SAN BERNARDINO COUNTY

Contract Number
19-05

SAP Number
N/A

Department of Public Health

Department Contract Representative	Stewart Hunter
Telephone Number	(909) 383-3044
Contractor	California Department of Public Health
Contractor Representative	Thomas Harvey
Telephone Number	(916) 322-5399
Contract Term	December 1, 2018 through September 30, 2019
Original Contract Amount	$844,862
Amendment Amount	
Total Contract Amount	$844,862
Cost Center	9300321000

Briefly describe the general nature of the contract:
Planning Grant award from the California Department of Public Health for the California Perinatal Equity Initiative, in the amount of $844,862, for the period of December 1, 2018 through September 30, 2019.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Adam Ebright, Deputy County Counsel		Trudy Raymundo, Director
Date 1/7/19	Date	Date 1-7-19

CALIFORNIA PERINATAL EQUITY INITIATIVE Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

County of San Bernardino, hereinafter "Grantee"

Implementing the project, "California Perinatal Equity Initiative ," hereinafter "Project"

GRANT AGREEMENT NUMBER 18-10638

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

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, 123235.

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

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

1. **PURPOSE:** The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to

   a. Deepen understanding of the gaps in services within the Black community contributing to increased infant mortality rates and the promising interventions to reduce Black infant mortality through stakeholder engagement meetings and the initiation of local Perinatal Equity Planning Grants to the 13 Black Infant Health (BIH) counties (note: 13 counties oversee 15 BIH sites.)

   b. To develop a 3-year Perinatal Equity Initiative "Collective Impact" blueprint that outlines a common goals, agenda and shared measurements to reduce infant mortality among the BIH counties.

   c. To develop and release a Request for Application (RFA) to reduce infant mortality by March 1, 2019.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed $844,862 .

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on December 1, 2018, or upon approval of this grant, and terminates on September 30, 2019].

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

California Department of Public Health	**Grantee:** County of San Bernardino
Grant Manager: Tom Harvey	**Name:** Trudy Raymundo, Executive Director
1615 Capital Avenue, Suite 73.560, MS 8400	Address: 351 North Mountain View Ave., Third Floor
Sacramento, CA 95814	City, ZIP: San Bernardino, CA 92415-0010
(916) 322-5399	Phone: (909) 387-9146
Fax:	Fax:
Thomas.Harvey@cdph.ca.gov	E-mail: Trudy.Raymundo@dph.sbcounty.gov

Direct all inquiries to:

California Department of Public Health, **Maternal and Infant Health Branch**	**Grantee: County of San Bernardino**
Susan Hunter	Attention: Vanessa Long
1615 Capital Avenue, Suite 73.540	Address: 606 East Mill Street, Second Floor
Sacramento, CA 95814	City, Zip: San Bernardino, CA 92415-0011
(916) 341-6333	Phone: (909) 383-3026
Fax	Fax: (909) 383-3023
Susan.Hunter@cdph.ca.gov	E-mail: VLong@dph.sbcounty.gov

Either party may change its Project Representative upon written notice to the other party.

All payments from CDPH to the Grantee; shall be sent to the following remittance address:

Grantee: County of San Bernardino
Attention: Paul Chapman
Address: 351 N. Mountain View Avenue, 3rd Floor
City, Zip: San Bernardino, CA 92415-0010
Phone: (909) 387-6630
Fax:
E-mail: Paul.Chapman@dph.sbcounty.gov

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

Exhibit A	WORKPLAN
Exhibit B	BUDGET DETAIL AND PAYMENT PROVISIONS
Exhibit C	STANDARD GRANT CONDITIONS
Exhibit D	ADDITIONAL PROVISIONS
Exhibit E	CONTRACTOR EQUIPMENT PURCHASED WITH CDPH FUNDS
Exhibit F	INVENTORY / DISPOSITION OF CDPH FUNDED EQUIPMENT
Exhibit G	CONTRACTOR'S RELEASE

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

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

Executed By:

Date: JAN 08 2019

Curt Hagman ~~Robert A. Lovingood~~, Chairman, Board of Supervisor
County of San Bernardino
Address: 385 North Arrowhead Avenue, Fifth Floor
San Bernardino, CA 92415-0110

Date: _____

Angela Salas, Chief
Contracts and Purchasing Services Section
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

Exhibit A – Workplan

The California Legislature found and declared a continuing statewide gap between mortality rates for Black infants and those for other population groups. Although statistically significant declines in infant mortality have been achieved, the rate of mortality among Black infants continues to be two to four time higher than the rates for other groups statewide. Preterm birth, the leading cause for infant death, has increased for the third straight year in California. One response to the crises is the Black Infant Health (BIH) Program, an evidenced-informed intervention program focusing on social support, stress management, and empowerment designed to reduce Black infant mortality.

To augment the current BIH services, the California Legislature appropriated new funding and directed the California Department of Public Health (CDPH) to establish the California Perinatal Equity Initiative to expand the scope of interventions. This Initiative shall foster the implementation of perinatal health interventions to fill gaps in current programming offered through the BIH Program.

During the current FY 2018/19, CDPH will award Planning Grants on a sliding funding scale for up to 13 Local County Health Departments to implement the following:

Objective	Activity	Deliverable
1: MCAH Director and other designated staff will attend State Learning and Brainstorming Sessions throughout 2019.	1. Provide feedback on Strengths, Weakness, Opportunities, and Threats contributing to Black maternal and infant well-being and more importantly, to explore possibilities for solutions to reversing the negative trend of Black maternal and infant mortality.	1. Attendance/participation in State Session.
	2. Participate in broad conceptual strategic thinking and planning for developing Perinatal Equity Initiative interventions including: a. Evidenced-Based Group Prenatal Care b. Pregnancy Intentionality (Preconception/Interconception Care) c. Fatherhood or Partnership Initiatives	2. Attendance/participation in State Session.

	d. Evidenced-Based/Evidenced Informed Home Visitation/Case Management e. Other Service (Blend of social and medical interventions, e.g. Doula/Patient Navigator services. 3. Participate in Results Based Accountability Training and input on measurement design 4. Share and discuss findings from the environmental scan and data analysis of Black Infant Mortality and preterm births.	3. Attendance/participation in State Session. 4. Attendance/participation in State Session.
2: By June 1, 2019 conduct an Environmental Scan to gain a deeper understanding of the Black Community and its Infant Mortality rate.	1. Review local County Vital Statistics, local Black infant mortality data, FIMR & SIDS findings, CPSP chart reviews, and other data to understand where in the community Black infant mortality is occurring, the contributing factors to Black infant mortality and preterm birth, where women are delivering, how and where women receive prenatal care and how women are supported before, during and after pregnancy. 2. Conduct and/or draw from previous findings (learnings) from recent environmental scans concerning the gaps in perinatal health care and community services that contribute to the reduction of Black Infant Mortality to provide clarity on challenges, barriers, service gaps, and needs to improve African American birth outcomes, 3. Conduct a minimum of 2 local community and stakeholder Engagement Learning Sessions to	1. Report/Findings from review of local data. 2. Report/Findings from review of local data. 3. Report/Findings from review of local data.

	understand what moms, fathers, community, social support programs and others believe are the causes of Infant Mortality and what can be done to drive change.	
3: By June 1, 2019 partner and fund 2-5 Hospitals with highest Black Preterm singleton births to conduct a medical records review of preterm births to understand causes and possible interventions.	1. Meet with hospital leadership from 2-5 hospitals with above average Black preterm births to discuss the Perinatal Equity Initiative and the proposal for conducting medical record reviews on Black preterm births. 2. Fund and partner with hospitals to conduct medical records reviews. 3. Engage local Regional Perinatal Programs of California in the review of medical records to understand barriers and opportunities in addressing preterm birth in the identified hospitals. 4. Conduct a focus group with moms from the hospital in the county with the highest Black preterm birth rate to understand the delivery experience and causes of preterm birth and possible interventions 5. Engage local Regional Perinatal Programs of California to understand barriers and opportunities in addressing preterm birth in the identified hospitals. 6. Discuss with the State and other BIH counties the protocol for hospital chart reviews and template to be utilized; develop a timeline for conducting reviews at each hospital. Medical Record Review content include but not limited to the following categories: a. Health status prior to pregnancy	1. Summary of commitment and interest of hospital leadership in participating in the initiative. 2. List of hospitals receiving funding. 3. Findings from the focus groups. 4. Date of meeting with RPPC Directors. 5. Report on hospitals findings from the chart review.

	i. Good ii. Excellent iii. Other b. Pre-existing chronic conditions i. Diabetes ii. Hypertension iii. Heart disease iv. Asthma v. Other c. Prenatal Care Visits i. Number of Prenatal Care Visits ii. Content of Prenatal Care Visits d. Nutrition and Weight i. Overweight prior to pregnancy ii. Obese prior to pregnancy iii. Excessive weigh gain during pregnancy iv. Food insecurity during pregnancy e. Hardships i. Homeless or no regular place to sleep ii. Moved due to problems paying rent or mortgage iii. Woman or partner lost job iv. Woman or partner had pay or hours cut back v. Became separated or divorced vi. Had no support system vii. Became separated or divorced viii. Had no support system	

	7. Develop a summary of findings from each hospital and a collective report of all hospitals surveyed and overall findings, along with potential recommendations to improve the quality of care and share learnings at State Collaborative Learning Sessions.	
4: By March 1, 2019 establish a local Perinatal Health Equity Community Advisory Board to input on the needs and opportunities to reduce Black Infant Mortality	1. Establish a local Perinatal Health Equity Community Advisory Board which meets monthly to engage local stakeholders, including moms, families, hospitals, clinics, CPSP, public health entities, BIH, providers, non-profits, WIC, faith community etc., to understand gaps and solutions to reduce Black infant mortality. a. Identify Strengths, Weakness, Opportunities, and Threats contributing to maternal and infant well-being and more importantly to specify solutions to reverse the negative trend associated with Black maternal and infant mortality. b. Introduce and discuss Perinatal Equity Initiative interventions with Stakeholders to raise awareness and to solicit input on the interventions that are the most promising in targeted communites or areas of focus. Interventions are delineated as follows: ▪ Evidenced-Based Group Prenatal Care ▪ Pregnancy Intentionality (Preconception/Interconception Care) ▪ Fatherhood or Partnership Initiatives ▪ Evidenced-Based/Evidenced Informed Home Visitation/Case Management ▪ Other Innovative Services (Blend of social and medical interventions, e.g.	1. Community Advisory Board roster, meeting agendas, minutes, and report on findings and list of Stakeholder attendees.

	Doula/Patient Navigator services, evidence based strategies that reduce preterm birth and infant mortality.)	
5: By September 1, 2019 develop and implement a Public Health Awareness Campaign to raise awareness and to promote health messages to vulnerable populations with the highest rates of preterm birth and infant mortality.	1. Create a plan to launch a Public Health Awareness Campaign to engage the community and to raise awareness regarding Black preterm birth rates, health inequities, Black maternal and infant mortality rates and the promotion of health activities that contribute to health and well-being, (e.g. how to support Black women to have healthy babies, promotion of self-care to reduce the impact of stress, chronic worry and racial injustice and importance of knowing the symptoms of preterm labor. Plan to include but not limited to targeted and paid social media messages, internet banners, web graphics, signs and posters highlighting the health education videos, YouTube videos, radio, television, and/or bill board ads.	1. Public Awareness Campaign plan.
	2. Designate a liaison to represent the County needs and opportunities and participate in a State communication planning process to standardize and coordinate the communication messages, social media, Campaign images, opportunities and plans and receive technical assistance and guidance as needed from state Maternal, Child and Adolescent Health Division staff.	2. Copies of Campaign content.
	3. Explore through reviews of the literature and conversations with women in the community, including past and present BIH participants, about where and how Black women of reproductive age and the community receive and share information.	3. Report out on how and where Black women and the community receive and share information.

Exhibit A – Workplan

	4. Identify partnerships and organizations that can help distribute and promote messages and a social media campaign. 5. Launch a coordinated strategic Public Health Awareness Campaign by September 1, 2019.	4. Partnership contact list of new partnerships established to support the campaign. 5. Distribution list of where and how campaign was featured/aired.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon execution of the Grant, and upon receipt and approval of the invoice(s), the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.

B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than quarterly to:

Contract Manager
California Department of Public Health
Maternal, Child and Adolescent Health Division
MS Code 8305
1615 Capitol Avenue, P.O. Box 997420
Sacramento, CA 95899-7420

C. Invoices shall:

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

2. Budget Contingency Clause

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

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

3. Prompt Payment Clause

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

Exhibit B
Budget Detail and Payment Provisions

4. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

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

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

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

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

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

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

19. **STATE-FUNDED RESEARCH GRANTS:**

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

1) Place no further order or subgrants for materials, services, or facilities.

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit D
Additional Provisions

3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Exhibit D
Additional Provisions

Dispute Resolution Process

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

   1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

   2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Exhibit E

CONTRACTOR EQUIPMENT PURCHASED WITH CDPH FUNDS

Current Contract Number: 18-10638

Previous Contract Number (if applicable): _____

Contractor's Name: _____

Contractor's Complete Address: _____

Contractor's Contact Person: _____

Contact's Telephone Number: _____

Date Current Contract Expires: _____

CDPH Program Name: _____

CDPH Program Contract Manager: _____

CDPH Program Address: _____

CDPH Program Contract Manager's Telephone Number: _____

Date of this Report: _____

(THIS IS NOT A BUDGET FORM)

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

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

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

1. If the item was shipped via the CDPH warehouse and was issued a state/CDPH property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.

2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:

   A. **Major Equipment:**
   - Tangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more.
   - Intangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).

   These items are issued green numbered state/ CDPH property tags.

   B. **Minor Equipment/Property**: Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than $5,000. **These items are issued green unnumbered "BLANK" state/ CDPH property tags** with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. NOTE: It is CDPH policy not to tag modular furniture. (See your Federal rules, if applicable.)

3. Provide the CDPH Purchase Order (STD 65) number if the items were purchased by CDPH.

4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services.

5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS 1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.

6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 341-6168.

7. Use the version on the CDPH Intranet forms site. The CDPH 1203 consists of one page for completion and one page with information and instructions.

Exhibit F

INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT

Current Contract Number: 18-10638

Previous Contract Number (if applicable): _____

Contractor's Name: _____

Contractor's Complete Address: _____

Contractor's Contact Person: _____

Contact's Telephone Number: _____

Date Current Contract Expires: _____

CDPH Program Name: _____

CDPH Program Contract Manager: _____

CDPH Program Address: _____

CDPH Program Contract Manager's Telephone Number: _____

Date of this Report: _____

(THIS IS NOT A BUDGET FORM)

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

INSTRUCTIONS FOR CDPH 1204
(Please read carefully.)

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

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

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

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

1. List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;

   A. Major Equipment: **(These items were issued green numbered state/ CDPH property tags.)**
   - Tangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more.
   - Intangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)

   B. Minor Equipment/Property: **(These items were issued green state/ CDPH property tags.)**
   Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than $5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See PHAM, Section 17-4000.)

3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")

4. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, Sacramento, CA 95899-7377.

5. Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions.

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

Exhibit G

Contractor's Release

Instructions to Contractor:

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

Submission of Final Invoice

Pursuant to **contract number** 18-10638 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of $** _____ and **dated** _____

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

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

State of California-Health and Human Services Agency

California Department of Public Health
1616 Capitol Ave., Suite 74.262
P.O. Box 997377, MS 1800
Sacramento, CA 95899-7377
www.cdph.ca.gov

Submit

GOVERNMENT AGENCY TAXPAYER ID FORM

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: GovSuppliers@cdph.ca.gov or fax it to (916) 650-0100, or mail it to the address above.

Principal Government Agency Name: County of San Bernardino

Remit-To Address (Street or PO Box): 351 North Mountain View Avenue

City: San Bernardino State: CA Zip Code+4: 92415-001

Government Type:
- ☐ City
- ☐ Special District
- ☐ Other (Specify)
- ☐ County
- ☐ Federal

Federal Employer Identification Number (FEIN): 95-6002748

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

FI$Cal ID# (if known)	Dept/Division/Unit Name	Complete Address
	Public Health	351 N. Mountain View Ave., San Bernardino, CA 92415-0010

Contact Person: Paul Chapman Title: Administrative Manager

Phone number: 909-387-6630 E-mail address: Paul.Chapman@dph.sbcounty.gov

Signature: Date: 12/5/2018

CDPH 9083 (1/18)

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
County of San Bernardino	95-6002748
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Curt Hagman , Chairman, Board of Supervisors	
Date Executed	*Executed in the County of*
JAN 08 2019	San Bernardino

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the

following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

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

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

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

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. *Proposer/Bidder Firm Name (Printed)* County of San Bernardino	*Federal ID Number* 95-6002748
By (Authorized Signature)	
Printed Name and Title of Person Signing Curt Hagman, Chairman, Board of Supervisors	
Date Executed JAN 08 2019	*Executed in the County and State of* San Bernardino California

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REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY, CALIFORNIA AND RECORD OF ACTION

January 8, 2019

FROM: **TRUDY RAYMUNDO, Director**
Department of Public Health

SUBJECT: **GRANT AWARD FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR THE CALIFORNIA PERINATAL EQUITY INITIATIVE**

RECOMMENDATION(S)

1. Accept a Planning **Grant Award County Agreement No. 19-05** (Grant Agreement No. 18-10638) from the California Department of Public Health for the California Perinatal Equity Initiative to address the causes of inequality and identify best practices to deal with disparities in Black infant mortality, in the amount of $844,862, for the period of December 1, 2018 through September 30, 2019.
2. Authorize the Chairman of the Board of Supervisors, Chief Executive Officer, or the Director of the Department of Public Health to execute and submit all documents required by the California Department of Public Health to close out the Planning Grant award and receive the final payment.
3. Direct the Chairman of the Board of Supervisors, Chief Executive Officer, or the Director of the Department of Public Health to transmit all documents in relation to this Planning Grant award to the Clerk of the Board of Supervisors within 30 days of execution.
4. Approve **Contract No. 19-06** with Harder+Company Community Research, in an amount not to exceed $140,685, to provide consulting services, for the period of January 8, 2019 through September 30, 2019.

(Presenter: Trudy Raymundo, Director, 387-9146)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS AND OBJECTIVES

Provide for the Safety, Health and Social Service Needs of County Residents.
Pursue County Goals and Objectives by Working with Other Agencies.

FINANCIAL IMPACT

This item does not impact Discretionary General Funding (Net County Cost). The Planning Grant award from the California Department of Public Health (State) for the California Perinatal Equity Initiative (PEI) does not require a match. The funds for the Planning Grant award are available to complete workplan activities until they are expended, which may be a multiyear period. Approval of the necessary adjustments to the Department of Public Health's (DPH) 2018-19 budget is not

cc: PH - Hunter w/ agreement for signature
Contractor c/o PH w/ agreement
PH - Greswit w/ agreement
Contractor c/o PH w/ agreement
PH - Raymundo
HS - Mulhall-Daudel
Purchasing - Gomez
CAO - Garcia
File - w/ agreement
mr 01/10/2019
ITEM 27

Record of Action of the Board of Supervisors

APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
Board of Supervisors

MOTION	AYE 1	MOVE 2	SECOND 3	AYE 4	AYE 5

LAURA H. WELCH, CLERK OF THE BOARD

BY _____

DATED: January 08, 2019

Rev 7-12-16

requested at this time, but will be included on a future quarterly countywide budget report presented to the Board of Supervisors for approval. Adequate appropriation and revenue will be included in DPH's 2019-20 recommended budget.

BACKGROUND INFORMATION

In June 2018, Governor Brown signed legislation establishing the PEI recognizing the continued statewide gap in Black infant mortality. The legislation provides funding to county health departments to promote leadership and coordination for widespread and lasting change in public awareness and in public health and clinical practice. In November 2018, the State awarded PEI Planning Grants to 13 county health departments, currently operating the Black Infant Health (BIH) program, for the purpose of improving Black infant birth outcomes and reducing infant mortality. This funding was awarded without an application being required.

The BIH program is designed to meet the health related needs of pregnant and postpartum African-American women through a State standardized model that features group intervention to encourage empowerment and social support in the context of a life course perspective and through social service case management to link clients with needed community health related services. DPH operated the BIH program in San Bernardino County from 1990 through 2010 and has again since 2014.

The purposes of the PEI Planning Grant award are to deepen understanding of the gaps in services within the Black community contributing to increased infant mortality rates and the promising interventions to reduce Black infant mortality through stakeholder engagement meetings and to develop a three-year PEI "Collective Impact" blueprint that outlines common goals, agenda, and shared measurements to reduce infant mortality among the BIH counties.

The key elements of the PEI Planning Grant workplan are to: 1) conduct an environmental scan to identify gaps in perinatal health care and community services; 2) attend State-hosted Community Engagement Meetings; 3) establish a local Perinatal Health Equity Community Advisory Board; 4) engage hospital partners to conduct Black preterm birth chart reviews and focus groups with mothers who delivered preterm to gain a deeper understanding of perinatal health care before, during, and after delivery; and 5) develop and implement a public health awareness campaign to bring focus to maternal and infant health disparities. DPH will use the PEI Planning Grant funding to complete the activities and deliverable items identified in the State-developed workplan that includes all the elements listed above.

Through a competitive request for applications (RFA) to be released by the State not later than June 2019, participating counties shall create a local community grant program and use the funding for the following interventions designated in the PEI legislation: 1) evidence-based or evidence-informed group prenatal care; 2) preconception and interconception care; 3) fatherhood or partnership initiatives; 4) evidence-based or evidence-informed home visitation programs; and/or 5) any other strategy based on local needs and resources that reduce preterm birth and infant mortality. The PEI Planning Grant process is intended to gather information and provide

insight to determine the intervention(s) that may be implemented most effectively throughout the county.

On November 19, 2018, DPH received the PEI Planning Grant award from the State. The State requires grant close out documents to be executed by the Chairman of the Board of Supervisors (Board) and designee in order to receive final payment. As such, this item is requesting designation of the Chairman of the Board, Chief Executive Officer, or DPH Director to execute such documents. This item is being presented to the Board at this time, as this is the first Board date available following the required operational, fiscal, and legal reviews. Approval on this date will allow DPH to begin PEI Planning Grant activities.

PROCUREMENT

The vendor, Harder+Company Community Research, was selected primarily due to its expertise in working with the maternal, child, and adolescent health populations. The vendor will complete key activities and deliverable items in the PEI Planning Grant's State-developed workplan, including a countywide environmental scan to identify gaps in perinatal health care and community services, conducting stakeholder engagement sessions and focus groups, convening an advisory board, and preparation of a needs assessment report and perinatal equity plan. A significant portion of the deliverable items for the State must be completed between March and June 2019. The deliverable items completed by Harder+Company Community Research will contribute to preparation of DPH's response to the aforementioned competitive State RFA. Purchasing concurs with the non-competitive justification of specialized expertise and time constraints.

REVIEW BY OTHERS

This item has been reviewed by Human Services Contracts (Jennifer Mulhall-Daudel, Contracts Manager, 388-0241) on December 13, 2018; County Counsel (Adam Ebright, Deputy County Counsel, 387-5455) on December 18, 2018 and (Kristina Robb, Deputy County Counsel, 387-5455) on December 27, 2018; Purchasing (Leo Gomez, Purchasing Manager, 387-2063) on December 20, 2018; Finance (Paul Garcia, Administrative Analyst, 386-8392) on December 20, 2018; and County Finance and Administration (Lory Klopfer, Deputy Director, HSS-Admin, 383-9711) on December 20, 2018.