresno  
3 PO BOX 11867  
4 Fresno, CA 93775  
5 DPHContracts@fresnocountyca.gov

6 **For the Contractor:**  
7 BLACK Wellness & Prosperity Center  
8 Attn: Shantay R. Davies-Balch  
9 1133 S Street  
10 Fresno, CA 93721  
11 shantay@black-enterprises.com

12 4.2 **Change of Contact Information.** Either party may change the information in section  
13 4.1 by giving notice as provided in section 4.3.

14 4.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
15 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
16 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
17 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
18 Document Format (PDF) document attached to an email.

19 (A) A notice delivered by personal service is effective upon service to the recipient.

20 (B) A notice delivered by first-class United States mail is effective three County  
21 business days after deposit in the United States mail, postage prepaid, addressed to the  
22 recipient.

23 (C) A notice delivered by an overnight commercial courier service is effective one  
24 County business day after deposit with the overnight commercial courier service,  
25 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
26 the recipient.

27 (D) A notice delivered by telephonic facsimile transmission or by PDF document  
28 attached to an email is effective when transmission to the recipient is completed (but, if  
such transmission is completed outside of County business hours, then such delivery is  
deemed to be effective at the next beginning of a County business day), provided that  
the sender maintains a machine record of the completed transmission.

4.4 **Claims Presentation.** For all claims arising from or related to this Agreement,  
nothing in this Agreement establishes, waives, or modifies any claims presentation

1 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
2 of Title 1 of the Government Code, beginning with section 810).

3 **Article 5**

4 **Termination and Suspension**

5 **5.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are  
6 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
7 are not allocated, then the County, upon at least 30 days' advance written notice to the  
8 Contractor, may:

9 (A) Modify the services provided by the Contractor under this Agreement; or

10 (B) Terminate this Agreement.

11 **5.2 Termination for Breach.**

12 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
13 occurred, the County may give written notice of the breach to the Contractor. The written  
14 notice may suspend performance under this Agreement, and must provide at least 30  
15 days for the Contractor to cure the breach.

16 (B) If the Contractor fails to cure the breach to the County's satisfaction within the  
17 time stated in the written notice, the County may terminate this Agreement immediately.

18 (C) For purposes of this section, a breach occurs when, in the determination of the  
19 County, the Contractor has:

20 (1) Obtained or used funds illegally or improperly;

21 (2) Failed to comply with any part of this Agreement;

22 (3) Submitted a substantially incorrect or incomplete report to the County; or

23 (4) Improperly performed any of its obligations under this Agreement.

24 **5.3 Termination without Cause.** In circumstances other than those set forth above, the  
25 County may terminate this Agreement by giving at least 30 days advance written notice to the  
26 Contractor.

27 **5.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
28 under this Article 5 is without penalty to or further obligation of the County.



1 (B) Contractor shall provide immediate written notice to County if at during any time  
2 during the term of this Agreement Contractor learns that the representations it makes  
3 above were erroneous when made or have become erroneous by reason of changed  
4 circumstances.

5 (C) Contractor shall include a clause titled, "Certification Regarding Debarment,  
6 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions"  
7 and similar in nature to this paragraph in all lower tier covered transactions and it all  
8 solicitations for lower tier covered transactions.

9 (D) Contractor shall, prior to soliciting or purchasing goods and services in excess of  
10 \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension  
11 and debarment status at <https://sam.gov/SAM/>.

12 ///

13 7.2 **Property of County.** Contractor agrees to take reasonable and prudent steps to  
14 ensure the security of any and all said hardware and software provided to it by County under  
15 this Agreement, to maintain replacement-value insurance coverages on said hardware and  
16 software of like kind and quality approved by County.

17 All purchases over Five Thousand Dollars (\$5,000) made during the life of this Agreement  
18 that will outlive the life of this Agreement shall be identified as fixed assets with an assigned  
19 Fresno County Department of Public Health (DPH) Accounting Inventory Number. These fixed  
20 assets shall be retained by County, as County property, in the event this Agreement is  
21 terminated or upon expiration of this Agreement. Contractor agrees to participate in an annual  
22 inventory of all County fixed assets and shall be physically present when fixed assets are  
23 returned to County possession at the termination or expiration of this Agreement. Contractor is  
24 responsible for returning to County all County owned fixed assets upon the expiration or  
25 termination of this Agreement.

26 7.3 **Prohibition on Publicity.** None of the funds, materials, property or services  
27 provided directly or indirectly under this Agreement shall be used for Contractor's advertising,  
28 fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the

1 purpose of self-promotion. Notwithstanding the above, publicity of the services described in  
2 Paragraph One (1) of this Agreement shall be allowed as necessary to raise public awareness  
3 about the availability of such specific services when approved in advance by the County's DPH  
4 Director or designee for such items as written/printed materials, the use of media (i.e., radio,  
5 television, newspapers) and any other related expense(s).

6       **7.4 Conflict of Interest.** No officer, employee or agent of the County who exercises any  
7 function or responsibility for planning and carrying out of the services provided under this  
8 Agreement shall have any direct or indirect personal financial interest in this Agreement. In  
9 addition, no employee of the County shall be employed by the Contractor under this Agreement  
10 to fulfill any contractual obligations with the County. Contractor shall comply with all Federal,  
11 State of California and local conflict of interest laws, statutes and regulations, which shall be  
12 applicable to all parties and beneficiaries under this Agreement and any officer, employee or  
13 agent of the County.

14       **7.5 Change of Leadership/Management.** In the event of any change in the status of  
15 Contractor's leadership or management, Contractor shall provide written notice to County within  
16 thirty (30) days from the date of change. Such notification shall include any new leader or  
17 manager's name, address and qualifications. "Leadership or management" shall include any  
18 employee, member, or owner of Contractor who either a) directs individuals providing services  
19 pursuant to this Agreement, b) exercises control over the manner in which services are  
20 provided, or c) has authority over Contractor's finances.

21       **7.6 Lobbying Activity.** None of the funds provided under this Agreement shall be used  
22 for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending  
23 in the Congress of the United States of America or the Legislature of the State of California.

24       **7.7 State Energy Conservation.** Contractor must comply with the mandatory standards  
25 and policies relating to energy efficiency, which are contained in the State Energy Conservation  
26 Plan issued in compliance with 42 United States (US) Code sections 6321, et. seq.

27       **7.8 Clean Air and Water.** In the event the funding under this Agreement exceeds One  
28 Hundred Fifty Thousand and No/100 Dollars (\$150,000), Contractor shall comply with all

1 applicable standards, orders or requirements issued under the Clean Air Act contained in 42  
2 U.S. Code 7601 et seq; the Clean Water Act contained in U.S. Code 1368 et seq.; and any  
3 standards, laws and regulations, promulgated thereunder. Under these laws and regulations,  
4 CONTRACTOR shall assure:

5 (A) No facility shall be utilized in the performance of the Agreement that has been  
6 listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

7 (B) County shall be notified prior to execution of this Agreement of the receipt of any  
8 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a  
9 facility to be utilized in the performance of this Agreement is under consideration to be  
10 listed on the EPA list of Violating Facilities;

11 (C) County and U.S. EPA shall be notified about any known violation of the above  
12 laws and regulations; and,

13 (D) This assurance shall be included in every nonexempt subgrant, contract, or  
14 subcontract.

15 **7.9 Audits and Inspections.** The Contractor shall at any time during business hours,  
16 and as often as the County may deem necessary, make available to the County for examination  
17 all of its records and data with respect to the matters covered by this Agreement. The  
18 Contractor shall, upon request by the County, permit the County to audit and inspect all of such  
19 records and data necessary to ensure Contractor's compliance with the terms of this  
20 Agreement.

21 If this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to  
22 the examination and audit of the California State Auditor for a period of three (3) years after final  
23 payment under contract (Government Code Section 8546.7).

24 In addition, Contractor shall cooperate and participate with County's fiscal review process  
25 and comply with all final determinations rendered by the County's fiscal review process. If  
26 County reaches an adverse decision regarding Contractor's services to consumers, it may result  
27 in the disallowance of payment for services rendered; or in additional controls to the delivery of  
28 services, or in the termination of this Agreement, at the discretion of County's DPH Director or

1 designee. If as a result of County's fiscal review process a disallowance is discovered due to  
2 Contractor's deficiency, Contractor shall be financially liable for the amount previously paid by  
3 County to Contractor and this disallowance will be adjusted from Contractor's future payments,  
4 at the discretion of County's DPH Director or designee. In addition, County shall have the sole  
5 discretion in the determination of fiscal review outcomes, decisions and actions.

6 **7.10 Single Audit Clause.**

7 (A) If Contractor expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more  
8 Federal and Federal flow-through monies, Contractor agrees to conduct an annual audit  
9 in accordance with the requirements of the Single Audit Standards as set forth in Office  
10 of Management and Budget (OMB) Title 2 of the Code of Federal Regulations, Chapter  
11 II, Part 200. Contractor shall submit said audit and management letter to County. The  
12 audit must include a statement of findings or a statement that there were no findings. If  
13 there were negative findings, Contractor must include a corrective action plan signed by  
14 an authorized individual. Contractor agrees to take action to correct any material non-  
15 compliance or weakness found as a result of such audit. Such audit shall be delivered  
16 to County's DPH Administration for review within nine (9) months of the end of any fiscal  
17 year in which funds were expended and/or received for the program. Failure to perform  
18 the requisite audit functions as required by this Agreement may result in County  
19 performing the necessary audit tasks, or at the County's option, contracting with a public  
20 accountant to perform said audit, or, may result in the inability of County to enter into  
21 future agreements with the Contractor.

22 (B) A single audit report is not applicable if all Contractor's Federal contracts do not  
23 exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or  
24 Contractor's federal funding is through Drug Medi-Cal.  
25  
26  
27  
28

1 **Article 8**

2 **Confidentiality**

3 8.1 **Confidentiality.** All services performed by the Contractor under this Agreement  
4 shall be in strict conformance with all applicable Federal, State of California and/or local laws  
5 and regulations relating to confidentiality.

6 **Article 9**

7 **Information Privacy and Security Requirements**

8 9.1 The Contractor shall comply with all the Information Privacy and Security  
9 Requirements in Exhibit E to this Agreement.

10 **Article 10**

11 **Independent Contractor**

12 10.1 **Status.** In performing under this Agreement, the Contractor, including its officers,  
13 agents, employees, and volunteers, is at all times acting and performing as an independent  
14 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
15 venturer, partner, or associate of the County.

16 10.2 **Verifying Performance.** The County has no right to control, supervise, or direct the  
17 manner or method of the Contractor's performance under this Agreement, but the County may  
18 verify that the Contractor is performing according to the terms of this Agreement.

19 10.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no  
20 right to employment rights or benefits available to County employees. The Contractor is solely  
21 responsible for providing to its own employees all employee benefits required by law. The  
22 Contractor shall save the County harmless from all matters relating to the payment of  
23 Contractor's employees, including compliance with Social Security withholding and all related  
24 regulations.

25 10.4 **Services to Others.** The parties acknowledge that, during the term of this  
26 Agreement, the Contractor may provide services to others unrelated to the County.

1 **Article 11**

2 **Indemnity and Defense**

3 11.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the  
4 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
5 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
6 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to  
7 the performance or failure to perform by the Contractor (or any of its officers, agents,  
8 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
9 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
10 defend the County.

11 11.2 **Survival.** This Article 11 survives the termination of this Agreement.

12 **Article 12**

13 **Insurance**

14 12.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this  
15 Agreement.

16 **Article 13**

17 **Inspections, Audits, and Public Records**

18 13.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
19 the County may examine at any time during business hours and as often as the County deems  
20 necessary, all of the Contractor's records and data with respect to the matters covered by this  
21 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
22 request by the County, permit the County to audit and inspect all of such records and data to  
23 ensure the Contractor's compliance with the terms of this Agreement.

24 13.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
25 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
26 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
27 years after final payment under this Agreement. This section survives the termination of this  
28

1 Agreement. Additional Federal audit requirements may apply if any portion of the compensation  
2 to be paid by the County under this Agreement is also provided by Federal funding.

3 **13.3 Public Records.** The County is not limited in any manner with respect to its public  
4 disclosure of this Agreement or any record or data that the Contractor may provide to the  
5 County. The County's public disclosure of this Agreement or any record or data that the  
6 Contractor may provide to the County may include but is not limited to the following:

7 (A) The County may voluntarily, or upon request by any member of the public or  
8 governmental agency, disclose this Agreement to the public or such governmental  
9 agency.

10 (B) The County may voluntarily, or upon request by any member of the public or  
11 governmental agency, disclose to the public or such governmental agency any record or  
12 data that the Contractor may provide to the County, unless such disclosure is prohibited  
13 by court order.

14 (C) This Agreement, and any record or data that the Contractor may provide to the  
15 County, is subject to public disclosure under the Ralph M. Brown Act (California  
16 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

17 (D) This Agreement, and any record or data that the Contractor may provide to the  
18 County, is subject to public disclosure as a public record under the California Public  
19 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning  
20 with section 6250) ("CPRA").

21 (E) This Agreement, and any record or data that the Contractor may provide to the  
22 County, is subject to public disclosure as information concerning the conduct of the  
23 people's business of the State of California under California Constitution, Article 1,  
24 section 3, subdivision (b).

25 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
26 respect to any record or data that the Contractor may provide to the County shall be  
27 disregarded and have no effect on the County's right or duty to disclose to the public or  
28 governmental agency any such record or data.



1 “Self-Dealing Transaction Disclosure Form” (Exhibit C to this Agreement) and submitting it to  
2 the County before commencing the transaction or immediately after.

3 14.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is  
4 a party and in which one or more of its directors, as an individual, has a material financial  
5 interest.

## 6 **Article 15**

### 7 **General Terms**

8 15.1 **Modification.** Except as provided in Article 5, “Termination and Suspension,” this  
9 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
10 by both parties.

11 Notwithstanding the above, changes to object levels in the budget, attached hereto  
12 as Exhibit B, that do not exceed ten percent (10%) of the maximum compensation payable to  
13 the Contractor, may be made with the written approval of the County’s Department of Public  
14 Health Director, or designee. The ten percent (10%) budget modification maximum applies to  
15 the cumulative adjustments made through the life of the Agreement. Additionally, said budget  
16 changes shall not result in any change to the maximum compensation amount payable to  
17 Contractor, nor shall it reduce the delivery of services or significantly modify the scope of  
18 services originally intended and approved under this Agreement, as stated herein. The  
19 Contractor acknowledges that County employees have no authority to modify this Agreement  
20 except as expressly provided in this Agreement.

21 15.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
22 under this Agreement without the prior written consent of the other party.

23 15.3 **Governing Law.** The laws of the State of California govern all matters arising from  
24 or related to this Agreement.

25 15.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
26 County, California. Contractor consents to California jurisdiction for actions arising from or  
27 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
28 brought and maintained in Fresno County.

1       15.5   **Construction.** The final form of this Agreement is the result of the parties' combined  
2 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
3 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
4 against either party.

5       15.6   **Days.** Unless otherwise specified, "days" means calendar days.

6       15.7   **Headings.** The headings and section titles in this Agreement are for convenience  
7 only and are not part of this Agreement.

8       15.8   **Severability.** If anything in this Agreement is found by a court of competent  
9 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
10 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
11 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
12 intent.

13       15.9   **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
14 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
15 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
16 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
17 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
18 all applicable State of California and federal statutes and regulation.

19       15.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
20 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
21 performance of any continuing or other obligation of the Contractor and does not prohibit  
22 enforcement by the County of any obligation on any other occasion.

23       15.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
24 between the Contractor and the County with respect to the subject matter of this Agreement,  
25 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
26 publications, and understandings of any nature unless those things are expressly included in  
27 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
28 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving

1 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
2 exhibits.

3 15.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
4 create any rights or obligations for any person or entity except for the parties.

5 15.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

6 (A) The Contractor is duly authorized and empowered to sign and perform its  
7 obligations under this Agreement.

8 (B) The individual signing this Agreement on behalf of the Contractor is duly  
9 authorized to do so and his or her signature on this Agreement legally binds the  
10 Contractor to the terms of this Agreement.

11 15.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
12 electronic signature as provided in this section.

13 (A) An "electronic signature" means any symbol or process intended by an individual  
14 signing this Agreement to represent their signature, including but not limited to (1) a  
15 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
16 electronically scanned and transmitted (for example by PDF document) version of an  
17 original handwritten signature.

18 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed  
19 equivalent to a valid original handwritten signature of the person signing this Agreement  
20 for all purposes, including but not limited to evidentiary proof in any administrative or  
21 judicial proceeding, and (2) has the same force and effect as the valid original  
22 handwritten signature of that person.

23 (C) The provisions of this section satisfy the requirements of Civil Code section  
24 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
25 Part 2, Title 2.5, beginning with section 1633.1).

26 (D) Each party using a digital signature represents that it has undertaken and  
27 satisfied the requirements of Government Code section 16.5, subdivision (a),  
28

1 paragraphs (1) through (5), and agrees that each other party may rely upon that  
2 representation.

3 (E) This Agreement is not conditioned upon the parties conducting the transactions  
4 under it by electronic means and either party may sign this Agreement with an original  
5 handwritten signature.

6 15.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
7 original, and all of which together constitute this Agreement.

8 [SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 BLACK Wellness & Prosperity Center COUNTY OF FRESNO  
3

4 *Shantay R. Davies-Balch*  
5 Shantay R. Davies-Balch, President and CEO *Saf Quintero*  
6 1133 S Street Saf Quintero, Chairman of the Board of  
7 Fresno, CA 93721 Supervisors of the County of Fresno

**Attest:**  
Bernice Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

9  
10 By: *Hanan M*  
Deputy

11 For accounting use only:

12 Org No.: 56201700  
13 Account No.: 7295  
14 Fund No.: 0001  
15 Subclass No.: 10000  
16  
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19  
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21  
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# Exhibit A

## Scope of Services

### Black Infant Health Program

The BIH Program is a specialized CDPH MCAH program under the local MCAH system and helps to address MCAH SOW - Women/Maternal Domain: Focus Areas 1-5: Ensure women in California are healthy before, during and after pregnancy. Perinatal/Infant Domain: Ensure all infants are born healthy and thrive in their first year of life. Focus Area 2: Reduce infant mortality with a focus on reducing disparities. The goals in this SOW incorporate local problems identified by the Local Health Jurisdiction's (LHJs') 5-Year Needs Assessments and reflect the Title V priorities of the MCAH Division.

All BIH sites are required to comply with BIH Policy and Procedures (P&P) and the MCAH Fiscal Policy and Procedures Manual <https://www.cdph.ca.gov/Programs/CFH/DMCAH/Pages/Fiscal-Documents.aspx> in their entirety. In addition, all BIH Sites shall work towards maintaining group model fidelity by adhering to the policies and procedures, delivering services as intended, implementing strategies to maximize participant retention, fulfilling all deliverables, attending required meetings and trainings, and completing other MCAH-BIH reports as required.

The CDPH Maternal, Child and Adolescent Health (MCAH) Division places a high priority on outcomes that disproportionately impact the Black Birthing community in California due to systemic racism. The BIH site agrees to implement all activities in this Scope of Work (SOW). Central to the efforts in reducing these disparities, listed below are the goals that are the hallmark of the program:

1. Improve infant and maternal health of Black Birthing People by promoting health knowledge and healthy behaviors
2. Increase the ability of Black Birthing People to develop effective stress reduction strategies
3. Decrease Black-White health disparities and social inequities for Black Birthing People and infants
4. Empower Black Birthing People and build resiliency
5. Promote social support and healthy relationships
6. Connect Black Birthing People with services
7. Engage the community to support Black Birthing families' health and well-being with education and outreach efforts

## Exhibit A

1 To achieve these goals, the BIH Program is a client-centered, strength-based group intervention with  
2 complementary life planning and case management that embraces the life course perspective and  
3 promotes social support, empowerment, skill building, stress reduction and goal setting. Each BIH Site  
4 shall also make all efforts to implement the program with fidelity, collect, and enter participant and  
5 program data into the electronic Efforts to Outcomes (ETO) data system and engage community partner  
6 agencies. **The number of participated contracted to serve will be 50.**

7  
8 Per the BIH P&P, the following criteria applies to participants enrolled in the Case Management-Only  
9 intervention:

10 Eligibility:

- 11 • Black or Black Ancestry
- 12 • 16 years of age or older
- 13 • Pregnant through 6 months postpartum

14 Services:

- 15 • For those 18 years of age and older, they are offered BIH Group model services before  
16 consenting to the BIH CM Only Intervention.
- 17 • Has been provided with her rights and responsibilities for program participation, completed  
18 Assessment 1 or postpartum entry assessment, documentation of a case management interaction,  
19 received 1 referral for services.
- 20 • May receive services until infant is 1 year of age.

21 Contained within the BIH SOW, under the Measures (Process and Outcome) cells, there are Source Keys  
22 that are designed to provide a reference for reporting purposes. The “E” Source Key refers to information  
23 that is based on participant-level program data included and maintained in ETO. The “N” “Source Key  
24 refers to narrative information provided in quarterly reports or site surveys.

25 It is the responsibility of the LHJ to meet the goals and objectives of this SOW. Agencies that enter into  
26 agreement with the division to provide MCAH-related services, and accept the division funding, are  
27 legally required to provide the full level of services, outlined in the program SOW, regardless of the  
28 proportion of funding provided by the division. The LHJ shall strive to develop systems that protect and

## Exhibit A

1 improve the health of California’s women of reproductive age, infants, children, adolescents, and their  
2 families. All sites should have policies that facilitate the promotion of health equity.

3  
4 **It is the responsibility of an LHJ to solicit technical assistance and guidance from MCAH if**  
5 **performance issues arise. If a program does not meet the goals and objectives outlined in this SOW**  
6 **and the implementation measures for accountability, and if the tier compliance standards are not**  
7 **met in a timely manner, the LHJ may be placed on a Corrective Action Plan (CAP). After**  
8 **implementation of the CAP, if the LHJ does not demonstrate substantial growth, or fails to**  
9 **successfully meet the goals and objectives of this SOW, MCAH may temporarily withhold cash**  
10 **payment pending correction of the deficiency; disallowing all or part of the cost of the activity or**  
11 **action out of compliance; wholly or partly suspending or terminating the award; or withholding**  
12 **further awards.” Continued participation in the BIH program beyond the current fiscal year is also**  
13 **subject to successful performance in meeting caseload requirements and implementing the agreed**  
14 **upon activities.**

15  
16 The development of this SOW is a collaborative process with BIH Program Coordinators and was guided  
17 by several public health frameworks including the Ten Essential Services of Public Health and the three  
18 (3) core functions of assessment, policy development, and assurance; the Spectrum of Prevention; the Life  
19 Course Perspective; the Social-Ecological Model, and the Social Determinants of Health. Please consider  
20 integrating these approaches when conceptualizing and organizing local program, policy, and evaluation  
21 efforts.

- 22 ○ The Ten Essential Services of Public Health and Toolkit
- 23 ○ The Spectrum of Prevention
- 24 ○ Life Course Perspective AMCHP
- 25 ○ Social Determinants of Health
- The Social-Ecological Model
- Strengthening Families

## Exhibit A

Part II: Black Infant Health (BIH) Program

**Goal 1: BIH local staff will assure program implementation, staff competency, data management, and maintain program fidelity and fiscal management to administer the program as required by the Program’s Policy and Procedures (P&P’s) and Scope of Work (SOW) guidelines. Local staff will also support, as their capacity allows, activities related to the revisions of the BIH model.**

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 (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<b>IMPLEMENTATION</b>			
<b>1.1</b> Recruit, hire and maintain staff that reflect the community being served to implement a BIH Program that is relevant to the cultural heritage of Black Birthing People, and the community.	<b>1.1</b> Maintain culturally competent staff to perform program services that honors the unique history/traditions of Black Birthing People as outlined in the P& P. At a minimum, the following key staffing roles are required: 1.0 FTE BIH Coordinator 3.0 FTE Health Education Specialist (HES)/Family Health Advocates (FHA)/Group Facilitators (GF) based on MCAH-BIH designated tier level.	<b>1.1</b> Describe process of recruiting and hiring staff at each site that are filled by personnel reflective of the community being served that meet qualifications in the P&P. Include duty statements of all staff with submission of AFA packet. Submission of all staff changes per guidelines outlined in BIH P&P.	<b>1.1</b> Percent of key staffing roles at site filled by personnel who meet qualifications in the P&P. (N) Percent of direct contact roles that reflect the population being served. (N)

## Exhibit A

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 (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	1.0 FTE Health Education Assistant (HEA)/Community Outreach Liaison (COL) 1.0 FTE Data Entry Utilization of a staff-hiring plan.		
<b>TRAINING</b> <b>1.2</b> All BIH staff will maintain and increase staff competency.	<b>1.2</b> Develop a plan to assess the ability of staff to effectively perform their assigned tasks, including regular observations of group facilitators. Identify staff training needs and ensure those needs are met, notifying MCAH of any training needs. Ensure that all key BIH staff participates in on-going training or educational opportunities designed to enhance cultural sensitivity and responsiveness through webinars, trainings and/or conferences. Ensure that all new and key BIH staff attend the Annual MCAH	<b>1.2</b> List new staff training activities in quarterly report. (N) Describe improved staff performance and confidence in implementing the program model due to participating in staff development activities and/or trainings. (N) List gaps in staff development and training in quarterly report. (N) Describe plan to ensure that staff development	<b>1.2</b> Maintain records of staff attendance at trainings. (N) Number of trainings and conferences (both state and local) attended by staff during FY 2022-23. (N) Completion of at least two (2) group observation feedback forms by the BIH Coordinator for every pair of group

## Exhibit A

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 (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>Sudden Infant Death Syndrome (SIDS) Conference to receive the latest AAP guidelines on infant safe sleep practices and SIDS risk reduction strategies.</p> <p>Establish local SIDS collaborative workgroups with community partners to enhance awareness of Black SIDS rates and to develop SIDS risk reduction strategies.</p> <p>Require that all key BIH staff (i.e., BIH Coordinator, and ALL direct service staff) attend mandatory MCAH Division-sponsored in-person or virtual trainings, conference calls, meetings and/or conferences as scheduled by MCAH Division.</p> <p>Quarter 1: Annual 2-day Basic Training Annual COL Meeting</p> <p>Quarter 2:</p>	<p>needs are met in quarterly report. (N)</p> <p>Describe how cultural sensitivity training has enhanced LHJ staff knowledge and how that knowledge is applied. (N)</p> <p>Describe how staff utilized information from the MCAH SIDS conference with participants.</p> <p>Document strategies and action plans related to SIDS risk reduction strategies developed from SIDS collaborative workgroup meetings.</p> <p>Recommend training topic suggestions for statewide meetings. (N)</p>	<p>facilitators during FY 2022-23. (E)</p>

## Exhibit A

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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 (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	Annual Advanced FHA/GF Meeting Quarter 3: Annual MHP/Public Health Nurse (PHN) Meeting Quarter 4: Annual Coordinator Meeting Annual 2-day Statewide Meeting Ensure that the BIH Coordinator and all direct service staff attend mandatory MCAH Division-sponsored training(s) prior to implementing the BIH Program. 2-day Abbreviated Training – scheduled by MCAH based on LHJ needs. 2-day Basic Training Quarter 1 Ensure that the BIH Coordinator and/or MCAH Director perform regular observations of GFs and assessments of FHAs, MHPs and/or PHNs case management activities.		

## Exhibit A

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 (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p><b>DATA COLLECTION AND ENTRY</b></p> <p><b>1.3</b> All BIH participant program information and outcome data will be collected and entered timely and accurately using BIH required forms at required intervals.</p>	<p><b>1.3</b> Ensure that all direct service staff participate in data collection, data entry, data quality improvement, and use of data collection software determined by MCAH. Ensure that all subcontractor agencies providing direct service enter data in the ETO as determined by MCAH. Ensure accuracy and completeness of data input into ETO system. Ensure that all staff receives updates about changes in ETO and forms. Ensure that a selected staff member with advanced knowledge of the BIH Program, data collection, and ETO is selected as the BIH Site’s Data Entry lead and</p>	<p><b>1.3</b> Review ETO and other data reports, discuss during calls with BIH State Team. Enter all data into ETO within ten (10) working days of collection. Review of the BIH Data Collection Manual by all staff. Completion of ETO training by all staff. Participation in periodic MCAH-Data calls. Read data alerts or other data guidance sent via email or posted on SharePoint.</p>	<p><b>1.3</b> Number and percent of required forms that were entered within ten (10) days of collection. (E) <i>BIH PA: Timeliness of data entry</i> report Maintain records of the four chart audits conducted in FY (N).</p>

## Exhibit A

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 (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>participates in all data and evaluation calls.</p> <p>Accurately and completely collect required participant information as outlined in the data collection manual, with timely data input into the appropriate data system(s).</p> <p>Work with MCAH to ensure proper and continuous operation of the MCAH-BIH- ETO.</p> <p>Store Participant level Data forms on paper or scanned copies per security guidelines in P&amp;P for a minimum of four years (prior three years plus current FY).</p> <p>Define a data entry schedule for staff and monitor for adherence.</p> <p>Ensure that all staff that collect data and enter data into the BIH data system have completed the ETO training video series available in the BIH SharePoint site.</p>	<p>Participation in role-specific trainings for the Data Entry Lead.</p> <p>Review of MCAH and ETO data quality reports by the BIH Coordinator and Data Entry staff on a regular basis.</p> <p>The Coordinator and Data Entry lead conduct and report on audits of recruitment, enrollment, and service delivery paper forms against ETO reports <i>once every quarter</i>. Audit sample must include at least 10% of recruitment records and 10% of enrollment records and should include all staff collecting data. The audits should verify that the data in the paper forms</p>	

## Exhibit A

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 (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	Ensure that all staff that have ETO access are currently in the SharePoint roster by completing the Quarterly Roster Assessment.	matches the information in ETO for that sample.	
<b>OUTREACH</b> <b>1.4</b> All BIH LHJs will increase and expand community awareness of BIH by collaborating with other BIH counties and individually as a county on communication outreach activities, including the use of social media.	<b>1.4</b> All BIH LHJs will conduct outreach activities and build collaborative relationships with local Women, Infants, and Children (WIC) providers, Comprehensive Perinatal Services Program (CPSP) Perinatal Service Coordinators, social service providers, health care providers, the Faith-based community, and other community-based partners and individuals to increase and maximize awareness opportunities to ensure that eligible women are referred to BIH.  All BIH LHJs will establish referral mechanisms that will	<b>1.4</b> Describe the types of community partner agencies contacted by LHJ staff. (N) Describe outreach activities performed to reach target population. (N) Describe deviations in outreach activities, noting changes from local recruitment plan. (N) Document type, frequency and number of social media activities conducted on the BIH Primary Contact Table and submit	<b>1.4</b> Total number (overall and by type) of outreach activities completed by all staff during FY 2022-23. (N)

## Exhibit A

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 (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>facilitate reciprocity with partner agencies as appropriate.</p> <p>At a minimum, all BIH LHJs will utilize social media campaigns developed by MCAH to increase community awareness while conducting outreach activities.</p>	with Quarterly and Annual Report. (N)	
	<p>Develop and implement a Participant Recruitment Plan (standardized intake process) according to the target population and eligibility guidelines in MCAH-BIH P&amp;P and submit upon request.</p> <p>Site uses social media strategies (Facebook, Twitter, Instagram) for distribution of BIH materials, community events, engagement of former and current participants.</p> <p>Staff will complete a recruitment for all people recruited and referred to the Program.</p>	Track and document progress in meeting goals of the Participant Recruitment Plan, review annually and update as needed.	Number and percent of recruited and referred women that were eligible for Case Management (based on age and pregnancy status) based on their recruitment date, in FY 2022-23. (E) BIH PA: Recruitment during a specified time period report.

## Exhibit A

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 (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p><b>PARTICIPANT REFERRAL</b></p> <p><b>1.5</b> All BIH LHJs will establish a network of referral partners.</p>	<p><b>1.5</b> Develop collaborative relationships with local Medi-Cal Managed Care, Commercial Health Plans, WIC, and local agencies in the community that provide services to Black Birthing People and children, to establish strong resource linkages for recruitment of potential participants and for referrals of active participants.  Provide referrals to other County of Fresno MCAH programs for women who cannot participate in group intervention sessions.</p>	<p><b>1.5</b> Describe process for ensuring that referral partner agencies are referring eligible women to BIH in quarterly reports and during technical assistance calls. (N)</p>	<p><b>1.5</b> Total number of service providers that made referrals to the BIH Program in FY 2022-23. (E) BIH PA: Recruitment during a specified time period report.</p>
<p><b>PARTICIPANT ENROLLMENT</b></p> <p><b>1.6</b> All participants enrolled in the BIH group model will be Black or Black Ancestry</p>	<p><b>1.6</b> Enroll women that are Black or Black Ancestry.  Enroll women that will participate in the group intervention.</p>	<p><b>1.6</b> Visual inspection of all recruitment eligibility fields on incoming referral forms for completeness.</p>	<p><b>1.6</b> Number and percent of participants that agree to enroll among those recruited and</p>

## Exhibit A

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 (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>All participants will be enrolled during pregnancy or postpartum.</p> <p>All participants will receive a rights and responsibilities (Consent) form and provide signed or verbal acknowledgement.</p> <p>All women will participate in virtual or in-person prenatal and/or postpartum group intervention.</p> <p>Participants may receive services until infant is 1 year of age.</p>		<p>Inclusion of eligibility criteria with materials used for referral and recruitment.</p>	<p>eligible in FY 2022-23. BIH PP: Recruitment and enrollment report</p> <p>Number and percent that has a recruitment and a rights and responsibilities (consent) touchpoint in ETO in FY 2022-23. (E) BIH PP: Recruitment and enrollment report</p>
<p><b>PROGRAM PARTICIPATION</b></p> <p><b>1.7.1</b></p> <p>All women will participate in a prenatal or postpartum group.</p> <p>All women will participate in a group within 30-45 days of enrollment.</p> <p>All groups will be implemented according to the 10-group</p>	<p><b>1.7.1</b></p> <p>Assign participants to a prenatal or postpartum group as part of enrollment process.</p> <p>Schedule groups to allow participants to attend within 30-45 days of enrollment.</p> <p>Enroll participants in a group within 45 days of enrollment</p>	<p><b>1.7.1</b></p> <p>Describe barriers, challenges, and successes of enrolling women in a group within 30-45 days of first successful contact during technical assistance calls. (N)</p>	<p><b>1.7.1</b></p> <p>Number and percent of enrolled women who attended a prenatal group session within 30- 45 days of enrollment.</p> <p>(E) – BIH PP: Group Dose Report</p>

## Exhibit A

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 (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
intervention model as specified in the P&P. (see 1.9.3)	Begin groups with the minimum required number of participants per the BIH P&P.	Describe barriers, challenges, and successes of beginning groups with the minimum required number of participants during technical assistance calls. (N)	Percent of prenatal group sessions in a series that were attended by at least 5 participants. (E) - BIH PP: Group Attendance by Session
<p><b>1.7.2a</b></p> <p>All BIH participants (enrolled in BIH Group) will receive an assessment #1 or postpartum entry assessment and will attend at least one group to be considered <i>active</i> and will receive other services to be considered <i>served</i>: subsequent group sessions, life planning, referrals, birth plan, EPDS, or safety checklist during the FY.</p> <p>All BIH participants (enrolled in BIH Group) will receive at least one case conference.</p>	<p><b>1.7.2a</b></p> <p>Assign participants to an FHA as part of enrollment process.</p> <p>Conduct services that align with Life Plan activities (goal setting).</p> <p>Collect completed self-assessment administered scaled questions as described in P&amp;P.</p> <p>Collect the required number of assessments per timeframe outlined in P&amp;P.</p> <p>Develop and implement a Life Plan based on goal setting during Life Planning meetings for each BIH participant; complete all</p>	<p><b>1.7.2a</b></p> <p>Collect and record service delivery activities for enrolled women into ETO. Describe successes and/or challenges in assisting participants with setting short and long-term goals during Life Planning meetings. (N)</p> <p>Describe program improvements resulting from participant satisfaction survey</p>	<p><b>1.7.2a</b></p> <p>Number and percent of active participants that are served during the FY 22-23(E). BIH PP: Served during a specified timeframe – Group NEW Note: If not all active appear as served provide a narrative of why this is the case is needed.</p> <p>Number and percent of enrolled women who received at least</p>

## Exhibit A

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 (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>All BIH participants (enrolled in BIH Group) will receive door-to-door transportation assistance as needed to attend group sessions and Life Planning meetings.</p> <p>All BIH locations will include a space dedicated for Child Watch during group sessions.</p> <p>All group sessions will include full meals for participants.</p> <p>All BIH active participants will be provided with necessary tools for participation in virtual services as necessary.</p>	<p>prenatal and postpartum assessments; provide ongoing identification of her specific concerns/needs and referral to services outside of BIH as needed based on Life Planning meetings.</p> <p>Ensure participant referrals are generated and completed for all services identified.</p> <p>Ensure participants have access to transportation assistance via Uber/Lyft or other door-to-door services to attend group sessions and Life Planning meetings.</p> <p>Ensure location of group services have dedicated child watch staff and space when group sessions are conducted.</p> <p>Ensure participants have access to necessary tools to participate in virtual services.</p> <p>Conduct participant dismissal activities.</p>	<p>findings at least quarterly. (N)</p>	<p>one case conference at any point in their participation- (E) BIH PA Case Conferences</p> <p>Number and percent of enrolled women who have a known referral status for every documented referral at time of exit from the program (among women dismissed from BIH). (E) BIH PA: Referral Status Report NEW</p> <p>Number and percent of enrolled women who have been dismissed from BIH with a completed participant satisfaction survey during the FY. (E)</p>

## Exhibit A

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 (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>Conduct participant satisfaction surveys.</p> <p>Submit complete and accurate reports in the timeframe specified by MCAH.</p>		BIH PP: Participant Satisfaction Report
<p><b>1.7.2b</b></p> <p>Case Management participants will receive BIH Case Management support as defined in the P&amp;P.</p> <p>All BIH participants (enrolled in BIH Case Management) will receive an assessment #1 or postpartum entry assessment to be considered <i>active</i> and will receive at least one other service to be considered <i>served</i>: case management meetings, referrals, birth plan, EPDS, or safety checklist during the FY.</p>	<p><b>1.7.2b</b></p> <p>Assign participants to an FHA, MHP and/or PHN as part of enrollment process.</p> <p>Conduct case management services that align with identified needs of each participant.</p> <p>Collect required assessments per timeframe outlined in P&amp;P.</p> <p>Develop and implement a Care Plan based on participant needs during case management meetings for each BIH participant; complete all prenatal and postpartum assessments; provide ongoing identification of her specific concerns/needs and referral to services outside of BIH as needed</p>	<p><b>1.7.2b</b></p> <p>Collect and record service delivery activities for enrolled women into ETO.</p> <p>Describe program improvements resulting from participant satisfaction survey findings at least quarterly. (N)</p>	<p><b>1.7.2b</b></p> <p>Number and percent of active participants that are served during the FY (E). BIH PP: Served during a specified timeframe – CM Note: If not all active appear as served provide a narrative of why this is the case is needed.</p> <p>Number and percent of enrolled women who received at least one case conference - (E) BIH PA Case Conferences</p>

## Exhibit A

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 (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	based on case management meetings. Ensure participant referrals are generated and completed for all services identified. Conduct participant dismissal activities. Conduct participant satisfaction surveys. Submit complete and accurate reports in the timeframe specified by MCAH. BIH Case Management support will be provided until the child turns one year of age.		
<b>1.7.3</b> BIH Participants enrolled in the Case Management only intervention are not required to attend BIH group sessions.	<b>1.7.3</b> Schedule case management meetings per guidance in the BIH P&P. Participants enrolled in the BIH Case Management only intervention may switch to the BIH	<b>1.7.3</b> Describe participant successes or challenges with completing case management services.	<b>1.7.3</b> Number and percent of enrolled women who complete case management meetings at the P&P-

## Exhibit A

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 (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	Group model on a case-by-case basis.		designated time intervals. (E)
<b>PARTICIPANT RETENTION</b> <b>1.7.4</b> BIH Subcontractor, under the guidance and leadership of the Fresno County BIH Coordinator will ensure that participant retention strategies are in place.	<b>1.7.4</b> Discuss and develop participant retention strategies during team meetings. Plan participant retention strategies as they relate to program implementation components (outreach/recruitment, enrollment, Life Planning, group sessions, program completion). Ensure participants have access to transportation assistance via Uber/Lyft or other door-to-door services to attend group sessions and Life Planning meetings. Ensure location of group services is accessible, culturally affirming, and have dedicated child watch	<b>1.7.4</b> Discuss participant retention strategies during technical assistance calls. (N) Review participant retention strategies quarterly and update as needed. (N) Document participant retention strategies in ETO and in Quarterly Reports. (E/N) Submit participant retention strategy successes and challenges with Annual Report. (N)	<b>1.7.4</b> Submit Participant Retention Strategies with Quarterly and Annual Report. (N)

## Exhibit A

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 (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>staff and space when group sessions are conducted.</p> <p>Ensure participants have access to necessary tools to participate in virtual services.</p> <p>Designated staff will conduct participant satisfaction surveys after group sessions and at program completion to obtain feedback related to improvement of retention strategies.</p> <p>Ensure group motivators including but not limited to gift cards, pack and plays, items to support fitness, infant feeding supplies, breastfeeding supplies, diapers, etc. are provided to program participants.</p> <p>Ensure full meals are provided at each in-person group session.</p>		

**Goal 2: Engage the Black or Black Ancestry community to support Black Birthing families' health and well-being with education and outreach efforts.**

## Exhibit A

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 (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p><b>2.1</b></p> <p>BIH COL will increase information sharing with other local agencies providing services to Black Birthing People and children in the community and establish a clear point of contact.</p>	<p><b>2.1</b></p> <p>Develop a clear point(s) of contact with collaborating community agencies on a regular basis as it relates to outreach, enrollment, referrals, care coordination, etc.</p> <p>Assess referrals from partner agencies to determine enrollment points of entry quarterly.</p>	<p><b>2.1</b></p> <p>Enter all outreach activities in the Community Contacts Log in ETO.</p> <p>Maintain current lists of community providers and Service Provider details in ETO.</p> <p>Describe materials used to inform community partners about BIH. (N)</p> <p>List and describe barriers, challenges and/or successes related to establishing community partnerships and point(s) of contact at least quarterly. (N)</p>	<p><b>2.1</b></p> <p>Number of agencies where the COL has a documented point(s) of contact and with whom information is regularly exchanged. (N)</p> <p>Total number of agencies with outreach records during FY 2022-23. (N)</p>

**Goal 3: To educate the public about the factors leading to the disparities in Black maternal and infant birth outcomes by providing consistent and culturally responsive information, and promoting enrollment in the California Department of Public Health - Black Infant Health Program (CDPH-BIH).**

Objectives	Activity	Evaluation/Deliverables
3.1	3.1	3.1

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Objectives	Activity	Evaluation/Deliverables
<p>Create and/or maintain a statewide public awareness campaign to inform the State about Black or Black Ancestry birth outcome inequities and/or the root causes of these inequities.</p>	<p>Develop public awareness materials that are focus tested with targeted community.</p>	<p>Provide a report that describes outreach engagement plan in the community.</p> <p>Share ongoing progress in developing/maintaining the campaign during quarterly BIH Statewide Media Campaign meetings/reports.</p> <p>LHJ Program Coordinator to review all staff/contractor/subcontractor deliverables and methodologies to ensure materials:</p> <ul style="list-style-type: none"> <li>honor the unique history/traditions of people of Black or Black Ancestry descent</li> <li>reflect/include the targeted community</li> <li>are culturally responsive and engaging</li> <li>applicable to all Black birthing people, regardless of enrollment status in the CDPH- BIH program</li> </ul> <p>LHJ to share final campaign deliverables and methodologies with the State for final review and approval.</p>
<p><b>3.2</b> Hire and maintain culturally competent staff/contractors/subcontractors to develop campaign materials that are</p>	<p><b>3.2</b> Maintain culturally competent staff/contractors/subcontractors to perform media campaign services that</p>	<p><b>3.2</b> Describe process of recruiting and hiring staff/contractors/subcontractors.</p>

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Objectives	Activity	Evaluation/Deliverables
relevant and respectful to the cultural heritage of Black or Black Ancestry women and the community.	honors the unique history/traditions of people of Black or Black Ancestry descent	Include resumes of staff/contractors/subcontractors with submission of AFA packet. Submit all staff/contractor/subcontractor changes to the State for review



**BWPC  
BIH Budget/Invoice Template**

Submit to FCDPH BIH Program at:

Remit to: BLACK Wellness & Prosperit  
ATTN: Shantay R. Davies-Ba  
1133 S Street  
Fresno, CA 93721

PERSONNEL	NO. OF STAFF	FTE	Amt	Budget		ADMINISTRATION			IMPLEMENTATION			EDUCATION/OUTREACH			INVOICE TOTAL		Combined Total
				Budget	Balance			Subtotal			Subtotal			Subtotal	TOTAL	TOTAL	
President & CEO	1	0.10	779.20	\$ 5,208	\$ 5,208			\$ -			\$ -			\$ -			
Executive Project Manager	1	0.10	75,000.00	\$ 3,125	\$ 3,125			\$ -			\$ -			\$ -			
Admin Assistant	1	0.05	41,600.00	\$ 867	\$ 867			\$ -			\$ -			\$ -			
Marketing Coordinator	1	0.25	65,000.00	\$ 6,771	\$ 6,771			\$ -			\$ -			\$ -			
Program Coordinator	1	1.00	65,000.00	\$ 27,083	\$ 27,083			\$ -			\$ -			\$ -			
Data Analyst	1	0.38	58,240.00	\$ 9,221	\$ 9,221			\$ -			\$ -			\$ -			
FHA (to be filled)	3	3.00	58,240.00	\$ 72,800	\$ 72,800												
HEA (to be filled)	1	1.00	52,000.00	\$ 21,667	\$ 21,667												
Nurse (to be filled)	1	0.25	3,380.00	\$ 7,813	\$ 7,813												
<i>Total FTEs</i>		<i>6.13</i>															
<b>Personnel Sub-Total</b>				<b>\$ 154,555</b>	<b>\$ 154,555</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<i>Fringe @ 25%</i>				<b>\$ 38,639</b>	<b>\$ 38,639</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL PERSONNEL</b>				<b>\$ 193,193</b>	<b>\$ 193,193</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>OPERATING COSTS</b>				<b>Budget</b>	<b>Balance</b>												
<b>TRAVEL</b>																	
Mileage				\$ 1,000	\$ 1,000												
Transportation				\$ 1,000	\$ 1,000												
Gas	230	5		\$ 1,150	\$ 1,150												
Lodging				\$ 1,200	\$ 1,200												
Meals				\$ 780	\$ 780												
<b>Travel Total</b>				<b>\$ 5,130</b>	<b>\$ 5,130</b>												
<b>TRAINING</b>																	
Conferences, webinars, staff development, certifications				\$ 4,000	\$ 4,000												
<b>Training Total</b>				<b>\$ 4,000</b>	<b>\$ 4,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>OPERATING EXPENSES</b>	<b>Amt</b>	<b>Units</b>															
Rents	2534.2	5		\$ 12,671	\$ 12,671												
Utilities	250	5		\$ 1,250	\$ 1,250												
Communications	1000	5		\$ 5,000	\$ 5,000												
Office Supplies	125	5		\$ 625	\$ 625												
Printing/copying and ancillaries	500	5		\$ 2,500	\$ 2,500												
Postage				\$ 50	\$ 50												
Minor equipment				\$ 4,950	\$ 4,950												
Insurance	100	5		\$ 500	\$ 500												
Meals/Snacks-Staff Meetings	250	5		\$ 1,250	\$ 1,250												
Legal/Professional Services	1000	5		\$ 5,000	\$ 5,000												

Software/data (enhanced program fidelity and data and fiscal management)	1000	5	\$ 5,000	\$ 5,000												
Security-in person group sessions	200	20	\$ 4,000	\$ 4,000												
Outreach/Education/Community Engagement and materials	20000	5	\$ 75,000	\$ 75,000												
Other equipment			\$ 15,000	\$ 15,000												
IT equipment & ancillaries			\$ 7,500	\$ 7,500												
<b>Operating Total</b>			<b>\$ 140,296</b>	<b>\$ 140,296</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>OTHER EXPENSES</b>																
SIDS Collaborative	250	5	\$ 1,250	\$ 1,250												
Group motivators & stipends			\$ 30,000	\$ 30,000												
Transportation			\$ 2,500	\$ 2,500												
Child watch staff	225	20	\$ 4,500	\$ 4,500												
Participant /Family Meals			\$ 10,000	\$ 10,000												
<b>Other Operating Total</b>			<b>\$ 48,250</b>	<b>\$ 48,250</b>												
<b>Direct Costs</b>			<b>\$ 390,869</b>	<b>\$ 390,869</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Indirect Costs @ 15%</b>			<b>\$ 58,630</b>	<b>\$ 58,630</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Direct and Indirect</b>			<b>\$ 449,500</b>	<b>\$ 449,500</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>OTHER COSTS</b> <i>not included in indirect</i>			Budget	Balance												
<b>Subcontractors</b>																
Cultural Brokers, Inc.			\$ 4,500	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CVBNA			\$ 4,500	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Venise Curry, M.D. Psyc			\$ 1,500	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CRMC			\$ 40,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other Costs Total</b>			<b>\$ 50,500</b>	<b>\$ 50,500</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>GRAND TOTAL</b>			<b>\$ 500,000</b>		<b>County of Fresno, please pay this amount</b>											

## Exhibit C

### Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

#### Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

## Exhibit C

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	

## Exhibit D

### Insurance Requirements

#### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.

## Exhibit D

(H) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

**Definition of Cyber Risks.** "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under [identify the Article, section, or exhibit containing data security obligations] of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

### 2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6<sup>th</sup> Floor, or email, [DPHContracts@fresnocountyca.gov](mailto:DPHContracts@fresnocountyca.gov), certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County

## Exhibit D

shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
- (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

(D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

(E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that

## Exhibit D

waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

**Exhibit E**  
Information Privacy and Security Requirements

This Information Privacy and Security Requirements Exhibit (Exhibit) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health ( CDPH), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as CDPH PCI.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
  - A. Breach:  
"Breach" means:
    1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or
    2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
  - B. Confidential Information: "Confidential information" means information that:
    1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
    2. is contained in documents, files, folders, books, or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
  - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
  - D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:

**Exhibit E**  
Information Privacy and Security Requirements

- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
  2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
  3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
  4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
  5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
  6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
  7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
  2. the attempted or successful unauthorized access or disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
  3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or
  4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

**Exhibit E**  
Information Privacy and Security Requirements

- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

**Exhibit E**  
Information Privacy and Security Requirements

XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone and email** upon the discovery of a breach (as defined in this Exhibit), and **within twenty-four (24) hours by email** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;
2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them;
3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;
4. a description of the probable and proximate causes of the breach or security incident; and
5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

**Exhibit E**  
Information Privacy and Security Requirements

- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
  2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
  2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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<b>CDPH Program Contract Manager</b>	<b>CDPH Privacy Officer</b>	<b>CDPH Chief Information Security Officer</b>
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377  Email: <a href="mailto:privacy@cdph.ca.gov">privacy@cdph.ca.gov</a> Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413  Email: <a href="mailto:CDPH.InfoSecurityOffice@cdph.ca.gov">CDPH.InfoSecurityOffice@cdph.ca.gov</a> Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above.
  - A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
  - B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.
  - C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy

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Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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**Attachment 1**  
Contractor Data Security Standards

**I. Personnel Controls**

- A. *Workforce Members Training and Confidentiality.*** Before being allowed access to CDPH PCI, all Contractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.
- B. *Workforce Members Discipline.*** Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.
- C. *Workforce Member Assessment.*** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its workforce member may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

**II. Technical Security Controls**

- A. *Encryption.*** All desktop computers, mobile computing devices, and portable electronic storage media that processes or stores CDPH PCI must be encrypted using a FIPS 140-2 certified 128 bit or higher algorithm. The encryption solution must be full disk unless approved by the CDPH Information Security Office (ISO) and Privacy Office (PO). FIPS 140-2 certified 128 bit or higher algorithm end-to-end, individual file encryption, or ISO approved compensating security controls, shall be used to protect CDPH PCI transmitted or accessed outside the Contractor's secure internal network (e.g., email, remote access, file transfer, internet/website communication tools).
- B. *Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.
- D. *Antivirus software.*** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.
- E. *Patch Management.*** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch;

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all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.

- F. *User Identification and Access Control.*** All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. The unique ID may be passwords, physical authenticators, or biometrics, or in the case of multi-factor authentication, some combination thereof. Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID's must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.
- G. *CDPH PCI Destruction.*** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."
- H. *System Inactivity Timeout.*** Contractor's computing devices holding, or processing CDPH PCI must be configured to automatically log-off an authenticated user or lock the device in a manner where the user must reauthenticate the user session after no more than twenty (20) minutes of user inactivity.
- I. *Warning Banners.*** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.
- J. *System Logging.*** Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for three (3) years after event occurrence. There must also be a documented and routine procedure in place to review system logs for unauthorized access.
- K. *Intrusion Detection.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

**III. Audit Controls**

- A. *System Security Review.*** Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI,

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along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.

- B. *Change Control.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

**IV. Business Continuity / Disaster Recovery Controls**

- A. *Emergency Mode Operation Plan.*** Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.
- B. *CDPH PCI Backup Plan.*** Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

**V. Paper Document Controls**

- A. *Supervision of CDPH PCI.*** CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.
- B. *Escorting Visitors.*** Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.
- C. *Removal of CDPH PCI.*** CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.
- D. *Faxing and Printing.*** Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.
- E. *Mailing.*** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.