

**STANDARD AGREEMENT AMENDMENT**

STD 213A (Rev 6/03)

Agreement No. 15-266-1

☐ Check here if additional pages are added: \_\_\_ Page(s)

Agreement Number

15-10157

Amendment Number

A01

Registration Number:

**1. This Agreement is entered into between the State Agency and Contractor named below:**

State Agency's Name

California Department of Public Health

Also known as CDPH or the State

Contractor's Name

County of Fresno

(Also referred to as Contractor)

**2. The term of this Agreement is:** July 1, 2015 through June 30, 2019**3. The maximum amount of this Agreement after this amendment is:** \$ 3,573,928 Three Million Five Hundred Seventy-Three Thousand Nine Hundred Twenty-Eight Dollars**4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:**

I. **Purpose of Amendment** – This amendment will replace Exhibit A in its entirety. Exhibit A is amended to clarify and condense the original scope of work into three main goals in order to ensure compliance with implementation and evaluation requirements of the Maternal, Infant, and Early Childhood Home Visiting Grant. Exhibit B, Budget Year 2 reflects line-item shifts and a funding decrease of \$11,428 to accommodate actual implementation of the program that was unknown at the time of original contract development.

II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

III. Exhibit B - Budget Detail and Payment Provisions, Item 4 - Amounts Payable, is revised as follows:

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

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

All other terms and conditions shall remain the same.

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

**CONTRACTOR**

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)

County of Fresno

By (Authorized Signature)



Date Signed (Do not type)

April 25, 2017

Printed Name and Title of Person Signing

Brian Pacheco, Chairman, Board of Supervisors

Address

DPH Admin, 6<sup>th</sup> Floor - Contracts  
1221 Fulton Mall, Fresno, CA 93721**STATE OF CALIFORNIA**

Agency Name

California Department of Public Health

By (Authorized Signature)



Date Signed (Do not type)

Printed Name and Title of Person Signing

Jeffrey Mapes, Chief, Contracts Management Unit

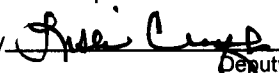
Address

1616 Capitol Avenue, Suite 74.262, MS 1802, P.O. Box 997377  
Sacramento, CA 95899-7377CALIFORNIA  
Department of General Services  
Use Only☐ Exempt per:

ATTEST:

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

By

  
Deputy

**Exhibit A**  
**Scope of Work**

**1. Service Overview**

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

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

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

**2. Service Location**

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

**3. Project Representatives**

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

<b>California Department of Public Health</b>	<b>County of Fresno</b>
Genellee Ann Paras, Interim Contract Manager	Attention: Rose Mary Rahn MCAH Director
Telephone: 916-650-0411	Telephone: (559) 600-3330
Fax: 916-650-0309	Fax: (559) 455-4705
Email: Genellee.Paras@cdph.ca.gov	Email: rrahn@co.fresno.ca.us

**Exhibit A**  
**Scope of Work**

B. Direct all inquiries to:

<b>California Department of Public Health</b>	<b>County of Fresno</b>
Title V Fiscal and Program Oversight Attention: Genellee Paras, Interim Contract Manager 1615 Capitol Avenue, Suite 73.560, MS 8305 P.O. Box 997420 Sacramento, CA 95899-7420 Telephone: (916) 650-0411 Fax: (916) 650-0309 Email: Genellee.Paras@cdph.ca.gov	Attention: Rose Mary Rahn MCAH Director  Address: P.O. Box 11867, Fresno, CA 93775  Telephone: (559) 600-3330 Fax: (559) 455-4705 Email: rrahn@co.fresno.ca.us

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

**4. Subcontracting Requirements**

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

**5. Services to be performed**

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

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

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

**Exhibit A**  
**Scope of Work**

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

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

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

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

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

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

Program Letters—Directives or clarification related to the SOW or CHVP Policies and Procedures, such as required trainings or conferences, will be communicated to the LHJ site via email or a CHVP Policy Alert Letter. For a description of required training, current schedules and dates, refer to the CHVP website:

<http://www.cdph.ca.gov/programs/mcah/Pages/HVP-HomePage.aspx>.

**Exhibit A**  
Scope of Work

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

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

**Exhibit A**  
Scope of Work

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

**Exhibit A**  
Scope of Work

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			Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
1.5	LHJ site will ensure NFP or HFA program fidelity and quality assurance.	(.1) Abide by NFP and HFA model requirements and must be implemented in accordance with the NFP 18 Model Elements or the HFA 12 Critical Elements and the HFA Best Practice Standards.	Home Visiting Program staff will maintain current affiliation and accreditation with NFP National Service Office (NSO) or HFA Prevent Child Abuse America (PCAA) National Office.	Present to CDPH-CHVP staff upon request.
1.6	The LHJ site will implement the home visiting program using current policies and procedures.	(.1) Conduct an annual review of LHJ site policies and procedures and update as needed.  (.2) Comply with CHVP Policies and Procedures as found on the CHVP website.		CDPH-CHVP staff will review LHJ site policies and procedures at site visit and upon request.
1.7	Collect participant data using HFA or NFP and CHVP-required forms and maintain current and accurate documentation. <sup>1</sup>	(.1) Develop chart documentation processes and procedures.	Home Visiting Program staff will maintain up-to-date chart documentation procedures.	CDPH-CHVP staff will review chart documentation and audit process at site visit.
		(.2) Home Visiting Program staff will implement and oversee chart audit process including review of current charts at a minimum of 3 times per year.	Home Visiting Program staff will maintain chart documentation and audit process.	

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

**Exhibit A**  
Scope of Work

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

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

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



**Exhibit A**  
**Scope of Work**

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

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

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

**Exhibit A**  
Scope of Work

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

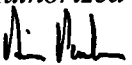
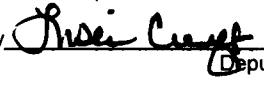
**Exhibit B, Attachment II**  
Budget  
Year 2  
(07/01/16 through 06/30/17)

<b>Personnel</b>	Original Annual Salary	<b><u>Amendment</u> Annual Salary</b>	Original FTE %	<b><u>Amendment</u> FTE %</b>	Original Annual Cost	<b><u>Amendment</u> Annual Cost</b>
Position Title/Classification						
<del>Maternal, Child and Adolescent Health Director</del>	<del>\$ 112,113</del>	<del>\$ 0</del>	15%	15%	<del>\$ 16,817</del>	<del>\$ 0</del>
Supervising Public Health Nurse	<del>\$ 96,997</del>	<b>\$ 107,056</b>	100%	100%	96,997	<b>107,056</b>
Public Health Nurse-I II	<del>\$ 57,288</del>	<b>\$ 73,008</b>	100%	100%	57,288	<b>73,008</b>
Public Health Nurse II	<del>\$ 83,642</del>	<b>\$ 87,803</b>	100%	100%	83,642	<b>87,803</b>
Public Health Nurse-I II	<del>\$ 67,433</del>	<b>\$ 73,079</b>	100%	100%	67,433	<b>73,079</b>
Public Health Nurse-I II	<del>\$ 65,390</del>	<b>\$ 70,461</b>	100%	100%	65,390	<b>70,461</b>
Office Assistant - III (In-Kind)	<del>\$ 35,487</del>	<del>\$ 0</del>	0%	<b>0%</b>	0	<b>0</b>
<b>Subtotal Personnel</b>					<b>\$ 387,567</b>	<b>\$ 411,407</b>
<b>Fringe Benefits (73.199% <u>54.3338% of Personnel</u>)</b>					<del>\$ 283,695</del>	<b>\$ 223,533</b>
(Unemployment 0.122%, OASDI 7.65%, Retirement 55.112%, Health Insurance 10.096%, Management Life & ADD 0.010% (MCAH Dir. Only), Benefits Admin. 0.209%)						
<b>Total Personnel and Fringe Benefits</b>					<b>\$ 671,262</b>	<b>\$ 634,940</b>
<b>Operating Expenses</b>						
Training (Registration fees for CHVP required and other professional development trainings and CEUs as needed when attending required & related conferences, trainings, workshops & meetings for home visiting staff. Goal 1.3 in SOW)					<del>\$ 13,000</del>	<b>\$ 20,000</b>
Telephone					1,516	1,516
<del>Household</del> <b><u>Facilities</u></b> , Building, Equipment Maintenance					920	<b>1,284</b>
Medical & Dental Supplies					3,000	<b>4,000</b>
Office Supplies					2,500	<b>4,000</b>
Postage					400	<b>500</b>
Printing					4,000	<b>4,000</b>
Rents & Leases <(5.15 FTE x \$2 per sqft x 200 sqft x 12 mos = \$24,720)					7,000	7,000
<del>Small Tools &amp; Instruments</del>					6,000	<b>0</b>
<del>Facilities</del>					364	<b>0</b>
Nurse-Family Partnership, Inc. (Affiliation with Nurse-Family Partnership, Inc. for ongoing technical assistance & program evaluation. Goal 1.5 in SOW)					46,276	<b>17,000</b>
<b><u>Minor Equipment and Software</u></b>						<b>10,440</b>
<b>Total Operating Expenses</b>					<del>\$ 51,676</del>	<b>\$ 69,740</b>
<del>TRAVEL</del> <b><u>Travel</u></b>						
(Staff travel to statewide CHVP conferences, Nurse Family Partnership trainings (1.3 in SOW), and home visits (Goals 1.1.4, 1.4, 1.5, 2, 3, 4, 5 in SOW).					<del>\$ 26,322</del>	<b>\$ 24,315</b>
<b>Total Travel Costs</b>					<del>\$ 26,322</del>	<b>\$ 24,315</b>
<b><u>Subcontracts</u></b>						
<b><u>Interpreter</u></b>						<b>\$ 1,000</b>
<b><u>(Goal 1.2.3)</u></b>						
<b>Total Subcontracts</b>						<b>\$ 1,000</b>
<b>Other Costs</b>						
Books & Publications					<del>\$ 1,000</del>	<b>\$ 7,232</b>
Promotional Items/Client Support Materials (Goals 2,3,4,5 in SOW)					2,000	<b>4,000</b>
Interpreters					4,000	<b>0</b>
<b>Total Other Costs</b>					<del>\$ 4,000</del>	<b>\$ 11,232</b>
<b>Indirect Costs (44.68% <u>15.00% of Total Direct Costs</u>)</b>					<del>\$ 110,579</del>	<b>\$ 111,184</b>
<b><u>(Indirect Costs are limited to the first \$25,000 of each subcontract)</u></b>						
<b>Total Budget</b>					<del>\$ 863,839</del>	<b>\$ 852,411</b>

CCC-307

**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i> County of Fresno		<i>Federal ID Number</i> 94-6000-512
<i>By (Authorized Signature)</i> 		ATTEST: BERNICE E. SEIDEL, Clerk Board of Supervisors
<i>Printed Name and Title of Person Signing</i> Brian Pacheco, Chairman, Board of Supervisors		By  Deputy
<i>Date Executed</i> April 25, 2017	<i>Executed in the County of</i> Fresno	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

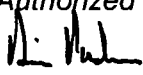
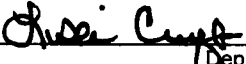
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued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

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

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

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

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		Federal ID Number  94-6000-512
Proposer/Bidder Firm Name (Printed)  County of Fresno		
By (Authorized Signature) 	ATTEST: BERNICE E. SEIDEL, Clerk Board of Supervisors By  Deputy	
Printed Name and Title of Person Signing  Brian Pacheco, Chairman, Board of Supervisors		
Date Executed  April 25, 2017	Executed in the County and State of  Fresno; California	



AGREEMENT BETWEEN THE COUNTY OF FRESNO AND THE STATE OF CALIFORNIA

No.: California Department of Public Health  
Maternal, Child and Adolescent Health Division  
California Home Visiting Program,  
Nurse Family Partnership (#15-10157, A01)

Term: July 1, 2015 – June 30, 2019

APPROVED AS TO LEGAL FORM:  
DANIEL C. CEDERBORG,  
COUNTY COUNSEL

By 

APPROVED AS TO ACCOUNTING FORM:  
OSCAR J. GARCIA, C.P.A., AUDITOR-CONTROLLER/  
TREASURER -TAX COLLECTOR

By 

REVIEWED AND RECOMMENDED FOR APPROVAL:

By 

David Pomaville  
Director  
Department of Public Health

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

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