



Contract Number

SAP Number

Department of Public Health

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Contractor	<u>California Health Collaborative</u>
Contractor Representative	<u>Monika Gracian</u>
Telephone Number	<u>909-222-4019</u>
Contract Term	<u>July 1, 2026 through June 30, 2029</u>
Original Contract Amount	<u>\$2,268,312</u>
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Total Contract Amount	<u>\$2,268,312</u>
Cost Center	<u>9300321000</u>
Grant Number (if applicable)	<u>800475</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to provide maternal and child health services in the high desert region to pregnant and parenting women who identify as Black and/or African-American, their infants from birth to 12 months, and their families within the county; and

WHEREAS, County has been allocated funds by the California Department of Public Health, Maternal, Child, and Adolescent Health Division to provide such services; and

WHEREAS, County finds California Health Collaborative (Contractor) qualified to provide Black Infant Health Services; and

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

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A. DEFINITIONS

- A.1. Black Infant Health** – A state program with the goal of improving Black infant and maternal health, as well as decreasing Black-White health inequities and social inequities by serving women who identify as Black and/or African-American who are 16 years or older, pregnant, or up to 6 months postpartum at the time of enrollment in the program.
- A.2. Black Infant Health (BIH) Group Model** – The primary service delivery method utilized by the BIH Program to help women have healthy babies. Participants learn proven strategies to reduce stress and develop life skills through a group-based approach with complementary case management. The weekly group experience builds social support, which helps buffer the negative effects of stress and empowers participants to make positive choices in their lives.

For the period of time during which it is not possible to conduct in-person group sessions with program participants due to a declared public health emergency, it is permissible to interact with participants via virtual methods or applications. Please see the definition for Virtual Interaction below.

- A.3. Black Infant Health (BIH) 1:1 Support Model** – A component of the BIH Program, which serves as a parallel track for women who are unable to attend the traditional group model. 1:1 Support Only entails development of a Life Plan, on-going assessment by program staff to measure changes in the participant's level of social support and outcomes in the program, and establishing a series of participant-driven tasks to address in order to achieve her long-term goals.

For the period of time during which it is not possible to conduct in-person case management sessions with program participants due to a declared public health emergency, it is permissible to interact with participants via virtual methods or applications. Please see the definition for Virtual Interaction below.

- A.4. Contract** – A document containing a signed agreement between two or more parties that is enforceable by law and clearly defines the responsibilities of the contractor and the Department of Public Health. The term contract includes any written agreement (contract, memorandum of understanding, purchase order, etc.) where an entity agrees to provide services for or to the County, or the County agrees to provide services to an entity.
- A.5. Department of Public Health (DPH)** – The County department that helps to prevent epidemics and the spread of disease, protect against environmental hazards, prevent injuries, promote and encourage healthy behaviors, respond to disasters and assist communities in recovery, and assure the quality and accessibility of health services throughout San Bernardino County.
- A.6. Evidence-Based Intervention** – An intervention can be considered evidence-based if it has been part of a review of evidence that has found the intervention to be "evidence-based." The evidence reviews have different criteria for qualifying an intervention as evidence-based. At a minimum, they require: 1) at least one study that evaluates the impact of the intervention 2) a study that is of high or moderate quality and 3) a favorable, statistically significant impact on the outcome measure. The quality of a study depends on its study design, among other factors. For study design, a high quality study has random or functionally random assignment of participants, such as a randomized controlled trial (RCT). A moderate quality study has a quasi-experimental design with a comparison group or a random assignment design with high attrition or reassignment of participants.
- A.7. Infant Mortality Rate (IMR)** – The number of deaths occurring before age less than 1 year per 1,000 live births.
- A.8. Life Planning** – Life planning is an activity that occurs during the case management process and identifies a BIH participant's desire for her future and clarifies goals and challenges, along with developing SMART (Specific, Measurable, Attainable, Realistic and Time-bound) tasks to move forward. The Life Planning component focuses on goals in three broad areas: (1) health, (2) relationships, and (3) finances.
- A.9. Performance Improvement Plan** – Contractor is required to meet minimum expectations as defined in the Scope of Work in order to demonstrate a stable BIH program and maximize funding levels. When an agency falls below minimum expectations, as defined in the Scope of Work, for three consecutive months, San Bernardino County (SBC) BIH Program Coordinator will initiate a Performance Improvement Plan (PIP). The Procedure for a PIP is outlined below:

- A.9.1.** On a monthly basis, SBC BIH Program Coordinator will review caseload reports for contractor. Contractor who has fallen below minimum expectations for three consecutive months will work jointly with SBC BIH Program Coordinator to create a PIP.
- A.9.2.** The PIP contains a SMART Expectation and monthly tracking goals towards improving caseload capacity. On a monthly basis, the agency and SBC BIH Program Coordinator will discuss progress on the PIP until the minimum expectations have been met for a minimum of one month. Reaching the minimum expectation concludes the PIP process.
- A.10. Perinatal Equity Initiative (PEI)** – A state program established in June 2018 to address the causes of persistent inequality in Black pregnancy outcomes and identify best practices to deal with health disparities in infant mortality by promoting the use of specific interventions designed to fill gaps in current programming offered through the Black Infant Health Program.
- A.11. Preterm Birth** – A live birth less than 37 weeks gestation.
- A.12. Referral** – An individual who has been screened for BIH services, determined eligible, and recommended for services.
- A.13. Services** – The required scope of work to be provided as agreed upon and described in this Contract.
- A.14. SMART (Specific, Measurable, Achievable, Realistic, Timely)** –
 - A.14.1.** Specific: Well defined, clear, and unambiguous
 - A.14.2.** Measurable: With specific criteria that measure your progress toward the accomplishment of the goal.
 - A.14.3.** Achievable: Attainable and not impossible to achieve.
 - A.14.4.** Realistic: Within reach, realistic, and relevant to purpose of the project.
 - A.14.5.** Timely: With clearly defined timeline, including a starting date. The purpose is to create urgency
- A.15. Target Areas** – The service delivery area for the BIH Program in the High Desert region includes the contiguous Medical Service Study Areas of Victorville, Mountain View Acres, Adelanto, Hesperia, Apple Valley, Barstow, Pinon Hills, Phelan, and surrounding communities.
- A.16. Technical Assistance** – The required scope of work to be provided as agreed upon and described in this Contract.
 - A.16.1.** Discussion of possible reasons minimum expectations were not met.
 - A.16.2.** Advice on ways to remove barriers to meeting minimum expectation.
 - A.16.3.** Assistance that can be offered by SBC BIH Program Coordinator.
 - A.16.4.** Potential training needed to meet minimum expectations.
- A.17. Virtual Interaction** – A virtual interaction describes contact with a BIH participant or group of participants using video conferencing methods or applications (e.g., Zoom, WebEx, Starleaf). For the period of time during which it is not possible to conduct in-person sessions or visits with program participants due to a declared public health emergency, it is permissible to interact with participants via virtual methods or applications. There may be extenuating circumstances where group sessions are unable to be provided in-person for reasons outside a declared public health emergency. The contractor must request and receive approval in advance from San Bernardino County and the State Program Consultant in order to conduct a virtual group series. Please refer to the BIH State's correspondence on Virtual Group Series Guidance.

B. CONTRACTOR RESPONSIBILITIES

B.1. Program Requirements

Contractor Shall:

B.1.1. Successfully recruit, enroll, and maintain enrollment of eligible Black/African-American women and families served by the Black Infant Health (BIH) Program in the contiguous Medical Service Study Areas of Victorville, Mountain View Acres, Adelanto, Hesperia, Apple Valley, Barstow, Pinon Hills, Phelan, and surrounding communities.

B.1.2. Contractor shall perform the activities and achieve the objectives described in the BIH Program Scope of Work (Attachment F). Contractor shall complete the components identified in Attachment F in a manner that represents and promotes the interests of the County, as expressed by the County, throughout the term of the Contract. This includes in-person group facilitation, case management and community outreach services.

a. Target Number of Participants for Group Model:

- A minimum of nine (9) prenatal groups must be offered per year, serving between 72 and 108 participants.
- A minimum of four (4) postpartum groups must be offered per year, serving between 32 and 48 participants.

b. Target Number of Participants for the 1:1 Support Only Model= 35% of total participants or 56

In the event of a declared public health emergency, there may be periods during the term of the contract when it is not possible to provide BIH Program services in-person, either fully in-person or a combination of in-person and virtual interactions. During those periods, it is permissible to interact with participants via virtual methods or applications, following consultation with DPH. The utilization of virtual methods for service delivery will remain in effect until the State of California Department of Public Health Maternal, Child and Adolescent Health Division, County of San Bernardino Health Officer, or other competent authority indicates that in-person or similar services may be resumed, initiated, or implemented, either fully in-person or a combination of in-person and virtual interactions. Contractor shall not resume in-person service delivery without first consulting DPH.

B.1.3. Maintain service delivery sites physically located within the High Desert region to conduct BIH Program activities and services, as described in Attachment F. Service delivery sites shall be located to minimize travel time for BIH participants to engage in BIH services provided by Contractor.

B.1.4. Possess and maintain the equipment and capacity to deliver services via virtual methods to participants located throughout the entire High Desert region of San Bernardino County for the period(s) of time during which it is not possible to conduct in-person activities and services as defined in Attachment F with program participants due to a declared public health emergency, as applicable.

B.1.5. Install, utilize, and attend training for automated systems for BIH, as required by the California Department of Public Health Maternal, Child and Adolescent Health (MCAH) Division, including but not limited to, Efforts to Outcomes (ETO).

B.1.6. Complete and submit to County all monthly progress reports as described in the Attachment F.

B.1.7. Collect, collate, and report to County all data and information required to meet BIH Program performance measures to be established by MCAH Division. County will provide Contractor with the necessary instructions and elements upon receipt from MCAH Division.

B.1.8. Participate in the collaborative relationship established and fostered between County and community-based agencies related to BIH Program services.

- B.1.9.** Respond to the input and evaluation by County regarding services provided by Contractor related to BIH services; implement same, as requested.
- B.1.10.** Promote and raise awareness of the BIH Program among the key stakeholders, families, health care providers, faith-based organizations, other community-based organizations, local government, hospitals, and the local BIH/PEI community advisory board, as requested by County.
- B.1.11.** Recruit, hire, and train direct service staff that are reflective of the community/population served by the BIH Program.
- B.1.12.** Ensure Contractor's staff receive appropriate orientation and training for BIH services in the proper sequence and within required timelines established by the MCAH Division, as applicable.
- B.1.13.** As requested by County, attend state MCAH Division, County, and local meetings and trainings related to BIH and services provided via this Contract.
- B.1.14.** Submit monthly invoices to County for reimbursement of BIH activities and deliverable items, as described in Section V.
- B.1.15.** Provide SBC BIH Program Coordinator with a holiday and site closure schedule indicating all dates for planned site closure at the beginning of each calendar year.
- B.1.16.** Provide SBC BIH Program Coordinator with a schedule of all planned prenatal and postpartum group cohorts for the BIH fiscal year (July 1st – June 30th). An updated schedule must be submitted whenever changes occur.
- B.1.17.** Collaborate with SBC BIH Program Coordinator and SBC Perinatal Equity Initiative (PEI) Project Coordinator on planning for BIH/PEI Community Advisory Board meetings and activities.
- B.1.18.** Meet monthly with the SBC BIH Program Coordinator to provide updates regarding contractor program operations, staffing and service delivery. Possess and maintain proper registration with the California Secretary of State as a business entity operating in California and San Bernardino County, as applicable.

B.2. Program Administration

Contractor responsibilities include empowerment-focused group support services and case management to improve the health and social conditions for Black and/or African-American women and their families. Activities draw from promising practices that are based on the findings of a 2010 comprehensive assessment of the BIH Group Model. The Contractor will be required to implement the Attachment F. The scope of work included in this contract is subject to amendments as necessary to ensure compliance with any State-directed revisions, including updates to the scope of work and/or Request for Supplemental Information. The Contractor shall implement such changes as a condition of continued performance under this Contract.

C. GENERAL CONTRACT REQUIREMENTS

- C.1. Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.
- C.2. Contract Amendments** – Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.
- C.3. Contract Assignability** – Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
- C.4. Contract Exclusivity** – This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5. Attorney's Fees and Costs – If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6. Background Checks for Contractor Personnel – Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

Contractor shall notify the County of any board member, staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminated employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

C.7. Change of Address – Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8. Choice of Law – This Contract shall be governed by and construed according to the laws of the State of California.

C.9. Compliance with County Policy – In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10. Confidentiality –

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy

Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. Contractor shall comply with the attached Business Associate Agreement ([Attachment A](#)). Contractor further agrees to comply with the requirements of other federal and state law that applies to the information collected and maintained by Contractor for Services performed pursuant to Contract.

C.11. Primary Point of Contact – Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12. County Representative – The Director of the Department of Public Health or their designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.13. Damage to County Property – Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C.14. Debarment and Suspension – Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15. Drug and Alcohol Free Workplace – In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

C.15.1. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.15.2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

C.15.3. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

- C.16. Duration of Terms** – This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.
- C.17. Employment Discrimination** – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- C.18. Environmental Requirements** – In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.
- To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.
- C.19. Improper Influence** – Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.
- C.20. Improper Consideration** – Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.
- The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.
- Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.
- C.21. Informal Dispute Resolution** – In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- C.22. Legality and Severability** – The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

- C.23. Licenses, Permits and/or Certifications** – Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.
- C.24. Material Misstatement/Misrepresentation** – If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- C.25. Mutual Covenants** – The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.
- C.26. Nondisclosure** – Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- C.27. Notice of Delays** – Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
- C.28. Ownership of Documents** – All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.
- C.29. Participation Clause** – The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:
- C.29.1.** Such governmental body does not have and will not have in force any other contract for like purchases.
- C.29.2.** Such governmental body does not have under consideration for award any other bids or quotations for like purchases.
- Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.
- C.30. Air, Water Pollution Control, Safety and Health** – Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.
- C.31. Records** – Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete

and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

Contractors expending \$750,000 or more in federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.

- C.32. Relationship of the Parties** – Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C.33. Release of Information** – No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.
- C.34. Representation of the County** – In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.
- C.35. Strict Performance** – Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.
- C.36. Subcontracting** – Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraph 6 of this Section C.

For any subcontractor, Contractor shall:

- C.36.1.** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;
- C.36.2.** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County; and
- C.36.3.** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

- C.37. Subpoena** – In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.
- C.38. Termination for Convenience** – The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.
- C.39. Time of the Essence** – Time is of the essence in performance of this Contract and of each of its provisions.
- C.40. Venue** – The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.
- C.41. Conflict of Interest** – Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
- C.42. Former County Administrative Officials** – Contractor agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- C.43. Disclosure of Criminal and Civil Procedures** – The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be

requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

- C.44. Copyright** – County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication. To the extent this Contract is federally funded, Contractor shall provide any information necessary to the County in order to comply with Federal Acquisition Regulation 52.227-15. To the extent applicable, the provisions of Federal Acquisition Regulation 52.227-14 Rights in Data - General shall apply.
- C.45. Artwork, Proofs and Negatives** – All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.
- C.46. Iran Contracting Act** – IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.47. Reserved

- C.48. California Consumer Privacy Act** – To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).
- C.49. Executive Order N-6-22 Russia Sanctions** –On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.
- C.50. Levine Act: Campaign Contribution Disclosure** – Contractor has disclosed to the County using [Attachment B](#) – Levine Act: Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County’s consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

C.51. Reserved

C.52. Reserved

C.53. Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18) – In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements

in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

- C.54. Use of Biobased Products (FAR 52.223-1)** – Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.
- C.55. Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)** – To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.
- C.56. Federal Contracting Provisions** – This Agreement is federally funded and subject to the additional terms on [Attachment E](#) – Federal Contracting Provisions.
- C.57. System for Award Management** – Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of the Contract, the County determines the Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of the Contract, and the County may proceed under the Correction of Performance Deficiencies in this section of the Contract, including immediate termination of the Contract. If Contractor becomes aware, at any point during the term of the Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.
- C.58. Vacancies** – Within ten (10) business days, Contractor shall notify County of any continuing vacancies and any positions that become vacant during the terms of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the positions as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- C.59. Complaints and Grievance Procedure** – Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
- Contractor will ensure that staff are knowledgeable on the San Bernardino County Department of Public Health Complaint and Grievance Procedure ([Attachment C](#)) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.
- Within ten (10) business days, Contractor will notify the County of any formal complaints filed by participants and/or community partners related to services rendered by the Contractor or the BIH program at large.
- C.60. Contractor Board of Directors' Meetings** – Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact the Contract. Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- C.61. Child Abuse Reporting** – Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
- C.61.1.** Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
- C.61.2.** Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.

- C.61.3.** Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
- C.61.4.** Contractor shall inform BIH Program Coordinator when a report has been made.
- C.62. Elder and Dependent Adult Abuse Reporting** – Contractor agrees to and shall comply with the County's Elder and Dependent Adult Abuse Reporting requirements:
- C.62.1.** Who Must Report: In accordance with Welfare and Institution Code (W & I) Section 15630, all employees of the Contractor and its subcontractors are mandated reporters of elder and dependent adult abuse.
- C.62.2.** When to Report: Mandated reports are required to report all instances of known or suspected abuse of the elderly and dependent adults immediately or as soon as practically possible, under the following circumstances:
- a. When the mandated reporter has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse; or
 - b. When the mandated reporter is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse.
- C.62.3.** To Whom to Report: Incidents of elder and dependent adult abuse must be reported to the correct agency as follows:
- a. If the abuse has occurred in a long-term care facility, except a state mental hospital or state development center, the report shall be made to the local Long-Term Care Ombudsman or local law enforcement.
 - b. If the abuse has occurred in a state mental hospital or state developmental center, the report shall be made to the designated investigators of the State Department of Mental Health or the State Department of Developmental Services or to the local law enforcement.
 - c. If the abuse occurred anywhere other than a long-term care facility or state mental hospital or state developmental center, the report shall be made to Adult Protective Services or local law enforcement.
- C.62.4.** How to Report: Mandated reporters are required to take the following steps in all instances of known or suspected abuse of the elderly and dependent adults:
- a. Place an immediate telephone call to Adult Protective Services (1-877-565-2020) or local law enforcement to report the incident.
 - b. Within two (2) working days of making the telephonic report to the responsible agency, complete a written "Report of Suspected Dependent Adult/Elder Abuse" (SOC 341) form, available at https://cdss.ca.gov/MandatedReporting/story_content/external_files/SOC341.pdf.
The completed form must be submitted to the same agency to which the incident was reported by telephone.
- C.62.5.** Contractor shall inform BIH Program Coordinator when a report has been made.
- C.63. Pro-Children Act of 1994** – Contractor will comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.)
- C.64. Americans with Disabilities Act** – Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- C.65. Public Accessibility** – Contractor shall ensure that Services provided are accessible by public transport.

C.66. Reserved

C.67. Ownership Tools – The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed, or installed with federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.

C.68. Force Majeure – Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

C.69. Order of Precedence – In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:

C.69.1. This Contract

C.69.2. Attachments to this Contract, as indicated herein; and

C.69.3. Price lists, SOWs, and other documents attached hereto or incorporated herein.

C.70. Equipment – County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies, or property of any kind (including publications and copyrights, etc.) which have a single cost of five hundred dollars (\$500) or more, or the amount identified by the funding source, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.

C.71. Supersedes Prior Contracts – This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written, and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements, and understandings are hereby terminated and deemed of no further force or effect.

C.72. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.

C.73. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).

C.74. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).

D. TERM OF CONTRACT

D.1. This Contract is effective as of July 1, 2026 and expires June 30, 2029 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two (2)

additional one-year (1) periods, or one (1) additional two-year (2) period, by mutual agreement of the parties.

- D.2.** The County may terminate the Contract immediately if the funds under Section F, Paragraph 1, are not available to the County, and under the provisions of Section I, Paragraph 2, Item 5, of the Contract, or as otherwise provided in this Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to Contractor thirty (30) days in advance of termination. The Director of DPH is authorized to exercise the County's rights with respect to any termination of this Contract.
- D.3.** Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
- D.4.** Upon receipt of termination notice, Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs, and reports.

E. COUNTY RESPONSIBILITIES

The County shall:

- E.1.** Compensate the Contractor in arrears for approved expenses and services performed pursuant to this Contract in an amount not to exceed the total Contract payment set forth in Section F.1.
- E.2.** Provide consultation and technical assistance, as appropriate, in carrying out the terms of this Contract.
- E.3.** Monitor and evaluate the performance of the Contractor in meeting terms of the Contract and the quality and effectiveness of services provided based on criteria determined by the County. County personnel shall monitor the performance of the Contractor at least once every (6) six months, or as deemed necessary by the County.
- E.4.** Specify all reports and deliverables required from the Contractor.
- E.5.** Provide the necessary instructions and elements to Contractor to collect, collate, and report to County all data and information required to meet the BIH performance measures to be established by the MCAH Division, upon County's receipt of said information from MCAH Division.
- E.6.** Collaborate with Contractor to implement the BIH Program in the High Desert region of San Bernardino County to improve birth outcomes and reduce mortality for Black infants through interventions implemented at the county level.
- E.7.** Assist with the establishment and cultivation of a collaborative relationship between Contractor and community-based agencies related to BIH services.
- E.8.** Provide input and evaluation regarding BIH Program services provided by Contractor.
- E.9.** Promote and raise awareness of the BIH Program among the key stakeholders, families, health care providers, faith-based organizations, other community-based organizations, local government, hospitals, and the local BIH/PEI community advisory board.
- E.10.** Grant Contractor non-exclusive use of the large conference room of the premises at 16453 Bear Valley Rd, Hesperia, CA 92345 or other DPH clinic offices as designated by the Clinic Operations Program Manager to conduct BIH group sessions between the hours of 10:00 AM – 7:00 PM. Contractor, its employees, and invitees shall visit only public areas and are not permitted in employee-only designated areas that are badge restricted.

F. FISCAL PROVISIONS

- F.1.** The maximum amount of reimbursement under this Contract shall not exceed \$2,268,312 for the period of fiscal year 2026-27 through fiscal year 2028-29, of which may consist of state and/or federal funds, and shall be subject to availability of said funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

The maximum amount is delineated as follows:

Fiscal Year (FY)	Total Amount Per Year
FY 26/27	\$756,104
FY 27/28	\$756,104
FY 28/29	\$756,104
Total Contract Amount:	\$2,268,312

- F.2.** Payment shall be made on a reimbursement basis, consistent with the attached Black Infant Health Budget (Attachment G) and based on invoices submitted by Contractor. Invoices shall include at minimum, a breakdown of expenditures for each budget line and subline, as applicable, for deliverable items and activities performed consistent with Attachment F.

Invoices shall be issued with corresponding SAP Contract and/or Purchase Order number stated on the invoice and include current month posted General Ledger entries matching the claims for reimbursement, documentation/proof of payment for all expenses claimed and clear allocation of cost included if the costs are shared among different funding sources and shall be processed with a net sixty (60) day payment term following approval by County.

Invoices shall be submitted monthly no later than ten (10) business days following the month of service. The format in which invoices shall be submitted will be provided to the Contractor subsequent to contract award. Contractor is requested to complete the following steps to submit an invoice:

- F.2.1.** Send an email with the complete invoice (no supporting documentation) to San Bernardino County ATC at apinvoices@atc.sbcounty.gov and cc Kanisha.Neal@dph.sbcounty.gov
- F.2.2.** Send an email with supporting documentation to Kanisha.Neal@dph.sbcounty.gov or you may submit hard copies of supporting documentation via mail to:

Department of Public Health
Attn: Kanisha Neal
451 E. Vanderbilt Way, Ste. 375
San Bernardino, CA 92415-0012

- F.3.** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.4.** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5.** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6.** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

- F.7.** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
- F.8.** Reserved
- F.9.** Reserved
- F.10.** Reserved
- F.11.** The Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted line item by more than fifteen (15%) percent; or 2) to add a new budget line item. No budget revision may result in an increase in the maximum dollar amount stated in Paragraph 1 of this Section. The written request must specify the changes requested, by line item and amount, and must include justification. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The County has the authority to approve line-item budget changes to the budget herein, as long as these changes do not exceed the total contract amount. County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line-item amount.

CDPH/MCAH and San Bernardino County will allow changes to previously approved budgets once per fiscal year. Budget revisions will be accepted for considerations only if the request is submitted for the third quarter period (January - March of the current fiscal year).

F.11.1 Requirements for budget revisions

- a. Submit the proposed budget revision via email to the San Bernardino BIH Program Coordinator by the second Monday in January of the current fiscal year.
- b. Any invoice affected by the pending budget revision cannot be submitted until the revised budget is approved.
- c. The following documents are required for submission by email:
 1. Cover letter stating the reason for the budget revision and where changes are requested
 2. Revised or additional duty statements, if applicable
 3. Revised organization charts, if applicable
 4. Revised budget template (including completed justification tab)

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- G.1. Indemnification** – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.
- G.2. Additional Insured** – All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

- G.3. Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
- G.4. Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- G.5. Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
- G.6. Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- G.7. Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
- G.8. Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- G.9. Failure to Procure Coverage** – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
- G.10. Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
- Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.
- Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.
- G.11. Insurance Specifications** – The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.11.2. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.11.3. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits.

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

G.11.6. Reserved

G.11.7. Cyber Liability Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

G.11.8. Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

H. RIGHT TO MONITOR AND AUDIT

H.1. The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, state and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County’s reasonable advanced written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County’s option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and may be deducted from the following month’s claim for reimbursement.

H.3. Contractor shall cooperate with County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.

H.4. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County’s representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

H.5. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

H.6. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, contractors expending seven hundred fifty thousand dollars (\$750,000) or more in federal funds within the Contractor’s fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor’s fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rqn=dv8 for further information.

- H.7.** The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) numbers are to be considered as an “Other cluster” for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organizations single audit.

US Department of Health and Human Services: _____

Number: 93.994

Title: Maternal and Child Health Services Block Grant to the States

- H.8.** County is required to identify the Contractor Unique Entity Identification (UEI) number, as known in the federal System for Award Management (SAM), and Federal Award Identification Number (FAIN) in all County contracts that include federal funds or pass through of federal funds. This information is required in order for the County to remain in compliance with Title 2 CFR Section 200.331, and remain eligible to receive federal funding. The Contractor shall provide the Contractor name as registered in SAM, as well as the UEI number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as
registered in SAM: _____

UEI: _____

FAIN: _____

I. CORRECTION OF PERFORMANCE DEFICIENCIES

- I.1.** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- I.2.** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- I.2.1.** Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - I.2.2.** Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - I.2.3.** Withhold funds pending duration of the breach; and/or
 - I.2.4.** Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item “b” of this paragraph; and/or
 - I.2.5.** Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- I.3.** In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level or performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
- I.4.** Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Department of Public Health

Contractor: California Health Collaborative
Address: 1300 W Shaw Ave., #3E,

658 E Brier Dr, Suite 110
San Bernardino, CA 92408
Facsimile: 909-387-6471
Email: FAS.DPH@dph.sbcounty.gov

Fresno, CA 93711
Mailing Address: PO Box 25609,
Fresno, CA 93729
Email: jbodtker@healthcollaborative.org (signatory)
or mgracian@healthcollaborative.org (day-to-day)

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By _____
Deputy

California Health Collaborative

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name John Bodtker

(Print or type name of person signing contract)

Title Chief Executive Officer

(Print or Type)

Dated: _____

Address PO Box 25609,

Fresno, CA, 93729

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Adam Ebright, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Janki Patel, Acting Director

Date _____

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the San Bernardino County Department of Public Health (hereinafter Covered Entity) and California Health Collaborative (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

RECITALS

WHEREAS, Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

WHEREAS, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

WHEREAS, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this Agreement; and

WHEREAS, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

A. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

1. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and as further described in California Civil Code section 1798.82.
2. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.
3. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.
4. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.
5. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.
6. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.
7. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.

8. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.
9. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.
10. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

B. Obligations and Activities of BA

1. Permitted Uses and Disclosures

BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

2. Prohibited Uses and Disclosures

- i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- ii. BA shall not use or disclose PHI for fundraising or marketing purposes.
- iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)
- iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

3. Appropriate Safeguards

- i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]
- ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.

- iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this Agreement.

4. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

5. Reporting of Improper Access, Use or Disclosure or Breach

Every suspected and actual Breach shall be reported immediately, but no later than one (1) business day upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

- i. Provide CE's Office of Compliance with the following information to include but not limited to:
 - a) Date the Breach or suspected Breach occurred;
 - b) Date the Breach or suspected Breach was discovered;
 - c) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;
 - d) Number of potentially affected Individual(s) with contact information; and
 - e) Description of how the Breach or suspected Breach allegedly occurred.
- ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or suspected Breach to determine the following:
 - a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
 - b) The unauthorized person who had access to the PHI;
 - c) Whether the PHI was actually acquired or viewed; and
 - d) The extent to which the risk to PHI has been mitigated.
- iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within ten (10) calendar days of discovery of the Breach or suspected Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.
 - a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.
 - b) If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.
- iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.

6. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill

its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

7. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.

8. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

9. Accounting for Disclosures

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. BA shall provide an accounting of disclosures to CE or an Individual, in the time and manner designated by the CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

10. Termination

CE may immediately terminate this agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE.

11. Return of PHI

Upon termination of this Agreement, BA shall return all PHI required to be retained by the BA or its subcontractors, employees or agents on behalf of the CE. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by BA or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures.

12. Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

13. Mitigation

BA shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access or disclosure of PHI by BA, its agents or subcontractors in violation of the requirements of this Agreement.

14. Costs Associated to Breach

BA shall be responsible for reasonable costs associated with a Breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the CE and shall not be reimbursable under the Agreement at any time. CE shall determine the method to invoice the BA for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

- Postage;
- Alternative means of notice;
- Media notification; and
- Credit monitoring services.

15. Direct Liability

BA may be held directly liable under HIPAA for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

16. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of BA, its officers, employees, agents and subcontractors, with respect to the use, access, maintenance or disclosure of CE's PHI, including without limitation, any Breach of PHI or any expenses incurred by CE in providing required Breach notifications.

17. Judicial or Administrative Proceedings

CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

18. Insurance

In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this Agreement to cover any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from the breach of the security, privacy, or confidentiality obligations of BA, its agents or employees, under this Agreement and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

19. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

C. Obligations of CE

1. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:

- i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.
- ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
- iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

D. General Provisions

1. Remedies

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

2. Ownership

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

3. Regulatory References

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

4. No Third-Party Beneficiaries

Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

6. Interpretation

Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

7. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

8. Survival

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's PHI shall survive the termination of the Contract or this Agreement.



Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: _____
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☐
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☐

Yes ☐ If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No ☐ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.



Public Health

COMPLAINT AND GRIEVANCE PROCEDURE

INSTRUCTIONS: THE CUSTOMER IS TO READ AND RECEIVE THE TOP PORTION OF THIS FORM. THE BOTTOM PORTION OF THE FORM IS TO BE SIGNED BY SERVICE RECIPIENT AND PLACED IN THE CONTRACTOR'S RECORDS.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

STEP ONE:

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Two.

STEP TWO:

Send a copy of your written complaint or grievance to the Department of Public Health (DPH) Contract Analyst. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and grievance details will be kept confidential.

DPH Administration,
ATTN: Contracts and Grants Unit
451 E. Vanderbilt Way
San Bernardino, CA 92415

You will be contacted within 10 calendar days if you have provided contact information.

Please note: Each of these steps must be completed in the sequence shown.

..... **Detach here**

COMPLAINT AND GRIEVANCE PROCEDURE CERTIFICATION

This certifies I have read, understood, and received the Complaint and Grievance Procedures.

Client Signature

Date



COMPLAINT AND GRIEVANCE PROCEDURE

THIS INFORMING NOTICE IS TO BE DISPLAYED IN CLEAR VIEW IN AREAS WHERE CLIENT WILL OBTAIN THE DIRECT SERVICE OR AS DELINEATED IN THE CORRESPONDING COUNTY CONTRACT. CLIENT IS TO BE PROVIDED A COPY OF THIS PROCEDURE UPON REQUEST.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding the services you received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

STEP ONE:

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
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DPH Administration, Contracts and Grants Unit
Attn: Contract Analyst
451 E. Vanderbilt Way
San Bernardino, CA 92415

You will be contacted within 10 calendar days if you have provided contact information.

Please note: Each of these steps must be completed in the sequence shown.



PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

INSTRUCCIONES: EL CLIENTE DEBE leer y recibir la parte superior de este formulario. La parte inferior del formulario debe ser firmado por el recipiente del servicio y colocarlo en los archivos del contratista.

Si cree que ha sido discriminado o que, habido una violación de leyes o regulaciones, o si tiene un problema con respecto a los servicios que recibió, usted tiene el derecho de presentar una denuncia o informarnos de su queja.

Se deben seguir los siguientes procedimientos al presentar una denuncia o queja.

PRIMER PASO:

Escriba su denuncia o queja por escrito y hable con el proveedor de servicios. Guarde una copia para usted y escriba la fecha en que habló con el proveedor de servicios.

- Si en este paso recibió respuesta o resolvió el problema, no se requiere hacer nada más.
- Si no hay respuesta o resolución dentro de los 10 días calendarios, siga al Segundo Paso.

SEGUNDO PASO:

Mande una copia de su denuncia o queja por escrito al Analista de Contratos del Departamento de Salud Pública. Si desea una respuesta, incluya su nombre, dirección y número de teléfono. Su información personal y los detalles de su denuncia o queja se mantendrán confidencial.

DPH Administration,
ATTN: Contracts and Grants Unit
451 E. Vanderbilt Way
San Bernardino, CA 92415

Será contactado dentro de 10 días calendarios si ha proporcionado su información de contacto.

Por favor note: Cada uno de estos pasos deben ser completados en la orden que se indica.

..... **Separar aquí.**

CERTIFICACIÓN DEL PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

Esto certifica que he leído, entendido, y he recibido el Procedimiento para Denuncias y Quejas.

Firma del Cliente

Fecha



PROCEDIMIENTO PARA DENUNCIAS Y QUEJAS

ESTE AVISO INFORMATIVO DEBE MOSTRARSE EN VISTA CLARA EN AREAS DONDE EL CLIENTE RECIBIRÁ SERVICIO DIRECTO O COMO ESTÁ DELINEADO EN EL CONTRATO DEL CONDADO CORRESPONDIENTE. AL CLIENTE SE LE PROPORCIONARÁ UNA COPIA DE ESTE PROCEDIMIENTO CUANDO LO PIDA.

Si cree que ha sido discriminado, o que habido una violación de leyes o regulaciones, o si tiene un problema con respecto a los servicios que recibió, usted tiene el derecho de presentar una denuncia o informarnos de su queja.

Se deben seguir los siguientes procedimientos al presentar una denuncia o queja.

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DPH Administration,
ATTN: Contracts and Grants Unit
451 E. Vanderbilt Way
San Bernardino, CA 92415

Será contactado dentro de 10 días calendarios si ha proporcionado su información de contacto.

Por favor note: Cada uno de estos pasos deben ser completados en la orden que se indica.

ASSURANCE OF COMPLIANCE STATEMENT

**ASSURANCE OF COMPLIANCE WITH THE
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

California Health Collaborative

NAME OF THE CONTRACTING AGENCY

(Hereinafter called the “Agency”)

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990: California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.8, as amended; California Government Code section 12940; California Government Code section 4450; Title 2, California Code of Regulations sections 11140-11200; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 97, 7CFR Part 15. And 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this contract.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

_____ DATE California Health Collaborative ORGANIZATION	_____ SIGNATURE
--	--------------------

ATTACHMENT E – FEDERAL CONTRACTING PROVISIONS

FEDERAL CONTRACTING PROVISIONS

Contractor shall to comply with the following additional terms:

A. Reserved

B. Reserved

C. Reserved

D. Clean Air Act and the Federal Water Pollution Control Act (42 USC §§ 7401-7671q, 33 USC §§ 1251-1387.)

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

E. Procurement of Recovered Materials (45 CFR § 75.331)

1. Contractor shall comply with the provisions of section 6002 of the Federal Solid Waste Disposal Act, as amended by the federal Resource conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.
2. This provision does not apply if the items cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
3. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
4. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. Prohibited Telecommunications and Video Surveillance Equipment and Services (2 C.F.R. §200.216)

Contractor certifies that it will not use contract funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

“Covered telecommunications equipment or services” means those equipment and services defined at 2 C.F.R. §200.16(b).

G. Domestic Preference for Procurements (2 C.F.R. § 200.322)

Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

H. Reserved

I. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

[certification continued on next page]

ANTI- LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

LHJ:
Agreement #:

ATTACHMENT F – SCOPE OF WORK – HIGH DESERT CONTRACTOR

California Department of Public Health (CDPH)
Maternal, Child and Adolescent Health (MCAH) Division
Black Infant Health (BIH) Program
Scope of Work (SOW)
July 1, 2026 – June 30, 2029

LHJ:

1. Black Infant Health Program Service Overview

The Contractor agrees to provide to CDPH/MCAH Division the services described herein.

The BIH Program is a specialized 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 (Agency's') 5-Year Needs Assessments and reflect the Title V priorities of the CDPH/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/Operations.aspx#fiscal-policy-and-procedures-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.

Certification by MCAH Director:	Name:
	Title:
	Date:
	<i>I certify that I have reviewed and approved this Scope of Work</i>

LHJ:

Agreement #:

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

To achieve its goals, the BIH Program is a client-centered, strength-based group intervention with complementary 1:1 support that embraces the life course perspective and promotes social support, empowerment, skill building, stress reduction and goal setting. Each BIH Site shall also make all efforts to implement the program with fidelity, collect, and enter participant and program data into the electronic Efforts to Outcomes (ETO) data system and engage community partner agencies.

Black Infant Health Program Model Components

The Black Infant Health (BIH) Program will provide services in designated sub-county service areas throughout the 14 counties with the greatest number of Black women and/or birthing people in California. A **service area** is defined as a contiguous geographical area with a minimum of 440 eligible Black women and/or birthing people. MCAH will fund up to 26 service areas. Each service area will be required to provide a minimum of 9 in-person prenatal group series and 4 in-person postpartum group series per fiscal year. No virtual groups should be conducted without utilizing the virtual guidance in the policies and procedures. Agencies may also serve participants through 1:1 support. Each service area is required to provide services to a minimum of 160 participants, with a maximum of 35% in 1:1 support.

Model Components

- **Minimum Required Groups per Fiscal Year** (nine prenatal and four postpartum per service area)
- **Minimum Participant Reach** (160 participants served; 72 prenatal, 32 postpartum, and 56 1:1 support per service area)
- **Minimum Population Size** (440 Black women and/or birthing persons per service area)

LHJ:

Agreement #:

All BIH Sites are required to comply with the following staffing matrix per service area according to the BIH 2023 Request For Supplemental Information (RSI) to ensure fidelity and standardization across all sites:

Staffing Requirements	
BIH Coordinator/Program Manager	1.0 FTE
FHA/Group Facilitator	3.0 FTE
Mental Health Professional	1.0 FTE
Outreach Liaison	1.0 FTE
Data Entry	1.0 FTE
Public Health Nurse	1.0 FTE
Child Watch	1.0 FTE

Per the BIH P&P, the following criteria applies to participants enrolled in the 1:1 support intervention:

Eligibility:

- African-American
- 16 years of age or older
- Pregnant through 6 months postpartum

Services:

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

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

It is the responsibility of the Agency to meet the goals and objectives of this SOW. Agencies that enter into agreement with the Division to provide MCAH-related services, and accept the Division funding, are legally required to provide the full level of services, outlined in the program SOW, regardless of the proportion of funding provided by the Division. The

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Agency shall strive to develop systems that protect and improve the health of California's women of reproductive age, infants, children, adolescents, and their families. All sites should have policies that facilitate the promotion of health equity.

It is the responsibility of an Agency to solicit technical assistance and guidance from MCAH if performance issues arise. If a program does not meet the goals and objectives outlined in this SOW, the Policies and Procedures (P&P) and the implementation measures for accountability*, and if the compliance standards are not met in a timely manner, the Agency may be placed on a Performance Improvement Plan (PIP). After implementation of the PIP, if the Agency does not demonstrate substantial growth, or fails to successfully meet the goals and objectives of this SOW, MCAH may temporarily withhold cash payment pending correction of the deficiency; disallowing all or part of the cost of the activity or action out of compliance; wholly or partly suspending or terminating the award; or withholding further awards." Continued participation in the BIH program beyond the current fiscal year is also subject to successful performance in meeting participant reach requirements and implementing the agreed upon activities.

*BIH Implementation Accountability Measures:

- Minimum staffing pattern is not adhered to
- Number of prenatal groups started is less than the required number in a four-month interval
- Number of prenatal group series started with less than 8-12 participants
- Average number of days to enter data (all forms) is greater than 10-12 business days or 90% percent of all forms are not entered on time
- LHJs that fall below the 80% number served by the end of a fiscal year

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

- [The Ten Essential Services of Public Health Services](#)
- [The Spectrum of Prevention](#)
- [Life Course Indicators Online Tool](#)
- [Social Determinants of Health](#)
- [A Framework for Prevention](#)
- [Strengthening Families](#)

All activities in this SOW shall take place from receipt of funding beginning July 1, 2026, to June 30, 2028, contingent on availability of funds and spending authority.

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For each fiscal year of the contract period, the Agency shall four quarterly reports. The fourth report will serve as an annual report. All deliverables shall be submitted to the MCAH Division to your designated Program Consultant in accordance with the BIH P&P Manual via SharePoint or emailed no later than the due date. Due dates for each report are listed below.

Reporting Period	From	To	Due Date
First Report	July 1	September 30	October 31
Second Report	October 1	December 31	January 31
Third Report	January 1	March 31	April 30
Fourth Report (this will serve as annual report)	April 1	June 30	August 31

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

LHJ:

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Goal 1: Effectively administer and oversee the BIH Program.

1.1 Meet BIH implementation activities and reporting requirements by completing and submitting required reports.

Major Functions, Tasks, and Activities	Time Line	Staff Responsibility	Performance Measure and/or Deliverables
1.1.1. Implement program activities as defined in the BIH P&Ps, SOW, Data Collection Manual (DCM), data collection forms, Group Curriculum and MCAH Fiscal P&Ps.	Annually, each fiscal year	Director, Coordinator/ Program Manager	1.1.1. Submit Agreement Funding Application (AFA) timely. (N)
1.1.2. Complete a Quarterly Report that complies with MCAH/ BIH guidance. The fourth quarter report will serve as the annual report.	Quarterly	Coordinator/ Program Manager	1.1.2. Submit as directed by MCAH/BIH (N)
1.1.3. Coordinate to complete, review and approve the BIH budget prior to submission.	Annually, each fiscal year	Director, Coordinator/ Program Manager	1.1.3. Submit Agreement Funding Application (AFA) or Budget update by prescribed due date(s). (N)

LHJ:

Agreement #:

1.2. Establish Agency infrastructure and capacity to meet BIH requirements by meeting hiring needs and timelines.

Major Functions, Tasks, and Activities	Time Line	Staff Responsibility	Performance Measure and/or Deliverables
1.2.1. Meet staffing pattern and minimum qualification requirements for all staff roles.	Ongoing, Annually, each fiscal year Quarterly	Director, Coordinator/ Program Manager	1.2.1. Submit organization chart and duty statements with AFA and as requested by MCAH/BIH to BlackInfantHealth@cdph.ca.gov . Complete required staff profiles on SharePoint and keep up to date. (N)
1.2.2. Recruit, hire and maintain culturally competent staff that reflect the community being served to implement a BIH Program that is relevant to the unique traditions/heritage of Black Birthing People and the community.	Ongoing	Director, Coordinator/ Program Manager	1.2.2. Percent of direct contact staff that reflect the population being served. (N)

LHJ:

Agreement #:

1.3 Ensure staff capacity to implement the BIH Program by facilitating and tracking attendance at all required trainings.

Major Functions, Tasks, and Activities	Time Line	Staff Responsibility	Performance Measure and/or Deliverables
1.3.1. Ensure all required staff complete refreshed curriculum training.	By end of year 1	Director, Coordinator/ Program Manager	1.3.1 Maintain records of staff attendance at trainings and submit to MCAH/BIH upon request. (N)
1.3.2. Attend mandatory MCAH/BIH sponsored in-person or virtual trainings, conference calls, meetings and/or conferences as scheduled by MCAH Division.	Ongoing, Monthly, Quarterly, Annually	Staff as required by MCAH/BIH	1.3.2. Maintain records of staff attendance at trainings and submit to MCAH/BIH upon request. (N)
1.3.5. Perform regular observations of Group Facilitators, Family Health Advocates, Mental Health Professionals and/or Public Health Nurses.	Quarterly	Coordinator/ Program Manager	1.3.5. Maintain completion records of observations conducted for FHAs, MHPs and PHNs. (N) Maintain completion records of at least of at least two (2) group observation feedback forms by BIH Coordinator for every pair of group facilitators. (N)
1.3.8. Ensure that all new and key BIH staff attend the Annual MCAH Sudden Infant Death Syndrome (SIDS) Conference to receive the latest American Academy of Pediatrics (AAP) guidelines on infant safe sleep practices and SIDS risk reduction strategies.	Ongoing, Annually	Coordinator/ Program Manager	1.3.8. Describe how staff utilized information from the MCAH SIDS conference with participants in Annual report. (N)

- 1.4 Meet BIH data collection requirements by facilitating access to data collection system, SharePoint, software, security, and proper oversight of data entry and core personnel.

Major Functions, Tasks, and Activities	Time Line	Staff Responsibility	Performance Measure and/or Deliverables
1.4.1. Ensure all direct Agency and subcontractor service staff have access to BIH Efforts to Outcomes (ETO) Data Management System and SharePoint site by submitting request to MCAH/BIH.	Ongoing, Within five (5) business days of any staffing change	Director, Coordinator/ Program Manager	1.4.1. Submit request for access to ETO and SharePoint for direct contact staff to BlackInfantHealth@cdph.ca.gov
1.4.2. Collect and enter all BIH participant program information and outcome data timely and accurately per guidance in the Data Collection Manual (DCM) using BIH required forms at required intervals.	Enter data within ten (10) business days of collection	Staff as required by MCAH/BIH	1.4.2. BIH PA: Timeliness of data entry report (E)
1.4.3. Ensure all staff receive updates related to ETO changes and forms.	Ongoing	Coordinator/ Program Manager, Data Entry Lead	1.4.3. Maintain attendance records of BIH data calls, receipt of data alerts and other guidance via email or posted on SharePoint.
1.4.4. Ensure all staff have a working collective knowledge connecting the BIH program to data collection/entry and evaluation requirements.	Ongoing	Coordinator/ Program Manager	1.4.4. Maintain attendance records of participation of staff in all data and evaluation-related calls and/or trainings.

1.4.5. Store and be able to easily retrieve participant level data forms per security guidelines in P&P for a minimum of four years (prior three years plus current FY).	Ongoing	Coordinator/ Program Manager	1.4.5. Maintain Participant level Data forms for a minimum of four years (prior three years plus current FY).
1.4.6. Conduct and report on audits of recruitment, enrollment, and service delivery forms (paper or electronic).	Quarterly	Coordinator and Data Entry Lead	1.4.6. Submit findings from data audit as part of quarterly reports.
1.4.7. Ensure that all staff that collect and enter data into the BIH data system have completed the standard data collection/entry/reports "BIH Data Lifecycle" training as well as watched ETO microlearning videos available in the BIH SharePoint site.	Ongoing	Coordinator/ Program Manager	1.4.7. Maintain attendance records of participation in "BIH Data Lifecycle Training" for all staff.
1.4.8. Ensure that all staff that have ETO access are currently in the SharePoint roster by completing the Quarterly Roster Assessment (QRA) as part of the submission of quarterly reports.	Quarterly	Coordinator/ Program Manager	1.4.8. Completion of QRA on quarterly report.
1.4.9. Ensure all data collection and reporting processes comply with CDPH information privacy and security policies as directed in the BIH Policies and Procedures (P&Ps) before installing and using ETO.	Ongoing Daily	Director, Coordinator/ Program Manager	1.4.9. Maintain record of information privacy and security policies from CDPH and local signed confidentiality agreements.

Goal 2: Establish and maintain a structure to support recruitment, outreach, referrals and enrollment in designated service areas of Black women and Birthing People

Eligibility for Group Services:

- Black, 18 years of age and older, and less than 30 weeks pregnant for prenatal group services, or up to six months postpartum for postpartum group services

Eligibility for Case Management/1:1 Support Services:

- Black, 16 years of age, pregnant or up to 6 months postpartum.
- Group attendance is not required

All Participants will attend in-person group or 1:1 support services

All Participants may receive services up to 1 year postpartum

2.1. Target services to areas where there is demonstrated need and Agency capacity to implement BIH.

Major Functions, Tasks, and Activities	Time Line	Staff Responsibility	Performance Measure and/or Deliverables
2.1.1. Define geographical service area for program recruitment for in-person services.	Annually	Director, Coordinator/ Program Manager	2.1.1. Submit the defined geographical service area and justification to MCAH/BIH for approval.
2.1.2. Establish and maintain a tracking mechanism to monitor the efficacy of recruitment and retention of the target population and eligibility guidelines in MCAH/BIH P&P.	Ongoing, Annually	Coordinator/ Program Manager	2.1.2. Number and percent of recruited and referred women that were <u>eligible for Group</u> (based on age and pregnancy status) based on their recruitment date. (E) Quarterly Implementation Dashboard Number and percent of recruited and referred women that were <u>eligible for 1:1 Support</u> (based on age and pregnancy status) based on their recruitment date. (E) Quarterly Implementation Dashboard

2.1.6. Conduct outreach activities and build collaborative relationships with local WIC providers, CPSP 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 support recruitment and referral processes.	Ongoing, Quarterly, Annually	Coordinator/ Program Manager, COL	2.1.6. Total number (overall and by type) of outreach activities completed by all staff during FY 2026-27. (N) Total number of service providers that made referrals to the BIH Program in FY 2026-27. (E) BIH PA: Recruitment during a specified time period report.
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2.2. Recruit and enroll eligible BIH participants according to program policies and procedures.

2.2.0. All BIH agencies will recruit and enroll eligible Black women, based on screening criteria listed in Goal 2.	Ongoing, Annually	Coordinator/ Program Manager	2.1.9. Number and percent of recruited and referred women that were eligible for Group (based on age and pregnancy status) in FY 2026-27. (E) Quarterly Implementation Dashboard Number and percent of recruited and referred women that were eligible for 1:1 support (based on age and pregnancy status) in FY 2026-27. (E) Quarterly Implementation Dashboard
2.2.1. Obtain rights and responsibilities form and provide signed or verbal acknowledgement for all participants.	Ongoing, Annually	Coordinator/ Program Manager	2.1.5. Number and percent that have a recruitment and a rights and responsibilities (consent) touchpoint in ETO in FY 2026-27. (E) Quarterly Implementation Dashboard
2.2.0. Enroll participants in a group within 45 days of enrollment.	Ongoing	Coordinator/ Program Manager, BIH Staff	2.2.0. Number and percent of women who attended a prenatal group session within 30- 45 days of enrollment. (E) – BIH PP: Prenatal Group Dose Report

2.2.2. All BIH participants (enrolled in either BIH Group or 1:1 support intervention) will receive services outlined in the BIH P&P to be considered served.	Ongoing, Quarterly Annually	Coordinator/ Program Manager, BIH Staff	2.2.2. Number and percent of participants that are served during the FY 26-27. (E) Quarterly Implementation Dashboard
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Goal 3: All BIH Agencies will ensure participant retention strategies are in place.**3.1 Develop participant retention strategies as they relate to program implementation components.**

Major Functions, Tasks, and Activities	Time Line	Staff Responsibility	Performance Measure and/or Deliverables
3.1.1. All BIH Agencies will develop participant retention strategies in the areas of outreach/recruitment, enrollment, 1:1 support, group sessions and program completion.	Ongoing	BIH Staff	3.1.1. Submit Participant Retention Strategies with Quarterly and Annual Report. (N) BIH PP: Prenatal Group Dose Report; BIH PP: Postpartum Group Dose Report; Quarterly Implementation Dashboard (E)
3.1.2. Ensure location of group services is within the designated service area, safe, accessible, culturally affirming, and have dedicated child watch staff and space when group sessions are conducted.	Ongoing	BIH Staff	3.1.2. Describe process to ensure that location for group services meet MCAH/BIH guidelines and submit with Annual Report. (N)
3.1.3. Ensure participants have access to transportation assistance via Uber/Lyft or other door-to-door services.	Ongoing	BIH Staff	3.1.3. Number and percent of enrolled women who received transportation assistance via Uber/Lyft or other door-to-door services.
3.1.4. Ensure all group sessions include full meals for participants.	Ongoing	BIH Staff	3.1.4. Number of group series that included a full meal during group for participants.
3.1.5. 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.	Ongoing, Annually	BIH Staff	3.1.5. Submit list of participant motivators utilized in FY 26-27.

3.1.6. Designated staff will conduct participant satisfaction surveys after group sessions and at program completion to obtain feedback related to program delivery and make adjustments as necessary.	Ongoing	BIH Staff	3.1.6. Number and percent of enrolled women who have been dismissed from BIH with a completed participant satisfaction survey during the FY. (E) BIH PP: Participant Satisfaction Report
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Goal 4: All BIH Agencies will 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).

4.1 Create and/or maintain a statewide public awareness campaign to inform the State about Black birth outcome inequities and/or the root causes of these inequities.

Major Functions, Tasks, and Activities	Time Line	Staff Responsibility	Performance Measure and/or Deliverables
4.1.1. Develop public awareness materials that are focus tested with targeted community of interest including the use of social media. Ensure materials are properly branded with the State BIH logo and funding tagline "Funded by the California Department of Public Health."	Ongoing	BIH Staff, Coordinator/Program Manager	4.1.1. Provide a report that describes outreach engagement plan in the community. Share ongoing progress in developing/maintaining the campaign during quarterly BIH Statewide Media Campaign meetings/reports. Agency Program Coordinator to review all staff/contractor/subcontractor deliverables and methodologies to ensure materials: • honor the unique history/traditions of people of Black descent • reflect/include the targeted community • are culturally responsive and engaging applicable to all Black birthing people, regardless of enrollment status in the CDPH-BIH program • Agency to share final campaign deliverables and methodologies with the State for final review and approval.

			(N)
4.1.2. Hire and maintain culturally competent staff/contractors/subcontractors to develop campaign materials that are relevant and respectful to the cultural heritage of Black women and the community.	Ongoing	Coordinator/ Program Manager	4.1.2. Describe process of recruiting and hiring staff/contractors/subcontractors. (N) Include resumes of Staff/contractors/subcontractors with submission of AFA packet. (N) Submit all staff/contractor/subcontractor changes to the State for review (N)

4.2 Collaborate with other BIH Agencies regarding outreach activities.

Major Functions, Tasks, and Activities	Time Line	Staff Responsibility	Performance Measure and/or Deliverables
4.2.1. All BIH Agencies will utilize social media campaigns developed by local agencies and/or MCAH to increase community awareness while conducting outreach activities during community events and participant engagement activities.	Ongoing, Annually	Coordinator/ Program Manager	4.2.1. Maintain list of social media platforms and submit with Annual Report. (N) Document type, frequency and number of social media activities conducted and submit with Quarterly and Annual Report. (N)
4.2.2 Consistent with 1.3.2, (minimally coordinator/designee and COL) attend annual statewide community awareness events to support program promotion including but not limited to: -Black Joy Parade -Women's Health Exposition	Ongoing	Coordinator/ COL/BIH Staff	4.2.2. Number of program staff attending Black Joy Parade and Women's Health Exposition. Note: this is of interest for annual reporting and not considered a formal performance measure.(N)

Goal 5: Engage the Black community to support Black Birthing families' health and well-being with education and outreach efforts.

5.1 Increase and expand community awareness of Black Birth outcomes and the role of the Black Infant Health Program.

Major Functions, Tasks, and Activities	Time Line	Staff Responsibility	Performance Measure and/or Deliverables
5.1.1. All BIH Agencies will coordinate with the Perinatal Equity Initiative (PEI) (where applicable) to implement a Community Advisory Board (CAB) to Inform the community about disparate birth outcomes among Black Birthing People by delivering standardized messages describing how the BIH Program addresses these issues. Full functions of the CAB can be in the BIH Policies and Procedures.	Ongoing	Coordinator/ Program Manager, BIH Staff	5.1.1. Submit CAB meeting materials (roster, stakeholder types, attendance, agenda, minutes) with BIH quarterly report. (N) Number, format, and outcomes associated with community outreach activities conducted by BIH Coordinator and/or MCAH Director during FY 2026-27 (E/N) Document collaborative activities that address social determinants of health and disparities and submit with Annual Report. (N)
5.1.3. Develop and implement a community awareness plan that outlines how community engagement activities will be conducted.	Ongoing	BIH Staff	5.1.3. Document type, frequency and number of social media activities conducted and submit with Quarterly Report. (N)
5.1.5. Collaborate with local MCAH programs (CPSP, local MCAH, RPPC, etc) and other partners such as Medi-Cal to identify strategies, activities and provide technical assistance to: • Improve access to health care services • Increase utilization of well-woman and postpartum visits	Ongoing	Coordinator/ Program Manager, BIH Staff	5.1.5. Document collaborative activities with local MCAH programs and other partners and submit with Annual Report. (N)

• Identify Preterm Birth (PTB) reduction strategies • Increase the utilization of preconception health services.			
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Goal 6: All BIH Agencies will provide resources to assist in improving the health of pregnant and parenting Black Women and/or birthing people and their infants, including the management of chronic stress.

6.1 Provide all participants with additional services that support health and wellness while enrolled in the BIH Program.

Major Functions, Tasks, and Activities	Time Line	Staff Responsibility	Performance Measure and/or Deliverables
6.1.1. Assist participants in understanding behaviors that contribute to overall good health, including: • Stress management • Sexual health • Healthy relationships • Nutrition • Physical activity	Ongoing, Quarterly	BIH Staff	6.1.1. Document additional activities (e.g., Champions for Change cooking demonstrations) conducted that promote health and wellness of BIH participants and their infants at least once per quarter. (N)
6.1.2. Ensure that participants are enrolled in health insurance and are receiving risk-appropriate perinatal care.	Ongoing	BIH Staff	6.1.2. Number and percent of enrolled participants that have received a referral for health insurance. (E) BIH PA: Referral Status Report (Currently Active Participants)
6.1.3. Provide participants with health information/education materials such as breastfeeding, preterm birth reduction strategies, safe sleep practices and SIDS/SUID risk reduction, folic acid intake and other conditions that support a healthy pregnancy.	Ongoing	BIH Staff	6.1.3. Describe collaborative efforts with March of Dimes, MotherToBaby and other agencies that provide health education. List and describe health education materials provided to participants to support a healthy pregnancy. (N)
6.1.5. Identify participants' health, dental and psychosocial needs and provide referrals and follow-up as needed to health and community services.	Ongoing	BIH Staff	6.1.5. Number and percent of 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 (Currently Active Participants)

6.1.6. Provide information and health education to participants who report drug, alcohol and/or tobacco use.	Ongoing	BIH Staff	6.1.6. Number and percent of participants that have received a referral for drug, alcohol and/or tobacco use. (E) BIH PA: Referral Status Report (Currently Active Participants)
6.1.7. Assist participants with completion of the birth preference form that outlines specific labor/delivery and birthing requests to be conveyed to their prenatal care provider.	Prior to delivery	BIH PHN	6.1.7. Number and percent of participants with a birth preference form (relative to number of days enrolled in the program). (E) Quarterly Implementation Dashboard
6.1.8. Promote and support a reproductive life plan and family planning by providing information and education on birth spacing and interconception health during group sessions and 1:1 support Meetings.	Ongoing	BIH Staff	6.1.8. Number and percent of participants that have discussed reproductive life planning during 1:1 support meetings. (E) BIH PA: 1:1 Support Report (Active Participants)
6.1.9. Ensure that participants are attending postpartum visits and well-woman check-ups as scheduled.	Ongoing	BIH Staff	6.1.9. Number and percent of participants who attend a postpartum checkup with a medical provider. (E)
6.2.0. Ensure any participants mentioning domestic violence receive information and appropriate referrals as requested.	Ongoing	BIH Staff	6.2.0. Describe service capacity to adequately meet needs identified by participants and Agency staff providing case management services to support participants requesting support with domestic violence. (N)
6.2.1. Ensure that all BIH participants will be screened for Perinatal Mood and Anxiety Disorders (PMAD) and those with positive screens will be given a referral to mental health services.	6-8 weeks postpartum and as necessary.	BIH MHP	6.2.1. Number and percent of active participants with an EPDS or PHQ-9 (relative to number of days enrolled in the program). (E) Quarterly Implementation Dashboard

6.2.3. Provide participants with health education materials addressing the benefits of breastfeeding.	Ongoing	BIH Staff	6.2.3. Number and percent of participants that have discussed breastfeeding/infant feeding during 1:1 support meetings. (E) BIH PA: 1:1 Support Report (Active Participants) Number and percent of participants that have received a referral for breastfeeding or lactation. (E) BIH PA: Referral Status Report (Currently Active Participants)
6.2.4. Assist participants with completing home safety checklist.	Prior to delivery	BIH PHN	6.2.4. Number and percent of participants with a safety checklist (relative to number of days enrolled in the program). (E) Quarterly Implementation Dashboard
6.2.5. Teach participants about the importance of stress reduction and guide them in applying stress reduction techniques (yoga, deep breathing, or meditation).	Ongoing	BIH Staff	6.2.5. Summarize participant successes and challenges in utilizing stress reduction techniques. (N)
6.2.6. Facilitate the administration of the stress scale and ask questions about stress management focused on the participant's ability to be resilient and manage chronic stressors presenting during pregnancy.	Ongoing	BIH Staff	6.2.6. Number and percent of participants with a baseline and follow-up assessment (relative to number of days enrolled in the program). (E) Quarterly Implementation Dashboard

ATTACHMENT G – BLACK INFANT HEALTH (BIH) PROGRAM BUDGET

BUDGET SUMMARY	FISCAL YEAR	BUDGET	BUDGET STATUS	BUDGET BALANCE
SUBCONTRACT	2025-26	ORIGINAL	ACTIVE	0.00

Version 7.0 - 150 Quarterly 4.1.25

Program: Agency: SubK:	Black Infant Health (BIH)	UNMATCHED FUNDING						NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)				
	202536 San Bernardino	BIH-TV		BIH-SGF		AGENCY FUNDS		BIH-SGF-NE		BIH-Cnty NE		BIH-SGF-E		BIH-Cnty E		
	California Health Collaborative															
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
		TOTAL FUNDING	%	BIH-TV	%	BIH-SGF	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*
		ALLOCATION(S) ➡		0.00		756,104.00										#VALUE!

EXPENSE CATEGORY	588,770.73	0.00	0.00	588,770.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(I) PERSONNEL	588,770.73		0.00	588,770.73		0.00		0.00		0.00		0.00		0.00	
(II) OPERATING EXPENSES	46,000.37		0.00	46,000.37		0.00		0.00		0.00		0.00		0.00	
(III) CAPITAL EXPENDITURES	0.00		0.00	0.00		0.00		0.00		0.00		0.00		0.00	
(IV) OTHER COSTS	38,905.00		0.00	38,905.00		0.00		0.00		0.00		0.00		0.00	
(V) INDIRECT COSTS	82,427.90		0.00	82,427.90		0.00		0.00		0.00		0.00		0.00	
BUDGET TOTALS*	756,104.00	0.00%	0.00	100.00%	756,104.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
	BALANCE(\$)		0.00		0.00										

TOTAL BIH-TV	0.00	0.00	756,104.00	[50%] 0.00	[50%] 0.00	[25%] 0.00	[75%] 0.00	[75%] 0.00
TOTAL BIH-SGF	0.00							
TOTAL TITLE XIX	0.00							
TOTAL AGENCY FUNDS	0.00							

\$	756,104.00	Maximum Amount Payable from State and Federal resources
WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.		
MCAH/PROJECT DIRECTOR'S SIGNATURE	DATE	AGENCY FISCAL AGENT'S SIGNATURE

* These amounts contain local revenue submitted for information and matching purposes. MCAH does not reimburse Agency contributions.

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT		BIH-TV	BIH-SGF	AGENCY FUNDS	BIH-SGF-NE	BIH-Cnty NE	BIH-SGF-E	BIH-Cnty E
PCA Codes	53113	53127	53124	53100	53125	53102		
(I) PERSONNEL	0.00	588,770.73	0.00	0.00	0.00	0.00		
(II) OPERATING EXPENSES	0.00	46,000.37	0.00	0.00	0.00	0.00		
(III) CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00		
(IV) OTHER COSTS	0.00	38,905.00	0.00	0.00	0.00	0.00		
(V) INDIRECT COSTS	0.00	82,427.90	0.00	0.00	0.00	0.00		
Totals for PCA Codes	756,104.00	0.00	756,104.00	0.00	0.00	0.00		

Program:		Black Infant Health (BIH)						NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)				
Agency:		202536 San Bernardino														
SubK:		California Health Collaborative														
		BIH-TV		BIH-SGF		AGENCY FUNDS		BIH-SGF-NE		BIH-Cnty NE		BIH-SGF-E		BIH-Cnty E		
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
		TOTAL FUNDING	%	BIH-TV	%	BIH-SGF	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*
(II) OPERATING EXPENSES DETAIL																
		TOTAL OPERATING EXPENSES 46,000.37 0.00 0.00 46,000.37 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00														
1	TRAVEL	16,000.00	0.00%	0.00	100.00%	16,000.00		0.00		0.00		0.00		0.00		0.00
2	TRAINING	1,600.00	0.00%	0.00	100.00%	1,600.00		0.00		0.00	0.00%	0.00		0.00		0.00
3	Rent	11,600.00	0.00%	0.00	100.00%	11,600.00		0.00		0.00	0.00%	0.00		0.00		0.00
4	Communications	7,000.00	0.00%	0.00	100.00%	7,000.00		0.00		0.00	0.00%	0.00		0.00		0.00
5	Printing	800.00	0.00%	0.00	100.00%	800.00		0.00		0.00	0.00%	0.00		0.00		0.00
6	Office Supplies	4,000.37	0.00%	0.00	100.00%	4,000.37		0.00		0.00	0.00%	0.00		0.00		0.00
7	Private Mileage	2,500.00	0.00%	0.00	100.00%	2,500.00		0.00		0.00	0.00%	0.00		0.00		0.00
8	Laptop	2,500.00	0.00%	0.00	100.00%	2,500.00		0.00		0.00	0.00%	0.00		0.00		0.00
9				0.00		0.00		0.00		0.00		0.00		0.00		
10				0.00		0.00		0.00		0.00		0.00		0.00		
11				0.00		0.00		0.00		0.00		0.00		0.00		
12				0.00		0.00		0.00		0.00		0.00		0.00		
13				0.00		0.00		0.00		0.00		0.00		0.00		
14				0.00		0.00		0.00		0.00		0.00		0.00		
15				0.00		0.00		0.00		0.00		0.00		0.00		

**** Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.**

(III) CAPITAL EXPENDITURE DETAIL																
		TOTAL CAPITAL EXPENDITURES 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00														

Program:	Black Infant Health (BIH)	UNMATCHED FUNDING						NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)				
Agency:	202536 San Bernardino															
Subk:	California Health Collaborative	BIH-TV		BIH-SGF		AGENCY FUNDS		BIH-SGF-NE		BIH-Cnty NE		BIH-SGF-E		BIH-Cnty E		
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
		TOTAL FUNDING	%	BIH-TV	%	BIH-SGF	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*

(I) PERSONNEL DETAIL																							
TOTAL PERSONNEL COSTS						588,770.73	0.00	588,770.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
FRINGE BENEFIT RATE						27.00%	125,171.73	0.00	125,171.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
TOTAL WAGES						463,599.00	0.00	463,599.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
	FULL NAME (First Name Last Name)	TITLE OR CLASSIFICATION (No Acronyms)	% FTE	ANNUAL SALARY	TOTAL WAGES												J-Per/MCF Per Staff	Staff Traveling M)					
1	Tonya McCampbell	BIH Coordinator	100.00%	71,382.00	71,382.00	0.00%	0.00	100.00%	71,382.00	0.00		0.00		0.00		0.00	0.00%						
2	Jennifer Carter	Mental Health Professional	100.00%	55,000.00	55,000.00	0.00%	0.00	100.00%	55,000.00	0.00		0.00		0.00		0.00	0.00%						
3	Vacant	Community Outreach Liaison	100.00%	49,422.00	49,422.00	0.00%	0.00	100.00%	49,422.00	0.00		0.00		0.00		0.00	0.00%						
4	Debbie Todd	Family Health Advocate/Group Facilitato	100.00%	49,422.00	49,422.00	0.00%	0.00	100.00%	49,422.00	0.00		0.00		0.00		0.00	0.00%						
5	Asia Barton	Family Health Advocate/Group Facilitato	100.00%	49,422.00	49,422.00	0.00%	0.00	100.00%	49,422.00	0.00		0.00		0.00		0.00	0.00%						
6	Deborah Harris	Family Health Advocate/Group Facilitato	100.00%	49,422.00	49,422.00	0.00%	0.00	100.00%	49,422.00	0.00		0.00		0.00		0.00	0.00%						
7	Teresa Ogan	Program Director	10.00%	94,195.00	9,420.00	0.00%	0.00	100.00%	9,420.00	0.00		0.00		0.00		0.00	0.00%						
8	Vacant	Public Health Nurse	100.00%	85,433.00	85,433.00	0.00%	0.00	100.00%	85,433.00	0.00		0.00		0.00		0.00	0.00%						
9	Rebekah Sundstrom	Data Entry Lead	100.00%	41,810.00	41,810.00	0.00%	0.00	100.00%	41,810.00	0.00		0.00		0.00		0.00	0.00%						
10	Brandi Muro	Senior Director of Programs	3.00%	95,525.00	2,866.00	0.00%	0.00	100.00%	2,866.00	0.00		0.00		0.00		0.00	0.00%						
11					0.00		0.00		0.00	0.00		0.00		0.00		0.00	0.00%						

ATTACHMENT H – BLACK INFANT HEALTH (BIH) REQUIRED TRAINING, CONFERENCES, AND TRAVEL

The Black Infant Health Program (BIH) requires annual and periodic training with associated travel (subject to potential restrictions due to a declared public health emergency). Proposers should include in the BIH budget adequate funding for applicable staff to travel to and attend program training. The budget amount may include air fare, hotel accommodations, meals, private mileage, parking expense, and/or shuttle costs, as applicable. In incurring costs, proposers shall follow the state guidelines related to travel expenses, located at <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

The Black Infant Health (BIH) Coordinator will ensure that program staff participate in mandated trainings and meetings scheduled by the state Maternal, Child and Adolescent Health (MCAH) Division for the BIH Program, including:

- Basic and Advanced BIH Program Trainings
- BIH Statewide Meetings and/or Conferences
- Data System Trainings

Training in BIH implementation activities will be given to BIH Program staff prior to conducting prenatal and postpartum group sessions.

Group Facilitators will participate in a basic MCAH Division BIH orientation/training before conducting group sessions.

All BIH Program staff must attend an in-person basic MCAH Division BIH training within one year of starting (subject to potential restrictions due to a declared public health emergency).

BIH program staff will participate in MCAH Division BIH capacity-building calls related to programmatic, training and data-related topics as scheduled.

BIH Coordinator will participate in coordinator specific meetings.

Note: As a BIH subcontractor, attendance at local and other state meetings may also be required.

Training by Staff Position

Job Classification/Title	California Department of Public Health (CDPH)/MCAH-sponsored BIH Basic Training	BIH Advanced Trainings
BIH Coordinator	X	X
Family Health Advocate	X	X
Group Facilitator	X	X
Community Outreach Liaison	X	X
Data Entry Lead	X	X
Mental Health Professional	X	X
Public Health Nurse	X	X
Child Watch	X	X

Note: Trainings are generally conducted in Sacramento, Oakland, or San Diego based on the schedule provided by California Department of Public Health (CDPH). The length of trainings vary, but they are normally a minimum of two days. Out-of-state is not permitted.