



**County of Sacramento
Department of Health Services
Public Health Division**

REQUEST FOR PROPOSALS (RFP) No. DPH/098

Black Infant Health Program

MANDATORY PROPOSERS' CONFERENCE

November 5th, 2024, 9:00 a.m. (PST)

- Organizations must have representation at the Mandatory Proposers' Conference, held virtually, to submit an application.
- Organizations must register to attend the Mandatory Proposers' Conference through the online link shown in the RFP timeline. The registration deadline is shown in the RFP timeline.
- Each organization may register a maximum of three (3) representatives. Organizations may only register one time.

Proposals due no later than 5:00 pm (PST) December 6th, 2024

- LATE PROPOSALS WILL NOT BE ACCEPTED
- The proposal packet must be sent via email to DHS-PUBH-DPH098RFP@SACCOUNTY.GOV as a PDF file attachment or as a zipped file containing multiple documents.
- Mailed or hand-delivered hard copies, or faxed submissions will not be accepted.

Review all sections carefully and follow all instructions.

Release Date: October 28, 2024

RFP Timeline

Deadlines	Action
10/28/2024	Request for Proposals (RFP) released
11/4/2024 5:00 PM (PST)	<p>Mandatory Proposers' Conference Registration Deadline REGISTRATION IS REQUIRED TO ATTEND THE MANDATORY PROPOSERS' CONFERENCE Registration Link: https://saccountyct.sjc1.qualtrics.com/jfe/form/SV_20hH2TcILqmUN2m</p>
11/5/2024 9:00AM (PST)	<p>Mandatory Proposers' Conference ATTENDANCE IS REQUIRED TO APPLY Conference will be held virtually.</p>
11/13/2024 5:00 PM (PST)	Attachment 4: Proposer Questions Form submission deadline (see Attachment 4 for submission instructions)
12/6/2024 5:00PM (PST)	<p style="text-align: center;">PROPOSAL DEADLINE</p> <p style="text-align: center;">The proposal packet must be sent via email to: DHS-PUBH-DPH098RFP@SACCOUNTY.GOV as a PDF file attachment or as a zipped file containing multiple documents</p>
12/9/2024	Initial screening of proposals
12/9/2024	Notice of insurance deficiencies sent via email
12/16/2024 5:00 PM (PST)	Final date for proposers to submit corrections of all insurance deficiencies Email to: DHS-PUBH-DPH098RFP@SACCOUNTY.GOV
12/17/2024	Notice of disqualification emailed to proposers
1/17/2025	Evaluation of proposals completed
1/24/2025	Award recommendation(s) emailed to proposers
1/31/2025 5:00 PM (PST)	Final date to submit written protest to Department of Health Services Director by email: DHS-Director@SacCounty.gov
2/7/2025	Response to protest

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SECTION I. OVERVIEW

A. **PURPOSE**

The County of Sacramento, Maternal, Child, and Adolescent Health Program (MCAH) is issuing this Request for Proposals (RFP) for the purpose of soliciting proposals from interested and qualified organizations for the provision of maternal and child health services to Black pregnant and parenting women (18 years and older), their infants from birth to 12 months, and their families within Sacramento County for the Black Infant Health (BIH) Program.

This RFP establishes guidelines, criteria, and procedures for submitting proposals.

The MCAH program expects to contract with up to three organizations that successfully demonstrate the ability to provide culturally and linguistically appropriate community education and care coordination services that are designed to promote healthy lifestyles, provide access to quality maternal and child health services for pregnant and parenting Black women and reduce infant mortality in accordance with the guidelines described herein. For the remainder of this document, the selected organization will be referred to as “Contractor.”

B. **BACKGROUND**

The BIH program is administered under the MCAH in Sacramento County’s Division of Public Health. In 1989, the California Department of Public Health (CDPH) expanded its commitment toward assuring that all babies are born healthy by placing an emphasis on Black infants because of the alarming and disparate morbidity and mortality in that community. Toward that end, CDPH established a BIH program in its MCAH program. Funding was made available to the 17 health jurisdictions where 97% of California’s Black live births and infant deaths occurred. Sacramento County was one of those jurisdictions. CDPH developed six practice interventions (prenatal care outreach and follow-up; case management; health behavior modification; social support and empowerment; prevention; and role of men) to improve the birth outcomes of Black infants.

The MCAH supports the development, implementation and evaluation of the BIH Program. The 2015-2018 BIH Program evaluation covered three state fiscal years (July 1, 2015 – June 30, 2018) and focused primarily on implementation of the prenatal group-based model of the BIH Program across 17 sites in 15 local health jurisdictions (LHJs) throughout California. Services are provided in communities where over 90% of Black births occur: Alameda, Contra Costa, Fresno, Kern, Los Angeles, Riverside, Sacramento, San

Bernardino, San Diego, San Francisco, San Joaquin, Santa Clara, Long Beach, and Pasadena.

In Sacramento County, the Black community experiences a disproportionate burden of infant mortality in comparison to other racial/ethnic groups. Black infants are more than twice as likely to die during their first year of life compared to infants born to mothers of other racial/ethnic groups. According to data from the Sacramento County Department of Health Services, in 2018, the overall infant mortality rate (IMR) in Sacramento County was 4.8 per 1,000 live births, compared to an IMR of 12.6 infant deaths per 1,000 live births for Black people. Although the 2018 statistics reflect a continuing decline in the Black IMR in Sacramento County, work still remains to reach the Healthy People 2030 goal of reducing the infant mortality rate (IMR) in the United States to no more than 5.0 deaths per 1,000 live births. This target is part of a broader objective to improve maternal, infant, and child health outcomes by focusing on several key areas: reducing preterm births, increasing access to prenatal care, promoting safe sleep practices, and addressing social determinants of health that disproportionately affect vulnerable populations.

C. PROGRAM DESCRIPTION

The BIH Program is a client-centered, strength-based group intervention with complementary case management that embraces the life course perspective and promotes skill building. Weekly group sessions help women build social support, access their strengths, make positive choices and set health-promoting goals. Each BIH Site (Contractor) shall also assure program fidelity, collect and enter participant and program data into the electronic Efforts to Outcomes (ETO) data system and engage community partner organizations.

PROGRAM GOALS

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

TARGET POPULATION

The BIH Program serves pregnant and/or parenting Black women, ages 18 years and older, their infants from birth to 12 months, and their families residing in Sacramento County.

SERVICE COMPONENTS

Contractors will be required to implement the attached *Scope of Work* (Attachment 5).

D. TOTAL AVAILABLE FUNDS

The County is seeking a qualified Contractor(s) to implement the BIH program under a cost reimbursement agreement for the three-year period of July 1, 2025 through June 30, 2028. Services are anticipated to begin July 1, 2025. An estimated amount of \$1,620,000 has been allocated for these program services for the period indicated contingent upon the availability of funds from the MCAH Division of the CDPH. The number of awards will be determined by the quality of the proposals received. The County may, but is not obligated, to extend awarded contract(s) contingent on the availability of funds and contractor performance.

Proposers must be willing to accept a contract term and budget different than reflected in their proposal.

Total Available Funds for this RFP = \$1,620,000		
Total Available Funds for each Fiscal Year (FY) (detailed below)		
FY 2025-2026 (07/01/25-06/30/26)	FY 2026-2027 (07/01/26-06/30/27)	FY 2027-2028 (07/01/27-06/30/28)
Up to \$540,000	Up to \$540,000	Up to \$540,000

E. ELIGIBILITY TO APPLY/MINIMUM REQUIREMENTS

Those organizations that meet all of the following criteria are eligible to submit a proposal in response to this RFP:

1. Single agency proposals only. No partnerships, multi-agency or fiscal sponsorship proposals will be accepted. Collaborations and subcontracting with other agencies is allowable; however, proposals must be submitted by, and in the name of, only one single agency.
2. Organization and services to be provided must be located in Sacramento County and staff must be available for regular meetings with MCAH staff and for data collection in Sacramento County;
3. Must be represented at the Mandatory Proposers' Conference for this RFP.
4. Must be a responsive proposer whose bid or proposal complies with all requirements of this RFP.
5. Must have the ability to comply with the proposed delivery or performance schedule, taking into consideration available expertise and any existing business commitments.
6. Must be in compliance with any outstanding corrective action plan with Sacramento County, as applicable.

7. Must have demonstrated capacity and at least three years of experience providing perinatal services and have at least three years of experience providing services to Black women and families.
8. Must have an employer/employee relationship with their personnel for the services provided to the County under this RFP.

F. MANDATORY PROPOSERS CONFERENCE

1. A Mandatory Proposers' Conference will be held virtually to discuss the RFP and requirements. Organizations interested in submitting a proposal must have representation at this conference or their proposal will be rejected as non-responsive (disqualified) without review and eliminated from further consideration.

2. The date/time of the virtual Mandatory Proposers' Conference is shown in the RFP timeline.

3. Organizations must register to attend the Mandatory Proposers' Conference.

Organizations must register for the Mandatory Proposers' Conference through the online link shown in the RFP timeline. The registration deadline is shown in the RFP timeline.

Each organization may register a maximum of three (3) representatives per organization.

- i. Organizations should designate one (1) representative as their principal Point of Contact (POC). Any necessary Public Health communication regarding this RFP process will be made through this POC.
- ii. Organizations should register all representatives simultaneously (using the same form).

After registering, organization representatives will receive a confirmation email containing the virtual meeting link and password for the Mandatory Proposers' Conference.

4. Because there will be listen-only access to the Mandatory Proposers' Conference, applicant questions about the RFP, its scope of work, and related processes will not be accepted during the Conference. See Section I, G. Proposer Questions, for instructions on submitting written proposer questions. Proposers must have Zoom audio and video conferencing capability in order to join the Mandatory Proposers' Conference and listen/view the RFP presentation.

5. **PLEASE HAVE A COPY OF THIS RFP AVAILABLE DURING THE MANDATORY PROPOSERS' CONFERENCE. COPIES WILL NOT BE PROVIDED.**

G. PROPOSER QUESTIONS

1. Organization representatives registered for the Mandatory Proposers' Conference will be emailed the Attachment 4: RFP DPH/098 Proposer Questions Form.
2. Proposer questions must be submitted on the Attachment 4: RFP DPH/098 Proposer Questions Form. The completed form must be attached to the sender's email and emailed to DHS-PUBH-DPH098RFP@SACCOUNTY.GOV by the date shown in the RFP timeline. Email subject line must read, "RFP DPH/098 Proposer Questions Form".
3. Questions in any other form (either written or oral) about the RFP, its scope of work, or related processes **will not be accepted.**
4. **Proposer questions will not be accepted after the Questions Form submission deadline as shown in the RFP timeline.**
5. Following the deadline for questions submission, answers to all substantive questions will be provided in the form of a question-and-answer document that will be emailed to organization representatives who attended the Mandatory Proposers' Conference. At the sole discretion of the County, questions may be paraphrased for clarity. Questions and answers will be provided without identifying the submitters.

SECTION II. ADMINISTRATIVE REQUIREMENTS

A. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

1. All proposal narratives and attachments must be submitted via email as a PDF file attachment or as a zipped file containing multiple documents and in the order specified in the Proposal Package Checklist (Exhibit B).
2. **Each page must be clearly and consecutively numbered, beginning with the RFP cover letter as page 1. (Exhibit A)**
3. Proposal Narrative and Budget Justification (Exhibit C) responses should be formatted using an 8.5 inch x 11 inch portrait page layout, double spaced, 1 inch margins, and a minimum of 12 point Arial or Times New Roman font.
4. Budget Template (Exhibit D) should be formatted using the provided Microsoft Excel template with an 8.5 inch x 11 inch portrait or landscape page layout, 1 inch margins, and a minimum of 10 point Arial or Times New Roman font. Template will be provided to Proposers' Conference attendees electronically.
5. The inclusion of elaborate artwork, expensive visuals, embedded web links or other presentations as part of the proposal package are neither necessary nor desired and will not be rated or scored.
6. The proposal must be submitted in the legal entity name of the proposer and that legal entity shall be party to the contract. Proposals submitted by a corporation must include the signature of an individual authorized by the corporation's board of directors. **Electronic and scanned authorized signature(s) will be accepted.**
7. Proposals must be received by email at DHS-PUBH-DPH098RFP@SACCOUNTY.GOV as a PDF file attachment or as a zipped file containing multiple documents. If size constraints require sending the proposal packet across multiple emails, all emails must be sent on the same calendar day. Email subject line should include organization name, RFP number, and whether the email contains all or parts of the proposal packet (examples: Smithsonian, RFP DPH/098 Proposal – Complete Packet or Smithsonian, RFP DPH/098 Proposal – Part 1 of 3). Email box DHS-PUBH-DPH098RFP@SACCOUNTY.GOV will send an Automatic Reply email notifying proposers that their email(s) have been sent to the correct email address.
8. **Proposals not received by the date/time shown in the RFP timeline to the indicated email address will be rejected.** It is the responsibility of the proposer to submit the proposal by the time and date to the email address specified above.
9. **Mailed, hand-delivered, or faxed submissions will not be accepted.** Proposals emailed to other email addresses will not be accepted.
10. **DHS will reject any proposals not substantially meeting all RFP requirements.**

B. **RULES GOVERNING COMPETITIVE PROPOSALS**

1. Costs for developing and submitting proposals are the responsibility of the proposer and shall not be chargeable in any way to the County of Sacramento.
2. If the County determines that revisions or additional data to the RFP are necessary, the County will provide addenda or supplements.
3. All proposals submitted become property of the County and will not be returned.
4. Issuance of this RFP in no way constitutes a commitment by the County to award a contract.
5. News releases pertaining to this RFP and its award shall not be made without prior written approval of the County.
6. All proposals shall remain confidential until the Sacramento County Board of Supervisors has awarded the contract(s), and the contract(s) are negotiated and executed.

C. **RIGHTS OF THE COUNTY**

The County reserves the right to:

1. Make a contract award to one or more proposers.
2. Make awards of contracts for all the services offered in a proposal or for any portion thereof.
3. Reject any or all proposals received in response to this RFP, or to cancel this RFP if it is deemed in the best interest of the County to do so. Reissue a cancelled RFP.
4. Negotiate, make changes, or terminate awards due to budgetary or funding changes or constraints.
5. Negotiate changes to proposal submissions.
6. Enter into negotiations with the proposer who submitted the next highest-rated proposal, or issue a new RFP, if a competitor that is selected through this RFP fails to accept the terms of the County contract.
7. Authorize renewal of contracts annually based on availability of funds and the success of the contractor in meeting the measurable outcomes stated in the contract.
8. Determine the amount of resources allocated to the successful proposer(s).
9. Require information in addition to the proposal for further evaluation, if necessary.
10. Check with references and share any information it may receive with the evaluation committee.
11. Require successful proposer(s) to sign a County contract.
12. Make the final determination of the requirement for the report of internal controls to be included with the financial statements.
13. Conduct evaluation and as a result make changes to various aspects of the program.

D. **SCREENING CRITERIA**

Proposals meeting all the screening requirements shall be submitted to an Evaluation Committee. The committee will evaluate the proposals based on the evaluation criteria specified in section II, E, below.

Portions of responses, including attachments that exceed the maximum page allowance will not be reviewed by the Evaluation Committee.

1. All proposals received by the deadline (from organizations with a representative at the Mandatory Proposers Conference) shall be screened to determine whether they meet the (a) formatting, (b) content, (c) financial stability, and (d) insurance requirements specified in this RFP.
 - a. Format requirements are found on page 10.
 - b. Proposal Content requirements are found on pages 15-16.
 - c. Financial statements will be screened by an Accounting Manager for the demonstration of financial stability.

The following items are included in the analysis of the complete financial statements:

- fiscal ratios
- financial stability
- financial statement not more than 24 months old

Additionally, the following items must be evidenced in the audited financial statements:

- No adverse auditor opinion
- No disclaimer of auditor opinion
- No going concern issues

The RFP allows for communication between the proposer, the Certified Public Accountant (CPA) who prepared the financial statement, and the Department's Accounting Manager. This communication includes additional documentation and reports to be provided to the Department's Accounting Manager and for those documents and explanations to be considered as part of the demonstration of financial stability.

- d. Insurance requirements, found in Exhibit E, are met by submission of an insurance certificate(s) demonstrating current coverage **AND/OR** a letter from an insurance broker indicating that a policy for the level of coverage required can be issued. IF COUNTY FINDS A DEFICIENCY WITH THE PROPOSER'S INSURANCE SUBMISSION, PROPOSER WILL HAVE UNTIL THE DATE SHOWN IN THE RFP TIMELINE TO SUBMIT ANY FURTHER INSURANCE DOCUMENTATION TO THE COUNTY. Proposers will be notified via e-mail regarding any deficiencies in the insurance submission.

2. Failure to furnish all information required in this RFP or to substantially follow the proposal format requested shall disqualify the proposal. Proposers will be notified of disqualification **by the date shown in the RFP timeline**. A proposer may protest screening disqualification by following the rules found on page 13, “Opportunity to Protest.”

E. **RATING PROCESS: GENERAL**

1. Those proposals that meet the minimum requirements as noted above will be included in a review and selection process. The proposals will be reviewed and evaluated by an Evaluation Committee, which may consist of County Staff, representatives from other public organizations, and/or individuals from the community at large. The panel of evaluators will recommend the highest rated proposal(s) to the DHS Director. The DHS Director will make final recommendations for contractor selection to the Board of Supervisors. The DHS Director may recommend a contractor that is not the highest rated and provide justification for the recommendation to the Board of Supervisors.
2. Recommendation(s) for the award(s) is contingent on successful resolution of any protests, which would otherwise restrict or limit such an award.
3. Notice of the recommendation(s) for the award(s) will be emailed to all proposers by **the date shown in the RFP timeline** after a notice of the proposed award(s) has been posted in the DHS office.
4. A minimum score of 70% is required to pass the evaluation. If the minimum score is not met, the proposal will be rejected. Scoring will be as follows:

ELEMENT	POINTS POSSIBLE
Proposal Narrative	90
Budget and Budget Justification (Template and Justification Narrative)	10
Total Points Possible	100

F. **OPPORTUNITY TO PROTEST**

1. Any proposer wishing to protest disqualification in the screening process or the proposed award recommendation(s) must submit a written letter of protest. Submit such a letter **by the date shown in the RFP timeline**. Any protest shall be limited to the following grounds:
 - a. The County failed to include in the RFP a clear, precise description of the format which proposals shall follow and elements they shall contain, the standards to be used in screening and evaluating proposals, the date on which proposals are due, and the timetable the County will follow in reviewing and evaluating them: and/or

- b. Proposals were not evaluated and/or recommendation(s) for award were not made in the following manner:
 - i. All proposals were reviewed to determine which ones met the screening requirements specified in the RFP; and/or
 - ii. All proposals meeting the screening requirements were submitted to an Evaluation Committee, which evaluated the proposals using the criteria specified in the RFP; and/or
 - iii. The proposal(s) judged best qualified by the Evaluation Committee was recommended to the Director of DHS for award; and/or
 - iv. The County correctly applied the standards for reviewing the format requirements or evaluating the proposals as specified in the RFP.
2. The written letter of protest of the proposed award(s) must reference the title and number of this RFP, and be submitted by email to DHS-Director@SacCounty.gov; email subject line must read, "Protest, RFP No. DPH/098".

Protest letters must be received at the above email address **by the date shown in the RFP timeline**. Mailed or hand-delivered hard copy letters, or faxed letters will not be accepted. Letters received by any other office will not be accepted. Oral protests will not be accepted. It is the proposer's responsibility to request an email delivery receipt to ensure receipt of delivery at the above email address by the date and time specified in the RFP Timeline. Protests will not be accepted after the deadline specified. Protest letter/email must clearly explain the failure of the County to follow the rules of the RFP as discussed in Opportunity to Protest, section F, above.

3. All written protests shall be investigated by the Director of DHS, or designee, who shall make a finding regarding any protest by the date shown in the RFP timeline.

G. **COMMENCEMENT OF WORK**

1. Contract(s) shall not be executed until after DHS has obtained Sacramento County Board of Supervisors approval for the contracts.
2. The successful proposer(s) shall be required to sign a Sacramento County contract. The successful proposer(s) must agree to all terms and conditions of any resultant contract with Sacramento County, which includes providing proof of required insurance coverage. Failure to conform to insurance requirements shall constitute grounds for termination of contract negotiations and the County may enter into negotiations with the next highest scoring proposer or reissue the RFP.

H. **CONTRACT PROVISIONS AND RESPONSIBILITIES OF PARTIES**

Attachment 1 is a sample of the County's agreement boilerplate. The attached boilerplate applies to organizations registered with the Secretary of State in California. Other boilerplates may vary. Attachment 2 is a sample of the County's additional provisions to the agreement.

SECTION III. PROPOSAL REQUIREMENTS

Proposals must include the following items 1 through 9 in the order specified below: (See referenced exhibits for complete instructions.)

EXHIBITS

1. RFP Cover Letter and Certification of Intent to Meet RFP Requirements

Exhibit A. The RFP Cover Letter/Certification of Intent must be completed with an authorized electronic or scanned signature and submitted with the proposal. Please type or clearly print directly on Exhibit A. **(The RFP Cover Letter is page 1 of your proposal.)**

2. Proposal Package Checklist

Exhibit B. All items included in the proposal package must be submitted in the order listed on the Proposal Package Checklist. The completed checklist must be submitted with the proposal.

3. Proposal Narrative and Budget Justification

Exhibit C. The Proposal Narrative and Budget Justification must enable an Evaluation Committee to determine whether the proposal meets the requirements of this RFP. Thus, it should be clearly written and concise but also explicit and complete.

4. Budget Template

Exhibit D. Template will be provided electronically.

5. Insurance Requirements

Exhibit E. The successful proposer(s) shall be required to obtain and maintain insurance according to Sacramento County insurance requirements.

6. Sacramento County Good Neighbor Policy Statement of Compliance

Exhibit F. The successful proposer shall be required to submit a signed Statement of Compliance with Sacramento County Good Neighbor Policy. Electronic or scanned signatures will be accepted. Proposers must complete and include the Statement of Compliance with Sacramento County Good Neighbor Policy. See Attachment 3 for County of Sacramento Good Neighbor Policy.

7. County of Sacramento Contractor Certification of Compliance Form (Child, Family and Spousal Support)

Exhibit G. When a proposer submits a bid, proposal or other offer to provide goods or perform services for or on the behalf of the County, the proposer must complete and submit signed Certification. Electronic or scanned signatures will be accepted.

8. Certification Regarding Debarment and Suspension

Exhibit H. Proposer agrees to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that Federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. The proposer must submit signed Certification. Electronic or scanned signatures will be accepted.

9. Independently Audited Financial Statement

Submit your latest complete audited financial statement with accompanying notes, completed by an independent Certified Public Accountant (CPA), for a fiscal period not more than 24 months old at the time of submission. Use of generally accepted accounting principles (GAAP) is required. The demonstration of your organization's financial stability will be evaluated. If the audit is of a parent firm, the parent firm shall be party to the contract.

If the total budget amount of your proposal, plus the total of all your agency's existing contracts with DHS is less than \$250,000 annually, a reviewed financial statement may be provided in place of the audited financial statement. The reviewed financial statement shall be prepared by an independent CPA in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants (AICPA) and must be for a fiscal period of not more than 24 months old at the time of submission.

**RFP COVER LETTER AND CERTIFICATION
OF INTENT TO MEET RFP REQUIREMENTS**

SUBJECT: Black Infant Health Program Services In Sacramento County RFP No. DPH/098

Name of proposer (Legal Entity)

Name, Parent Corporation (if applicable)

Address of proposer (Street, City, and Zip Code)

Proposer’s federal tax identification number

Contact person (Name, title, phone number, e-mail address)

Name and title of person(s) authorized to sign for agency

List all Black Infant Health or Perinatal Equity Initiative contracts your agency has had for the last five years.

1. List contracts completed in the last five years.

<u>Year</u>	<u>Contracting Agency</u>	<u>Type of Service</u>	<u>Location</u>	<u>Amount</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

2. List contracts, or other commitments (e.g. consulting arrangements), currently in force.

<u>Year</u>	<u>Contracting Agency</u>	<u>Type of Service</u>	<u>Location</u>	<u>Amount</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

3. Provide details of any failure or refusal to complete a contract.

ORGANIZATION’S ELIGIBILITY TO APPLY/MINIMUM REQUIREMENTS	YES/NO
1. Are you submitting a proposal as a Single agency only? No partnerships, multi-agency or fiscal sponsorship proposals will be accepted. Collaborations and subcontracting with other agencies is allowable; however, proposals must be submitted by, and in the name of, only one single agency.	
2. Is your organization and the services to be provided located in Sacramento County and is your staff available for regular meetings with MCAH staff and for data collection in Sacramento County?	
3. Was your organization represented at the mandatory proposers’ conference for this RFP?	
4. Are you a responsive proposer whose bid or proposal complies with all requirements of this RFP?	
5. Does your organization have the ability to comply with the proposed delivery or performance schedule, taking into consideration available expertise and any existing business commitments?	
6. Organization is in compliance with any outstanding corrective action plan?	
7. Does your organization have demonstrated capacity and at least three years of experience providing perinatal services and have at least three years of experience providing services to Black women and families?	
8. Does your organization have an employer/employee relationship with their personnel for the services provided to the County under this RFP?	

Certification

I certify that all statements in my proposal are true. This certification constitutes a warranty, the falsity of which shall entitle Sacramento County to pursue any remedy authorized by law which shall include the right, at the option of the County, of declaring any contract made as a result hereof void. I agree to provide the County with any other information the County determines is necessary for the accurate determination of the agency’s qualification to provide services.

I certify that the _____(agency’s name) will comply with all requirements specified in the RFP which are applicable to the services which we wish to provide. I agree to the right of the County, state, and federal government to audit _____(agency’s name) financial and other records.

Signature of proposer or Authorized Agent

Date

PROPOSAL PACKAGE CHECKLIST

The proposal checklist **MUST** be completed and submitted with your proposal. All items must be submitted in the order listed. Please utilize this checklist to ensure that your proposal package is complete.

CHECKBOX ITEMS

- 1. RFP Cover Letter and Certification of Intent to Meet RFP Requirements. This is Page 1 of the proposal (Exhibit A)
- 2. Proposal Package Checklist (Exhibit B)
- 3. Proposal Narrative and Budget Justification (Exhibit C)
- 4. Budget Template (Exhibit D)
- 5. Certificate(s) of Insurance, documenting current coverage (Exhibit E)
 - General Liability: \$2,000,000
 - Automobile Liability: \$1,000,000
 - Worker’s Compensation/Employers Liability: Statutory/\$1,000,000
 - Professional Liability or Errors and Omissions Liability: \$1,000,000
 - Sexual Molestation & Abuse: \$250,000/\$1,000,000 (per person or occurrence/annual aggregate)
 - Cyber Liability including Identity Theft, Information Security and Privacy Injury: \$1,000,000 per claim or incident and \$1,000,000 aggregate
- OR--
- Insurance Broker’s Letter Demonstrating Ability to Meet County Requirements
- 6. Sacramento County Good Neighbor Policy Statement of Compliance (Exhibit F)
- 7. County of Sacramento Contractor Certification of Compliance Form with Child, Family and Spousal Support (Exhibit G)
- 8. Certification Regarding Debarment and Suspension (Exhibit H)
- 9. Independently Audited Financial Statement (page 16)

- SUBMISSION STANDARDS**
- Use this list to check your proposal for compliance with screening requirements
- Authorized signatures on all documents in proposal package (electronic or scanned signatures will be accepted)
 - Proposal submitted by the date/time shown in RFP timeline
 - All documents meet format and content requirements
 - Independently Audited Financial Statement not more than 24 months old
 - Insurance requirements met
 - Attended Mandatory Proposers’ Conference

PROPOSAL NARRATIVE AND BUDGET JUSTIFICATION

PROPOSAL NARRATIVE INSTRUCTIONS:

The proposal narrative includes the sections listed in the table below. The budget justification includes the section titled Budget and Budget Justification. Begin a new page with each section. Within each section, state the question prior to providing your answer. The maximum page requirements per section include the statement of the question and any supporting attachments for that question. Any additional pages beyond the maximum page allowance per section will be removed and will not be reviewed by the Evaluation Committee. See formatting requirements (Section II, A.) on page 10.

PROPOSAL NARRATIVE for Black Infant Health Program in Sacramento County RFP No. DPH/098			
Sections to be addressed:	Applicants will be rated on clarity and completeness of the response, and:	Maximum Pages	Maximum Points
<p>Section 1. Agency Information/Capacity/Capability</p> <ol style="list-style-type: none"> 1. Describe the nature of your business and the mission of your organization. Explain the services you currently provide and the staffing. 2. Describe your capacity and resources to ensure timely start-up and implementation of the proposed project. 3. Describe your experience, including number of years, successfully providing perinatal outreach, health education, and coordinating services for Black families. 4. Provide examples of experience including, but not limited to, work on similar projects or prior working relationships with County organizations and/or programs. Explain how this experience relates to the BIH Program services described in 	<p>Extent the organizational structure (i.e., mission, infrastructure, and current services) and staffing pattern support the proposed services.</p> <p>Examples provided of successful, effective, and relevant past work experience that demonstrates the organization’s capacity to successfully undertake the proposed work.</p> <p>Organization’s understanding of BIH program goals and objectives along with the role your organization will play in implementing the program.</p>	6	30

PROPOSAL NARRATIVE for Black Infant Health Program in Sacramento County RFP No. DPH/098			
Sections to be addressed:	Applicants will be rated on clarity and completeness of the response, and:	Maximum Pages	Maximum Points
<p>this RFP. Please describe the volume of services similarly performed through your organization, and address your staff’s capabilities to provide stated services to the Black community.</p> <p>5. Describe why your organization is interested in implementing the BIH program. Describe how your organization can assist in reducing the Black infant mortality/morbidity disparity throughout Sacramento County.</p> <p>6. Share if your organization has had either prior performance improvement plans issued or notification of poor performance in implementing program contracts. How has your agency addressed these issues in the past, and how will you address them in the future?</p>	<p>Plan to assist in reducing Black infant mortality throughout Sacramento County.</p>		
<p>Section 2. Knowledge of Black Women/Birthing People and Black Families</p> <p>1. Describe in in detail your organization’s understanding of the needs of Black women and their families. Describe how this population is unique in their need for services (e.g., social services, health issues, etc.) and how your organization is positioned to meet these needs.</p> <p>2. Using local and regional information wherever available, please describe the magnitude of the problem in the</p>	<p>Ability to accurately identify and describe the needs of Black women and their families.</p> <p>Understanding of potential challenges/barriers and how the organization plans to address them.</p> <p>Extent of existing relationships and/or proposed collaborations to effectively address</p>	<p>5</p>	<p>15</p>

PROPOSAL NARRATIVE for Black Infant Health Program in Sacramento County RFP No. DPH/098			
Sections to be addressed:	Applicants will be rated on clarity and completeness of the response, and:	Maximum Pages	Maximum Points
<p>community(ies) you propose to serve. Both statistical and anecdotal information are acceptable.</p> <p>3. Describe the opportunities and barriers anticipated for the implementation of the proposed program</p> <p>4. Describe your proposed plan to address and/or reduce these barriers. Include planned collaborations and/or existing relationships with other entities that will assist in overcoming any barriers.</p>	<p>important unmet needs or service gaps for Black women and their families.</p>		
<p>Section 3. Program Overview and Implementation</p> <p>1. Describe your organization’s plan for locating and providing appropriate facility(ies) for the proposed program. Provide a proposed schedule for hours of operation and facility(ies) information including office space, parking availability, and plans for child care.</p> <p>2. Describe your organization’s plan to identify and hire required staff, include proposed timeline and plan for identification of a team lead to oversee this program. Describe strategies that will be used to retain staff.</p> <p>3. Describe how your organization will ensure staffing meets the required qualifications necessary to support the activities as described in Attachment 5.</p>	<p>Availability and flexibility of service times to meet the needs of the target population.</p> <p>Plan for recruiting, hiring, and retaining qualified program staff.</p> <p>Description of the proposed program and process for implementing program activities for Black families.</p> <p>Plan to meet SOW goals, objectives, and outcomes that the proposed program is designed to promote.</p>	<p>6</p>	<p>25</p>

PROPOSAL NARRATIVE for Black Infant Health Program in Sacramento County RFP No. DPH/098			
Sections to be addressed:	Applicants will be rated on clarity and completeness of the response, and:	Maximum Pages	Maximum Points
<p>4. Describe your plan to implement the goals and objectives as described in Attachment 5.</p> <p>5. Describe how your program shall:</p> <p>a) Develop and implement strategies for recruitment and outreach of eligible women/birthing people into the program and comply with program requirements.</p> <p>b) Ensure participant enrollment, retention, and completion of prenatal and postpartum group sessions.</p> <p>c) Provide case management/1:1 services and life planning services and comply with program requirements.</p> <p>d) Ensure that participants are assessed and provided with appropriate community referrals and health education opportunities</p> <p>6. As a provider in facilitating client access to social and health services, describe your role as an access/entry point to other services within the community.</p>	<p>Demonstration that the proposed services will facilitate and support access to, maintenance of, and adherence to primary medical care and support services for Black women and their families.</p> <p>Quality of plan for outreach, recruitment, and retention of women/birthing people in program services.</p>		
<p>Section 4: Evaluation and Reports</p> <p>1. Refer to page 6 of this RFP for the BIH Program Goals and refer to the Scope of Work (Attachment 5) for the measurable objectives. Describe how your organization will assess the effectiveness of services for BIH clients.</p>	<p>Description of the impact of the proposed activities and plans for assessing the delivery of services to Black women and their families.</p>	<p>3</p>	<p>15</p>

PROPOSAL NARRATIVE for Black Infant Health Program in Sacramento County RFP No. DPH/098			
Sections to be addressed:	Applicants will be rated on clarity and completeness of the response, and:	Maximum Pages	Maximum Points
<p>2. Describe how your organization will ensure the use of the State BIH data management system, include methodology for tracking client outcomes. Explain how you will ensure timely submission of accurate data.</p>	<p>Identification of a quality process for monitoring the success of providing these services and the desired outcomes.</p> <p>Description of capacity to ensure the use of the State BIH data management system and activities that will ensure required reports are prepared and provided to MCAH in a timely manner.</p>		
<p>Section 5: Good Neighbor</p> <p>1. Describe how your organization will ensure compliance with Sacramento County’s Good Neighbor Policy. Refer to Attachment 3.</p>	<p>Compliance with the elements of the Good Neighbor Policy</p>	<p>2</p>	<p>5</p>

PROPOSAL NARRATIVE for Black Infant Health Program in Sacramento County RFP No. DPH/098			
Sections to be addressed:	Applicants will be rated on clarity and completeness of the response, and:	Maximum Pages	Maximum Points
Section 6: Budget and Budget Justification 1. Complete the Budget Template (Exhibit D) following the instructions in Exhibit D. 2. Provide a Budget Justification narrative. Describe how the proposed budget costs will support the proposed Scope of Work (Attachment 5). Include personnel expenses, operating expenses, other costs, and indirect costs.	The budget is reasonable for the proposed quantity and quality of services. Budget Justification and Budget Narrative should match Accuracy of Budget Template Adherence to Budget Template instructions (Exhibit D) Directly supports the Scope of Work (Attachment 5)	4 (BUDGET TEMPLATE is NOT included in this page limitation)	10
TOTAL PAGES MAXIMUM FOR NARRATIVE/ MAXIMUM POSSIBLE POINTS FOR NARRATIVE		26	100

BUDGET TEMPLATE

BUDGET TEMPLATE INSTRUCTIONS

1. Proposers are only required to complete budgets for the first project year: Fiscal Year 2025-2026 (07/01/2025 - 06/30/2026).
2. The budget request must be in the same format as in this Exhibit (an electronic copy of the Budget Template will be provided to Mandatory Proposers Conference attendees).
3. List your organization's legal name at the top of first page.
4. There are four line item categories within the budget: I) Personnel Expenses, II) Operating Expenses, III) Other Costs, and IV) Indirect Expenses. There may be multiple items within any one category.
5. Round off dollars to the nearest whole number and percentages to two decimal points.
6. Use the budget to reflect your proposed expenditure. If the space provided for the required information is not sufficient, you can modify the rows to add additional information as needed. (e.g., additional personnel titles and information). **If adding rows or columns to the Excel Budget form be sure to update the formulas and format the cells, rows, and/or columns added.**
7. Use a calculator or other method to verify total calculations. Do not rely on formulas.

I. Personnel Expenses

1. Personnel Expenses include all personnel expenses to operate the project.
2. List personnel by position title and by name. If a position will be created for this project or is currently vacant, indicate TBD (to be determined) for name.
3. Indicate the annual salary requested per position, based on the salary and FTE.
4. All employees must be entered as 1.0 FTE (full time)
5. Indicate percentage of employee benefits and total amount.
6. Verify the total of all personnel expenses.

II. Operating Expenses

1. Operating Expenses may include items such as office supplies, equipment rental, space rental, utilities, telephone, travel, training, media, and duplicating/printing.
2. Travel must be matched to the geographical boundaries and needs of the project. Mileage is reimbursed at the rate set by the State of California Department of Personnel Administration (currently \$0.670 per mile). Reimbursement for travel outside of Sacramento County cannot exceed the current rates set by the State of California, except in designated high cost areas. For further information, see <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

III. Other Costs

1. Other Costs may include expenditures such as educational materials, client support materials (incentives), client transportation, and outreach materials.

IV. Indirect Expenses

1. Indirect administrative overhead expenses that support the project. Examples of common Indirect Expenses include insurance, building maintenance, bookkeeping, auditing, etc. Indirect administrative overhead expenses cannot exceed 13% of the budgeted total personnel expenses.

BUDGET: Black Infant Health Program in Sacramento County
TERM: Fiscal Year 2025-2026

Organization Name: _____

I. PERSONNEL EXPENSES					
Position Title and Staff Name(s)	Annual Salary	FTE			Total
	\$ -	-			\$ -
	\$ -	-			\$ -
	\$ -	-			\$ -
	\$ -	-			\$ -
	\$ -	-			\$ -
	\$ -	-			\$ -
	\$ -	-			\$ -
	\$ -	-			\$ -
	\$ -	-			\$ -
Subtotal Salaries				\$ -	\$ -
Benefits			Benefits		
			:%: 0.00%	\$ -	\$ -
(A) Total Personnel Expenses				\$ -	\$ -
II. OPERATING EXPENSES					
Description					Total
				\$	-
				\$	-
				\$	-

		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
(B) Total Operating Expenses	\$ -	\$ -
III. OTHER COSTS		
Description		Total
		\$ -
		\$ -
		\$ -
(C) Total Other Costs	\$ -	\$ -
IV. INDIRECT EXPENSES		
(D) Total Indirect Expenses	Indirect Expenses	\$ -
(limited to 13% of Personnel Expenses)	%:	\$ -
TOTAL PROGRAM EXPENSES (A+B+C+D)		
	\$ -	\$ -

INSURANCE REQUIREMENTS

Following this page is a sample of the insurance exhibit included in Sacramento County agreements. The types of insurance and minimum limits required for any agreement resulting from this RFP are specified in the sample insurance exhibit. A contract negotiated following this RFP will include the attached insurance exhibit.

Your proposal should include a standard certificate of insurance showing current coverages. **If your current insurance coverage does not conform to the requirements of the attached insurance exhibit, do not obtain additional insurance until a contract is offered.** *You must, however, provide written evidence, which must be in the form of a letter from your insurance broker or agent that you will be able to have the required insurance in place before a contract is signed and services commence.*

IF DURING THE PROPOSAL SCREENING FOR THIS RFP, THE COUNTY FINDS A PROBLEM WITH THE PROPOSERS' INSURANCE SUBMISSION, PROPOSER WILL HAVE UNTIL **THE DATE SHOWN IN THE RFP TIMELINE** TO SUBMIT ANY REQUIRED DOCUMENTATION TO THE COUNTY. Proposers will be notified via e-mail regarding any deficiencies in the insurance submission.

Certificate holder or additional insured proof is not required as part of this RFP.

If you receive a formal contract offer at the completion of this RFP process, and your current insurance coverage does not meet the insurance requirements of the contract, you must provide proof of the required coverage at the time required by the County or the County has the right to enter into negotiations with the proposer who submitted the next highest-rated proposal, or issue a new RFP.

In general, the best course is to provide the sample exhibit to your insurance agent or broker and direct him or her to provide a standard certificate of insurance to certify the coverage currently in force.

**COUNTY OF SACRAMENTO
DEPARTMENT OF HEALTH SERVICES
INSURANCE REQUIREMENTS**

1.0. INSURANCE REQUIREMENTS

1.1. CONTRACTOR shall procure, maintain, and keep in force at all times during the term of the Contract, at CONTRACTOR's sole expense, the following minimum required insurance policies and limits which are intended for the protection of COUNTY and the public. CONTRACTOR's obligations for loss or damage arising out of CONTRACTOR's work or services are in no way limited by the types or amounts of insurance set forth herein. In specifying minimum insurance requirements herein, COUNTY does not assert that the required minimum insurance is adequate to protect CONTRACTOR. CONTRACTOR is solely responsible to inform itself of the types and amounts of insurance it may need beyond these requirements to protect itself from loss, damage or liability. It is the sole responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits and forms specified in this Insurance Requirements Exhibit.

1.2. COUNTY reserves the right to modify the required minimum insurance coverages and limits depending on the scope and hazards of the work or services to be provided. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required. Any claim by CONTRACTOR that COUNTY's insurance changes result in higher costs will be subject to review and approval by COUNTY, whose approval will not be unreasonably withheld.

1.3. Where a specific Insurance Services Office (ISO) form is referenced in these Requirements or the CONTRACTOR utilizes "a form or policy language as broad in scope and coverage" to satisfy the insurance requirements required herein, CONTRACTOR shall use the most recently approved State edition or revision of the form(s) or policy language to satisfy the insurance requirements.

2.0. Verification of Coverage

2.1. CONTRACTOR shall furnish COUNTY with original certificates and copies of required endorsements, or original certificates and copies of the applicable insurance policy language effecting coverage required by this Exhibit; or a combination thereof.

2.2. COUNTY reserves the right to require that CONTRACTOR also provide a copy of the declarations page and a copy of the schedule of forms and endorsements of each policy of insurance required herein. COUNTY further reserves the right to require that CONTRACTOR, through its broker, provide explanatory memoranda regarding coverages, endorsements, policy language, or limits as required herein. All required verifications of coverage are to be received and accepted by COUNTY before work or services commence. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them.

2.3. COUNTY reserves the right to require complete copies of all required insurance policies, including endorsements, required by this Exhibit, at any time and with reasonable notice.

2.4.If CONTRACTOR utilizes proprietary coverage forms or endorsements, CONTRACTOR has the option of having its broker provide explanatory memoranda confirming coverage and limits as required herein.

3.0. Minimum Scope of Insurance and Limits

CONTRACTOR’s coverage shall include the following:

3.1.GENERAL LIABILITY: Commercial General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage, personal and advertising injury, contractual, and products and completed operations. Coverage shall be at least as broad as “Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 0001” (Occurrence Form) or a form as broad in scope and coverage. The limits of liability shall be not less than:

Each Occurrence	Two Million Dollars (\$2,000,000)
Personal & Advertising Injury	Two Million Dollars (\$2,000,000)
Products and Completed Operations	Two Million Dollars (\$2,000,000)
Aggregate	
General Aggregate	Two Million Dollars (\$2,000,000)

3.2.AUTOMOBILE LIABILITY: Automobile Liability insurance providing protection for bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as ISO Business Auto Coverage Form CA 0001 (or a form or policy language as broad in scope and coverage), symbol 1 (any auto), if commercially available. Use of any symbols other than symbol 1 for liability for corporate/business owned vehicles must be declared to and accepted by COUNTY in writing. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. The minimum limits of liability shall not be less than the following for each accident:

Corporate/Business Owned Private Passenger Vehicles	One Million Dollars (\$1,000,000)
Commercial Vehicles	One Million Dollars (\$1,000,000)

3.2.1. If there are no corporate/business owned vehicles covered by a Commercial Auto Policy, then personal automobile insurance requirements apply to any individually owned personal vehicles used by CONTRACTOR for work or services being provided.

3.2.2. The personal automobile liability limits shall not be less than:
\$300,000 Combined Single Limit or, if split limits are used, \$100,000 per person, \$300,000 each accident, \$100,000 property damage.

3.3. WORKERS' COMPENSATION: Workers' Compensation insurance, with coverage as required by the State of California (unless the CONTRACTOR is a qualified self-insurer with the State of California), and Employers' Liability coverage. The limits of Employers' Liability shall not be less than:

Each Accident	One Million Dollars (\$1,000,000)
Disease Each Employee	One Million Dollars (\$1,000,000)
Disease Policy Limit	One Million Dollars (\$1,000,000)

3.3.1. The Workers' Compensation policy required herein shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers. In the event CONTRACTOR is self-insured, CONTRACTOR shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. CONTRACTOR hereby agrees that it waives its right of subrogation against COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers in the event a Workers' Compensation claim is filed by CONTRACTOR under any self-insured program.

3.3.2. If CONTRACTOR does not have any statutory employees, then Sections 3.3 and 3.3.1 do not apply. If CONTRACTOR hires employees during the term of the Agreement, then CONTRACTOR must comply with Sections 3.3 and 3.3.1.

3.4. UMBRELLA or EXCESS LIABILITY policies: CONTRACTOR is granted the option of arranging the required coverages and limits under a single policy or by a combination of underlying policies with the balance provided by an Excess or Umbrella liability policy equal to the total Per Occurrence and Aggregate limits required on the Commercial General Liability policy and the Combined Single Limit on the Commercial Automobile Liability policy.

3.5. CYBER LIABILITY INCLUDING ERRORS AND OMISSIONS, IDENTITY THEFT, INFORMATION SECURITY and PRIVACY INJURY LIABILITY

3.5.1. The minimum limits shall be not less than \$1,000,000 per claim or incident and \$1,000,000 aggregate. Coverage shall include but is not limited to:

3.5.2. Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach.

3.5.3. Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.

3.5.4. Administrative expenses for forensic expenses and legal services.

3.5.5. Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.

3.5.6. Identity event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

3.6. PROFESSIONAL LIABILITY with TECHNOLOGY ERRORS AND OMISSIONS: OMITTED

3.7. PROFESSIONAL LIABILITY: Errors and Omissions (E&O) Liability insurance appropriate to the CONTRACTOR's profession or services.

3.7.1. The minimum limits shall be not less than \$1,000,000 per claim and aggregate.

3.8. If Professional Liability with Technology Errors and Omissions or Professional Liability coverage is written on a Claims Made form:

3.8.1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.

3.8.2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.

3.8.3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

3.9. ABUSE or MOLESTATION: Coverage appropriate to the CONTRACTOR's profession. Coverage may be written as part of the CONTRACTOR's Commercial General Liability, or part of the CONTRACTOR's Professional (E&O) Liability, or on a stand-alone basis. Minimum limits shall be not less than \$250,000 per person or per occurrence and \$1,000,000 aggregate.

4.0. Specific Insurance Requirements Related to Commercial General Liability Policies

CONTRACTOR's Commercial General Liability policy shall contain the following provisions:

4.1. COUNTY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers (collectively, "COUNTY ADDITIONAL INSUREDS") shall be included as Additional Insureds as respects liability caused, in whole or in part, by the acts or omissions of CONTRACTOR, or the acts or omissions of those acting on behalf of CONTRACTOR; or premises owned, occupied or used by CONTRACTOR in conjunction with work or services provided by CONTRACTOR.

4.2. The required additional insured status of COUNTY ADDITIONAL INSUREDS may be satisfied by any of the following methods:

4.2.1. Use of a commercially available ISO Additional Insured form or other comparable insurance company form as broad in scope and coverage that provides "automatic" or "blanket" additional insured coverage as required by written contract or agreement.

4.2.2. Use of policy language as broad in scope and coverage that provides "automatic" or "blanket" additional insured coverage as required by written contract or agreement.

4.2.3. Use of a commercially available ISO Additional Insured endorsement form or other comparable insurance company form as broad in scope and coverage that specifically names COUNTY ADDITIONAL INSUREDS as Additional Insureds.

4.3. COUNTY ADDITIONAL INSUREDS shall be included under CONTRACTOR's Completed Operations coverage as required by written contract or agreement or as specifically endorsed as applicable.

4.4. CONTRACTOR's Commercial General Liability policy shall include a waiver of subrogation in favor of the COUNTY ADDITIONAL INSUREDS as required by written contract or agreement or as specifically endorsed as applicable.

4.5. CONTRACTOR's Commercial General Liability policy shall provide that for any claims related to the Agreement, CONTRACTOR's insurance coverage shall be primary and non-contributory, as required by written contract or agreement, or as specifically endorsed as applicable, as respects COUNTY ADDITIONAL INSUREDS. Any insurance or self-insurance maintained by COUNTY ADDITIONAL INSUREDS shall be excess of CONTRACTOR's insurance, whether CONTRACTOR's insurance is self-insurance, a primary Commercial General Liability policy, excess or umbrella policy, or a combination thereof, and any insurance or self-insurance maintained by COUNTY ADDITIONAL INSUREDS shall not contribute with it.

4.6. CONTRACTOR's Commercial General Liability policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4.7. If CONTRACTOR maintains higher limits than the minimums shown above, whether on a primary or excess basis, COUNTY requires and shall be entitled to coverage with the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverages shall be available to COUNTY.

4.8. CONTRACTOR shall maintain the required Commercial General Liability policy, including Completed Operations, at not less than the required minimum limits, for not less than two (2) years after completion of the work or services; or termination or expiration of the contract. CONTRACTOR shall furnish COUNTY with original certificates and copies of required amendatory endorsements, or original certificates and copies of the applicable insurance policy language effecting coverage required by this Contract; or a combination thereof, for the required two (2) years.

4.9. If CONTRACTOR will utilize subcontractors or subconsultants to perform work or services, CONTRACTOR shall require each of its subcontractors or subconsultants, at every tier, to include COUNTY ADDITIONAL INSUREDS as Additional Insureds, including Completed Operations, as required by written contract or agreement, or specifically endorsed as applicable.

4.10. CONTRACTOR shall also have each of its subcontractors or subconsultants, at every tier, to include primary language and waivers of subrogation on their Commercial General Liability policies and Workers' Compensation policies in favor of COUNTY ADDITIONAL INSUREDS, as required by written contract or agreement, or specifically endorsed as applicable.

4.11. It is the express duty of CONTRACTOR that it verifies that its subcontractors, at every tier, have met the requirements stated in 4.9. through 4.11.

4.12. Failure of CONTRACTOR to obtain additional insured status, primary and non-contributory language, and waivers of subrogation for COUNTY ADDITIONAL INSUREDS, by CONTRACTOR and its subcontractors or subconsultants, at every tier, shall be considered a material breach of the Agreement.

5.0. Specific Insurance Requirements Related to Commercial Automobile Liability Policies

5.1. CONTRACTOR's Commercial Automobile Liability policy shall include COUNTY ADDITIONAL INSUREDS as indemnitees and additional (designated) insureds as required by written contract or agreement, or specifically endorsed as applicable.

5.2. CONTRACTOR's Commercial Automobile policy shall include a waiver of subrogation in favor of the COUNTY ADDITIONAL INSUREDS, as required by written contract or agreement, or specifically endorsed as applicable.

6.0. Deductibles and Self-Insured Retention

6.1. Any deductible or self-insured retention that applies to Commercial General Liability, Commercial Automobile Liability or Professional (E&O), must be declared to COUNTY. Any deductibles or self-insured retention in excess of \$100,000 must be declared to and accepted by COUNTY in writing. CONTRACTOR has the option to provide by separate letter the amount of its General Liability, Automobile Liability, Professional (E&O) and, if applicable, other coverage deductibles or self-insured retentions to COUNTY's Risk Management Office for a confidential review and acceptance prior to the execution of the Agreement. COUNTY reserves the right to require CONTRACTOR to substantiate its ability to maintain a deductible or self-insured retention in excess of \$100,000 through furnishing appropriate financial reports. All deductibles or self-insured retentions shall be borne solely by CONTRACTOR, and COUNTY shall not be responsible to pay any deductible or self-insured retention, in whole or in part.

7.0. (Reserved for future use.)

8.0. (Reserved for future use.)

9.0. (Reserved for future use.)

10.0. Other Insurance Provisions – All Policies

The insurance policies required in this Exhibit are to meet the following provisions:

10.1. **ACCEPTABILITY OF INSURERS:** All of CONTRACTOR's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-:VII and admitted to write insurance in California. Any use of a non-admitted insurer shall be disclosed and shall require COUNTY approval in writing, which approval shall not be unreasonably withheld.

10.1.1. Exceptions:

10.1.1.1. Underwriters at Lloyd's of London, which are not rated by A.M. Best.

10.1.1.2. Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

10.2. MAINTENANCE OF INSURANCE COVERAGE: CONTRACTOR shall maintain all insurance coverages in place at all times and provide COUNTY with evidence of each policy's renewal within ten (10) days after its anniversary date. CONTRACTOR is expressly required by this Exhibit to immediately notify COUNTY if it receives a communication from its insurance carrier(s) or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits (excepting reduction of limits due to claims) or otherwise materially changed that would reasonably adversely impact the required insurance coverages, limits or related requirements as required herein. CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. If commercially available, each insurance policy required herein shall state that coverage shall not be cancelled by CONTRACTOR or its insurer(s), reduced in scope of coverage or limits (excepting reduction by claims), non-renewed, or otherwise materially changed unless the insurer(s) provide thirty (30) days written notice to COUNTY prior to such change. Ten (10) days prior written notice shall be given to COUNTY in the event of cancellation due to nonpayment of premium. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

10.2.1. If CONTRACTOR fails to procure or maintain insurance as required herein, or fails to furnish COUNTY with proof of such insurance, COUNTY, at its discretion, may consider such failure to be a material breach of the Agreement.

10.2.2. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

10.2.3. The failure of COUNTY to enforce in a timely manner any of the provisions of this Exhibit shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Agreement.

11.0. Notification of Claim

11.1. If any claim for damages or injury is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**SACRAMENTO COUNTY GOOD NEIGHBOR POLICY
STATEMENT OF COMPLIANCE**

CONTRACTORS SUBMITTING PROPOSALS SHALL CERTIFY THAT:

1. CONTRACTOR shall comply with COUNTY’s Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
 - a) Provision of parking adequate for the needs of its employees and service population;
 - b) Provision of adequate waiting and visiting areas;
 - c) Provision of adequate restrooms facilities located inside the facility;
 - d) Implementation of litter control services;
 - e) Removal of graffiti within seventy-two hours;
 - f) Provision for control of loitering and management of crowds;
 - g) Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 - h) Participation in area crime prevention and nuisance abatement efforts; and
 - i) Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY’s individualized assessment of CONTRACTOR’S facility, services and actual impacts on the neighborhood in which such facility is located.
2. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR’S compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.
3. CONTRACTOR shall comply with all applicable public nuisance ordinances.
4. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which contractor’s site is located.
5. If COUNTY finds that contractor has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified timeframe. CONTRACTOR’S continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

PRINTED NAME

AGENCY’S NAME

SIGNATURE

DATE

**COUNTY OF SACRAMENTO
 CONTRACTOR CERTIFICATION OF COMPLIANCE WITH CHILD, FAMILY
 AND SPOUSAL SUPPORT**

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

CONTRACTOR hereby certifies that either:

- _____ (a) the CONTRACTOR is a government or non-profit entity (exempt), or
- _____ (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt), or
- _____ (c) each Principal Owner (25% or more), does not have any existing child support orders, or
- _____ (d) CONTRACTOR’S Principal Owners are currently in substantial compliance with any court ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

New CONTRACTOR shall certify that each of the following statements is true:

- a. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- b. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

NOTE: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at 1-866-901-3212, by writing to P.O. Box 269112, Sacramento, 95826-9112, or via the Customer Connect website at www.childsupport.ca.gov.

CONTRACTOR NAME

Date

Printed Name of person authorized to sign

SIGNATURE

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CONTRACTOR agrees to comply with 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that CONTRACTOR named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3)-year period preceding this application/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Shall notify COUNTY within ten (10) days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.
6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.
7. Hereby agree to terminate immediately, any subcontractor’s services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

CONTRACTOR NAME

DATE

PRINTED NAME OF PERSON AUTHORIZED TO SIGN

SIGNATURE

SAMPLE COUNTY OF SACRAMENTO AGREEMENT BOILERPLATE

THIS AGREEMENT is made and entered into as of this ___ day of _____, 20__ , by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and «CONTRACTORNAME», a _____ [nature of business, such as an individual, sole proprietorship, non-profit California corporation, partnership, etc.], hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, _____ [County’s reasons for contracting]

WHEREAS, _____

WHEREAS, _____ [Contractor’s reasons for contracting]

WHEREAS, _____

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type, and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on «enddate».

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

DIRECTOR
Department of Health Services
7001-A East Parkway, Suite 1000
Sacramento, CA 95823-2501

TO CONTRACTOR

«ContractorName»
«Address»
«CITYSTATEZIP»

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services. COUNTY may evaluate CONTRACTOR's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.

If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.

It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.

It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number or tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

A. CONTRACTOR's failure to comply with state and federal child, family, and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully

served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement.

- B. CONTRACTOR's failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote, or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.
- C. If services under this Agreement are funded in whole or in part with Federal funds no funds may be used to support or defeat legislation pending before Congress or any state legislature. CONTRACTOR further agrees to comply with all requirements of the Hatch Act (Title 5 USC, Sections 1501-1508).

XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS, AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group

identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records, post required notices and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVI. INDEMNIFICATION

- A. To the fullest extent permitted by law, for work or services (including professional services), provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (individually an “Indemnified Party” and collectively “Indemnified Parties”), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively “Claims”), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by COUNTY directly attributable to the performance of CONTRACTOR, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of CONTRACTOR, its employees, or CONTRACTOR’s subconsultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law.
- B. The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONTRACTOR. Upon receipt of tender, CONTRACTOR shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. CONTRACTOR shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to COUNTY. Both parties agree to cooperate in the defense of a Claim.
- C. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR’S subcontractors at any tier.
- D. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- E. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement

XVII. INSURANCE

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

XVIII. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XIX. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003, as well as any approved amendment thereto.

XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY **insert - upon completion of services, on a monthly basis**. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one (1) month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXII. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXIV. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXVII. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Health Services, or his/her designee.

XXVIII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXIX. TERMINATION

- A. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR that funds are not available because: 1) Sufficient funds are not appropriated in COUNTY'S Adopted or Adjusted Budget; 2) the COUNTY is advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 3) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 4) funds that were previously available for this Agreement are reduced, eliminated and/or re-allocated by COUNTY as a result of budget or revenue reductions during the fiscal year.
- D. If this Agreement is terminated under Paragraph A or C above, CONTRACTOR shall only be paid for any service completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

XXX. REPORTS

CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

XXXI. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four (4) years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXIII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXIV. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXV. TRANSITION OF CARE

If CONTRACTOR provides services to patients/clients under the terms of this AGREEMENT, CONTRACTOR shall cooperate with COUNTY and any other Provider of services in circumstances where Patient care is transferred from CONTRACTOR to another Provider. CONTRACTOR understands and agrees that such cooperation is necessary for coordination of care and will make all reasonable efforts to make such transfers as seamless for the Patient as is possible.

XXXVI. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

XXXVII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XXXVIII. BUSINESS ASSOCIATE REQUIREMENTS

If COUNTY determines that under this Agreement CONTRACTOR is a "Business Associate" of COUNTY, as defined in the Health Insurance Portability and Accountability Act (45 CFR 160.103), then CONTRACTOR shall comply with the Business Associate provisions contained in Exhibit G, which is attached hereto and incorporated by reference herein.

XXXIX. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XL. DRUG FREE WORKPLACE

If the contract is funded in whole or in part with State funds the CONTRACTOR shall comply, and require that its Subcontractors comply, with Government Code Section 8355. By executing this contract Contractor certifies that it will provide a drug free workplace pursuant to Government Code Section 8355.

XLI. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

Subcontracts (Subgrants) of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders or regulations issued pursuant to the two Acts cited in this section. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

XLII. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, CONTRACTOR shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards, which can be found at <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>.

XLIII. CHARITABLE CHOICE 42 CFR PART 54

CONTRACTOR certifies that if it identified as a faith-based religious organization, and receives direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant (SAPT), the Projects for Assistance in Transition from Homelessness (PATH) formula grant program, Substance Abuse and Mental Health Services Administration (SAMSHA), or Temporary Assistance to Needy Families (TANF) discretionary grants that:

1. CONTRACTOR shall adhere to the requirements contained in Title 42, Code of Federal Regulations (CFR) Part 54;
2. CONTRACTOR's services shall be provided in a manner consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment of the United States Constitution (42 CFR § 54.3);
3. If CONTRACTOR offers inherently religious activities, they shall be provided separately, in time or location, from the programs or services for which the organization receives funds from federal, state, or local government sources. Participation in religious activities must be voluntary for program beneficiaries (42 CFR § 54.4);
4. CONTRACTOR shall not expend any federal, state, or local government funds to support any inherently religious activities such as worship, religious instruction, or proselytization (42 CFR § 54.5);
5. CONTRACTOR shall not, in providing program services or engaging in outreach activities under applicable programs, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice (42 CFR § 54.7);
6. CONTRACTOR shall inform program beneficiaries that they may refuse to participate in any religious activities offered by CONTRACTOR;
7. CONTRACTOR shall inform program beneficiaries that, if they object to the religious character of the program, they have the right to a referral to an alternate service provider to which they have no objections (42 CFR § 54.8); and,

8. CONTRACTOR shall, within a reasonable time of learning of a beneficiary's objection to the religious character of the program, refer the program beneficiary to an alternate service provider (42 CFR § 54.8).

If 42 U.S.C. 2000e-1 regarding employment practices is applicable to this Agreement, it shall supersede 42 CFR § 54.7 to the extent that 42 CFR § 54.7 conflicts with 42 U.S.C. 2000e-1.

XLIV. COVID-19 REQUIREMENTS

CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety, the Centers for Disease Control and Prevention (CDC), and the Occupational Safety and Health Administration's (OSHA) non-emergency COVID-19 prevention regulations. (see Title 8 sections 3205, 3205.1, 3205.2, and 3205.3 (2023).)

XLV. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, C, D, E, F, and G attached hereto are part of this Agreement and are incorporated herein by reference.

**SAMPLE COUNTY OF SACRAMENTO
EXHIBIT D TO AGREEMENT TO “ADDITIONAL PROVISIONS”**

ADDITIONAL PROVISIONS

I. LICENSING, CERTIFICATION, AND PERMITS

- A. CONTRACTOR agrees to furnish professional personnel in accordance with all federal, state, county, and local regulations, laws, and ordinances, including all amendments thereto, issued by the State of California or COUNTY. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum of staff required by law for provision of services hereunder, and such personnel shall be qualified in accordance with all applicable laws and regulations.
- B. CONTRACTOR shall make available to COUNTY, on request of DIRECTOR, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, licensure, certification, and work experience of such persons.

II. OPERATION AND ADMINISTRATION

- A. Unless expressly identified in the budget set forth in Exhibit "C" CONTRACTOR agrees to furnish at no additional expense to COUNTY all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.
- B. CONTRACTOR, if incorporated, shall operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.
- C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes and public information, which are material to the performance of this Agreement.

III. CONFIDENTIALITY

- A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 827, 5328, 10850 and 17006 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:
 - 1. All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.

2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY's consent or the consent of the applicant/recipient.
- B. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provision and that knowing and intentional violation of the provisions of said State law is a misdemeanor.

IV. QUALITY ASSURANCE AND PROGRAM REVIEW

CONTRACTOR shall maintain adequate client records on each individual client, if applicable, which shall include face-to-face service plans, record of client interviews, case notes, and records of services provided by CONTRACTOR's various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services for a minimum four (4) years. Such records must comply with all appropriate Federal, State, and COUNTY record maintenance requirements.

V. REPORTS

- A. CONTRACTOR shall, on a monthly basis, provide to COUNTY reports on the units of service performed.
- B. CONTRACTOR shall, without additional compensation therefore, make further fiscal, program evaluation, and progress reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

VI. EQUIPMENT OWNERSHIP

COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR under this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with the bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement.

VII. AUDIT/REVIEW REQUIREMENTS

- A. Federal OMB Audit Requirements (also known as Omni Circular or Super Circular) for Other Than For-Profit Contractors
2 CFR 200.501 requires that non-Federal entities that expend \$1,000,000 or more (from all Federal sources) in a year in Federal Awards must have an annual single or program specific Audit in accordance with the OMB requirements. 2 CFR 200.512 sets forth the requirements for filing the Audit with the Federal Audit Clearinghouse (FAC).
- B. COUNTY Requirements for Non-Profit, For-Profit, Governmental and School District Contractors
In addition to the OMB requirements of paragraph A of this section, COUNTY requires CONTRACTOR to provide an annual Audited or Reviewed financial statement as follows:

1. Annual Audited financial statements and accompanying Auditor's report and notes is required from CONTRACTOR when DHS has awarded contracts totaling \$250,000 or more for any twelve month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).
 2. Annual Reviewed financial statements are required from CONTRACTOR when DHS has awarded contracts totaling less than \$250,000, but more than \$100,000 for any twelve month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.
 3. Should any audit findings be noted in the Audit or Review CONTRACTOR must submit a Corrective Action Plan with the Audit or Review detailing how the audit findings will be addressed.
 4. If management letters are issued by a Certified Public Accountant separate from the audit CONTRACTOR is required to provide copies to COUNTY, and submit corrective action plans to address findings or recommendations noted in the management letters.
 5. The annual Audited or Reviewed financial statement shall include a Summary of Auditor's Results.
- C. Term of the Audit or Review
The Audit(s) or Review(s) shall cover the entire term of the contract(s). If CONTRACTOR'S fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.
- D. Termination
If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.
- E. Submittal and Due Dates for Audits or Reviews
CONTRACTOR shall provide to COUNTY 1 copy of the Audit or Review, as required in this section, due six months following the end of CONTRACTOR'S fiscal year. Audit or Review shall be sent to:
- Contracts Manager
County of Sacramento
Department of Health Services
7001 –A East Parkway, Suite 1000C
Sacramento, CA 95823
- F. Request for Extension of Due Date
CONTRACTOR may request an extension of the due date for the Audit or Review in writing. Such request shall include the reason for the delay, a specific date for the extension and be sent to:

Contracts Manager
County of Sacramento
Department of Health Services
7001 –A East Parkway, Suite 1000C
Sacramento, CA 95823

G. Past Due Audit/Review

COUNTY may withhold payments due to CONTRACTOR from all past, current and future DHS contracts when past, current or future audits/reviews are not provided to COUNTY by due date or approved extended due date.

H. Overpayments

Should any overpayment of funds be noted in the Audit or Review, CONTRACTOR shall reimburse COUNTY the amount of the overpayment within 30 days of the date of the completion of the Audit or Review.

VIII. AMENDMENTS

A. DIRECTOR may execute an amendment to this Agreement provided that:

1. An increase in the maximum contract amount resulting from the amendment does not exceed DIRECTOR's delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor's resolution for amending this Agreement, whichever is greater; and
 2. Funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year.
- B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.
- C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.

IX. BASIS FOR ADVANCE PAYMENT

- A. Pursuant to Government Code § 11019(c) this Agreement allows for advance payment once per fiscal year when CONTRACTOR submits a request in writing, and request is approved in writing by DIRECTOR or DIRECTOR's designee.
- B. If DIRECTOR finds both that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and that the advance payment will not create an undue

- risk that payment will be made for services which are not rendered, DIRECTOR, or DIRECTOR's designee, may authorize, in her/his sole discretion, an advance in the amount not to exceed ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" as indicated in Exhibit C.
- C. In the case of Agreements with multiple-year terms, DIRECTOR or DIRECTOR's designee may authorize annual advances of not more than ten percent (10%) of the "Net Budget/Maximum Payment to CONTRACTOR" for each fiscal year as indicated in the Exhibit C.
 - D. CONTRACTOR's written request for advance shall include a detailed written report substantiating the need for such advance payment, and such other information as DIRECTOR or DIRECTOR's designee may require.
 - E. All advanced funds shall be offset against reimbursement submitted during the fiscal year.
 - F. COUNTY reserves the right to withhold the total advance amount from any invoice.
 - G. These provisions apply unless specified otherwise in Exhibit C of this Agreement.

X. RUSSIAN ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, County shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

If the total amount of this Agreement is \$5,000,000 or more, CONTRACTOR shall provide a written report to COUNTY within 60 days of the effective date of the contract or 60 days upon request regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect. The COUNTY shall keep the report on file as evidence of compliance with the Order.

COUNTY OF SACRAMENTO GOOD NEIGHBOR POLICY
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PREAMBLE

The County is a political subdivision of the State of California, that is mandated by state and federal law to provide certain services to all residents of the County, and that also provides non-mandated, desired or necessary services to enhance the well-being and quality of life for its residents. Such services are provided within the territorial boundaries of all cities within Sacramento County and in the unincorporated areas of the County.

County facilities are generally located in close proximity to the constituent population served, and in areas that are easily accessible to public transportation. The siting of facilities is ultimately a County responsibility. The County requires its departments to have conducted reasonable outreach to affected neighborhoods in siting County facilities. The County takes into consideration a whole range of factors, including location of clients served, proximity of other related services needed by clientele, and any neighborhood revitalization plans and adoption siting policies of cities. The County will solicit the affected city's input and recommendation as to location, but retains the ultimate decision as to the parameters of the search area and determination of the most appropriate sites.

As a general rule, the County does not do site searches for programs, services or facilities operated by non-County entities that may receive County funding, but requires contractors to have conducted reasonable outreach to affected neighborhoods. The County contracts for services, but does not dictate the location of the facility. All businesses within the incorporated and unincorporated areas of the County must be in good standing with whatever city or County zoning laws apply in order to receive funding. The County of Sacramento is committed to being an integral part of the neighborhoods and communities in which it is located and will implement measures in order to minimize the impact of such facilities on those neighborhoods and communities. Through its placement and management of facilities and its provision of appropriate services, the County endeavors to enhance revitalizing and strengthening of neighborhoods and communities.

This policy is focused on those County-owned and County-leased facilities and those service providers under contract with the County where programs provide direct service to County constituents that have a potential impact on neighborhoods through increased traffic, noise, trash, parking, people congregating, and security risks to neighborhoods and program participants.

Generalized good neighbor policies that prohibit loitering, require litter control services, mandate removal of graffiti, provide for adequate parking and restroom amenities, require landscape and facility maintenance consistent with the neighborhood and require identification of a contact person for complaint resolution have general application to all County facilities and programs.

Good neighbor policies will also address specific and individualized impacts of proposed facilities and services based on actual circumstances, which must be determined through a case by case analysis.

GOOD NEIGHBOR POLICIES

This policy applies only to County-owned and leased facilities and those service providers under contract with the County if the facility programs and projects provide direct services to County constituents. In addition these service facilities must have a potential impact on neighborhoods and communities through increased traffic, noise, trash, parking, people congregating, and security risks to both neighborhoods and program participants.

The County requires, with regard to the actual location of a particular facility or service that all applicable zoning laws have been complied with. The focus of this good neighbor policy does not include the propriety of the location of a facility or program in a properly zoned neighborhood or community. While location is a consideration and input from cities, neighborhoods and communities will be sought, the ultimate decision as to location rests with the County.

Once a facility is sited and in compliance with zoning laws, the intent of this policy is to identify physical impacts and measures to mitigate those impacts so as to be an integral part of the neighborhood and community the County serves.

- Provision A. Establish a cooperative relationship with all cities, neighborhoods and communities for planning and siting facilities and contracting for services where the service or project has a high impact on the neighborhood and mitigation of those physical impacts is necessary.
- Provision B. Promote decentralization of County services where feasible as a means to improve accessibility and service delivery and reduce physical impact on the environment, neighborhoods and communities.
- Provision C. Promote collocation of services, where feasible, as a way to enhance efficiency and reduce costs in the delivery of services.
- Provision D. Promote exploration of innovative ways to increase accessibility to services that could also reduce physical impacts on the environment, neighborhoods and communities.
- Provision E. Establish early communication with affected cities, neighborhoods and communities as a way to identify potential physical impacts on neighborhoods and to establish mitigation as necessary as well as appropriate property management practices so as not to be a nuisance.
- Provision F. Maintain ongoing communication with cities, neighborhoods and communities as a way to promote integration of facilities into the community, to determine the effectiveness of established good neighbor practices, and to identify and resolve issues and problems expediently.
- Provision G. Establish generalized good neighbor practices for high impact facilities, services and projects that include:
- Provision of adequate parking
 - Provision of adequate waiting and visiting areas
 - Provision of adequate restroom facilities
 - Provision for litter control services
 - Provision for removal of graffiti
 - Provision for control of loitering and management of crowds

- Provision for appropriate landscape and facility maintenance in keeping with neighborhood standards
- Provision for identification of a contact person for complaint resolution
- Provision in contracts for the County to fix a deficiency and deduct it from the money owed to the program if the program fails to fix them.
- Provision to participate in area crime prevention and nuisance abatement efforts.

Provision H. Establish specific good neighbor practices for high impact facilities, services and projects based on a factual analysis of circumstances that would require more oversight and extraordinary measures to ensure the resolution of problems as they occur.

Provision I. Establish requirements that all facilities, services and projects be in compliance with various nuisance abatement ordinances and any other provision of law that applies.

Provision J. Establish a central point of contact, within the County, for resolving non-compliance with this Good Neighbor Policy when all other administrative remedies have been exhausted. This requires contact with funding agencies, site contacts, call report logs, database maintenance, and trends analysis.

Provision K. Conduct a periodic review of all sites and projects included in this policy to determine the effectiveness of the application of the Good Neighbor Policy.

Continued non-compliance by contractor to this policy and its provisions may result in contract termination and ineligibility for additional or future contracts.

RFP No. DPH/098 PROPOSER QUESTIONS FORM
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Instructions for completion and submission:

1. Attachment 4: RFP No. DPH/098 Proposer Questions Form is a Portable Document Format (PDF) document with fillable fields. Organization representatives registered for the Mandatory Proposers’ Conference will be emailed the Attachment 4: RFP No. DPH/098 Proposer Questions Form.
2. Proposer questions must be submitted on this RFP No. DPH/098 Proposer Questions Form. The completed form must be attached to the sender’s email and emailed to DHS-PUBH-DPH098RFP@SACCOUNTY.GOV by the date shown in the RFP timeline. Email subject line must read, “RFP DPH/098 Proposer Questions Form”.
3. Questions in any other form (either written or oral) about the RFP, its scope of work, or related processes will not be accepted.
4. Proposer questions will not be accepted after the Questions Form submission deadline as shown in the RFP timeline.
5. Following the deadline for questions submission, answers to all substantive questions will be provided in the form of a question and answer document that will be emailed to organization representatives who attended the Mandatory Proposers’ Conference. At the sole discretion of Public Health, questions may be paraphrased for clarity. Questions and answers will be provided without identifying the submitters.

Date	
Organization: (insert name)	
Submitted By: (insert name and title)	
E-Mail Address:	

RFP Section Number	RFP Page Number	Concisely describe your Question. Use a separate row for each question.

Black Infant Health (BIH) Scope of Work (SOW)
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**California Department of Public Health (CDPH)
Maternal, Child and Adolescent Health (MCAH)
Black Infant Health (BIH) Scope of Work (SOW)
Proposed FY 2025-28**

Black Infant Health Program

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

CONTRACTOR is required to comply with BIH Policy and Procedures (P&P) and the Fiscal P&P in their entirety. In addition, CONTRACTOR shall work towards maintaining group model fidelity by adhering to the policies and procedures, delivering services as intended, implementing strategies to maximize participant retention, fulfilling all deliverables, attending required meetings and trainings, and completing other MCAH-BIH reports as required.

The CDPH/MCAH Division places a high priority on outcomes that disproportionately impact the Black Birthing community in California due to systemic racism. The CONTRACTOR 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:

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

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

All activities in this SOW shall take place within the Fiscal Year (FY).

It is the responsibility of the CONTRACTOR to meet the goals and objectives of this SOW. For each FY of the contract period, the CONTRACTOR shall submit the deliverables identified below. All deliverables shall be submitted to COUNTY in accordance with the BIH P&P Manual and postmarked or emailed at least 15 days prior to the due date.

Deliverables for each FY

Due Date for each FY

Annual Progress Report

August 15

Coordinator Quarterly Report:

Reporting Period for Each FY	From	To	Due Date
First Report	July 1	September 30	October 15
Second Report	October 1	December 31	January 15
Third Report	January 1	March 31	April 15
Fourth Report	April 1	June 30	July 31
<i>Information during this reporting period will be included in the Annual Progress Report.</i>			

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

Goal 1: Assure program implementation, staff competency, data management, and maintain program fidelity and fiscal management to administer the program as required by the P&P and SOW guidelines.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
IMPLEMENTATION 1.1 CONTRACTOR under the guidance and leadership of the COUNTY BIH Coordinator will provide oversight, maintain program fidelity, fiscal management and demonstrate that BIH activities are conducted as required in the BIH P&Ps, SOW, Data Collection Manual, BIH data collection forms, Group Curriculum, and MCAH Fiscal P&Ps.	1.1 <ul style="list-style-type: none"> • Implement the program activities as defined in the SOW. • Annually review policies and procedures for delivering services to eligible BIH participants. 	1.1 <ul style="list-style-type: none"> • Utilize data provided by COUNTY for required reports. 	1.1 <ul style="list-style-type: none"> • Submit BIH Annual report by August 15. • Submit BIH Quarterly Reports by deadlines.
1.2 CONTRACTOR will hire and maintain culturally competent/relevant personnel that reflect the community being served and required Full Time Equivalent (FTE) to implement a BIH Program that is relevant to the cultural heritage of Black Birthing People, and the community.	1.2 <ul style="list-style-type: none"> • Maintain culturally competent staff to perform program services that honors the unique history/traditions of Black Birthing People as outlined in the P&P. • At a minimum, the following key staffing roles are required: <ul style="list-style-type: none"> ◦ 1.0 FTE BIH Program Manager 	1.2 <ul style="list-style-type: none"> • Describe process of recruiting and hiring staff at each site that are filled by personnel reflective of the community being served that meet qualifications in the P&P. • Include duty statements of all staff. • Submission of all staff changes per guidelines outlined in BIH P&P. 	1.2 <ul style="list-style-type: none"> • Percent of key staffing roles at site filled by personnel who reflect the population being served and meet qualifications in the P&P.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<ul style="list-style-type: none"> ○ 3.0 FTE Family Health Advocates (FHA)/Group Facilitators (GF). ○ 1.0 FTE Community Outreach Liaison (COL) ○ 1.0 FTE Data Entry ○ 1.0 FTE Child Watch ○ Utilization of a staff-hiring plan. 		
<p>TRAINING</p> <p>1.3</p> <p>CONTRACTOR under the guidance and leadership of the COUNTY BIH Coordinator will maintain and increase staff competency.</p>	<p>1.3</p> <ul style="list-style-type: none"> ● Develop a plan to assess the ability of staff to effectively perform their assigned tasks, including regular observations of group facilitators. ● Identify staff training needs and ensure those needs are met, notifying MCAH of any training needs. ● Ensure that all key BIH staff participates in training or educational opportunities designed to enhance cultural sensitivity and responsiveness through webinars, trainings and/or conferences. ● Ensure that all new and key BIH staff attend the Annual 	<p>1.3</p> <ul style="list-style-type: none"> ● List staff training activities in quarterly report. ● Describe improved staff performance and confidence in implementing the program model as a result of participating in staff development activities and/or trainings. ● List gaps in staff development and training in quarterly report. ● Describe plan to ensure that staff development needs are met in quarterly report. ● Describe how cultural sensitivity training has enhanced staff knowledge and how that knowledge is being applied. 	<p>1.3</p> <ul style="list-style-type: none"> ● Maintain records of staff attendance at trainings. ● Number of trainings and conferences (both state and local) attended by staff. ● Completion of at least 2 group observation feedback forms by the BIH Coordinator for every group facilitator during FY. ● Number and percent of key staff that completed BIH ETO Training.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>MCAH Sudden Infant Death Syndrome (SIDS) Conference to receive the latest American Academy of Pediatrics guidelines on infant safe sleep practices and SIDS risk reduction strategies.</p> <ul style="list-style-type: none"> • Establish local SIDS collaborative workgroups with community partners in order to enhance awareness of Black SIDS rates and to develop SIDS risk reduction strategies. • Require that all key BIH staff and direct service staff attend mandatory sponsored in-person or virtual trainings, conference calls, meetings and/or conferences as scheduled by COUNTY and CDPH. <ul style="list-style-type: none"> ○ Basic Training ○ Annual COL Training ○ Annual 3-day Advanced FHA/GF Training ○ Coordinator Meeting ○ Annual 2-day Statewide Meeting 	<ul style="list-style-type: none"> • Describe how staff utilized information from the MCAH SIDS conference with participants. • Document strategies and action plans related to SIDS risk reduction strategies developed from SIDS collaborative workgroup meetings. • Recommend training topic suggestions for statewide meetings. 	

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<ul style="list-style-type: none"> • Ensure that all direct service staff attend mandatory sponsored training(s) prior to implementing the BIH Program. • 2-day Abbreviated Training – scheduled based on needs. • 3-day Basic Training • CONTRACTOR must perform regular observations of GFs and assessments of FHAs' case management activities. 		
<p>DATA COLLECTION AND ENTRY</p> <p>1.4 All participant program information and outcome data will be collected and entered timely and accurately using BIH required forms at required intervals.</p>	<p>1.4</p> <ul style="list-style-type: none"> • Ensure that all direct service staff participate in data collection, data entry, data quality improvement, and use of data collection software determined by MCAH. • Ensure accuracy and completeness of data input into ETO system. • Ensure that all staff receives updates about changes in ETO and data book forms. • Ensure that a selected staff member with advanced 	<p>1.4</p> <ul style="list-style-type: none"> • Review ETO and fidelity snapshot reports and discuss during calls with CDPH. • Review ETO Utilization Reports for all staff at BIH Sites. • Enter all data into ETO within seven (7) working days of collection. • Review of the BIH Data Collection Manual by all staff. 	<p>1.4</p> <ul style="list-style-type: none"> • Number and percent of forms that were entered within seven (7) days of collection. • Number and percent of forms collected within the required timeframe per the BIH Data Collection Manual. • Number and percent of referred or recruited women with no enrollment decision after 14 days. • Number and percent of participating women with

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>knowledge of the BIH Program, data collection, and ETO is selected as the BIH Site's Data Entry Lead and participates in all Data and Evaluation calls.</p> <ul style="list-style-type: none"> • Accurately and completely collect required participant information, with timely data input into the appropriate data system(s). • Work with COUNTY to ensure proper and continuous operation of the MCAH-BIH- ETO. • Store Participant level Data forms on paper per guidelines in P & P in coordination with COUNTY. • Define a data entry schedule for staff and monitor for adherence in coordination with COUNTY BIH Coordinator. 	<ul style="list-style-type: none"> • Completion of ETO training by all staff. • Participation in periodic MCAH-Data calls. • Participation in role-specific trainings by the Data Entry Lead. • Review of ETO data quality reports on at least a monthly basis. • Conduct and report on audits of recruitment, enrollment, and service delivery paper forms against ETO reports; audit sample must include at least 10% of recruitment records and 10% of enrollment records. 	<p>cases closed two (2) months after last postpartum group.</p>
<p>OUTREACH 1.5 CONTRACTOR under the guidance and leadership of the COUNTY BIH</p>	<p>1.5</p> <ul style="list-style-type: none"> • Will conduct outreach activities and build collaborative relationships 	<p>1.5</p> <ul style="list-style-type: none"> • Describe the types of community partner agencies contacted by staff. 	<p>1.5</p> <ul style="list-style-type: none"> • Number of existing Memorandum of

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>Coordinator will increase and expand community awareness of BIH by conducting outreach activities, including the use of social media.</p>	<p>with local Women, Infants, and Children (WIC) providers, Comprehensive Perinatal Services Program (CPSP) Perinatal Service Coordinators, social service providers, health care providers, the Faith-based community, and other community-based partners and individuals to increase and maximize awareness opportunities to ensure that eligible women are referred to BIH.</p> <ul style="list-style-type: none"> • Will establish referral mechanisms that will facilitate reciprocity with partner agencies as appropriate. • Will utilize social media campaigns developed by MCAH to increase community awareness while conducting outreach activities. 	<ul style="list-style-type: none"> • Describe outreach activities performed in order to reach target population. • Describe deviations in outreach activities, noting changes from local recruitment plan. • Document type, frequency and number of social media activities conducted and submit with Quarterly and Annual Report. 	<p>Understandings (MOU) in prior FY.</p> <ul style="list-style-type: none"> • Number of new MOUs established in FY. • Total number (overall and by type) of outreach activities completed by all staff.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>PARTICIPANT RECRUITMENT</p> <p>1.6a CONTRACTOR will recruit Black women 18 years of age and older, less than 30 weeks pregnant for prenatal group services, or up to six months postpartum for postpartum group services.</p>	<p>1.6a</p> <ul style="list-style-type: none"> • Develop and implement a Participant Recruitment Plan (standardized intake process) according to the target population and eligibility guidelines in the P&P and submit with Annual Report. • Review Recruitment plan annually and update as needed. • Will utilize social media campaigns developed by MCAH to increase community awareness while conducting outreach activities. 	<p>1.6a</p> <ul style="list-style-type: none"> • CONTRACTOR will submit Participant Recruitment Plan to be reviewed by COUNTY before submitting with Annual Report. • Track and document progress in meeting goals of the Participant Recruitment Plan, review annually and update as needed. 	<p>1.6a</p> <ul style="list-style-type: none"> • Number and percent of recruited and referred women that were eligible (at least 18 years old and less than 30 weeks pregnant) based on their recruitment date. • Submit Recruitment Plan August 15.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>1.6b CONTRACTOR will recruit for Case Management-Only Black teens at least 16 years of age and adult women, pregnant or up to 6 months postpartum.</p>	<p>1.6b</p> <ul style="list-style-type: none"> • Develop and implement a Participant Recruitment Plan (standardized intake process) according to the target population and eligibility guidelines in P&P and submit upon request. • Will utilize social media campaigns developed by MCAH to increase community awareness while conducting outreach activities. 	<p>1.6b</p> <ul style="list-style-type: none"> • Track and document progress in meeting goals of the Participant Recruitment Plan, review annually and update as needed. 	<p>1.6b</p> <ul style="list-style-type: none"> • Total number of women served via Case management services only.
<p>PARTICIPANT REFERRAL 1.7 CONTRACTOR will establish a network of referral partners.</p>	<p>1.7</p> <ul style="list-style-type: none"> • Collaborate with network of established partners (community- based organizations, traditional and non-traditional partners, etc.) to develop a network of referral partners who will refer eligible women to BIH. • Provide referrals to other MCAH programs for women who cannot participate in group intervention sessions. 	<p>1.7</p> <ul style="list-style-type: none"> • Describe process for ensuring that referral partner agencies are referring eligible women to BIH in quarterly reports and during technical assistance calls. 	<p>1.7</p> <ul style="list-style-type: none"> • Total number of service providers that made referrals to the BIH Program

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		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>PARTICIPANT ENROLLMENT</p> <p>1.8a CONTRACTOR will ensure the following:</p> <ul style="list-style-type: none"> • All participants enrolled in BIH will be Black. • All participants will be enrolled during pregnancy or postpartum. • All participants will be 18 years or older when enrolled in BIH. • All participants will be enrolled during pregnancy. <ul style="list-style-type: none"> ○ All participants will be enrolled at or before 30 weeks of pregnancy. • All women will participate in virtual or in-person group intervention. • Participants may receive services until infant is 1 year of age. 	<p>1.8a</p> <ul style="list-style-type: none"> • Enroll women that are Black. • Enroll women at or before 30 weeks of pregnancy. • Enroll women that will participate in group intervention. 	<p>1.8a</p> <ul style="list-style-type: none"> • Visual inspection of all recruitment eligibility fields on incoming referral forms for completeness. • Inclusion of eligibility criteria with materials used for referral and recruitment. 	<p>1.8a</p> <ul style="list-style-type: none"> • Number and percent of enrolled women who meet eligibility criteria defined by age and timing of pregnancy.
<p>1.8b CONTRACTOR will ensure the following:</p> <ul style="list-style-type: none"> • All participants enrolled in Case Management-Only intervention will be Black. 	<p>1.8b</p> <ul style="list-style-type: none"> • Enroll women that are Black. • Enroll women during pregnancy through 6 months postpartum. 	<p>1.8b</p> <ul style="list-style-type: none"> • Visual inspection of all recruitment eligibility fields on incoming referral forms for completeness. 	<p>1.8b</p> <ul style="list-style-type: none"> • Number and percent of enrolled women who meet eligibility criteria for Case Management- Only.

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		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<ul style="list-style-type: none"> • All participants will be 16 years or older when enrolled in Case Management-Only intervention. • All participants 18 years of age and older will be given the opportunity to enroll in the BIH Group Model first and if not able to enroll will then be offered the Case Management-Only intervention. • Participants will be enrolled in virtual or in-person Case Management-Only during pregnancy through 6 months postpartum. • Participants enrolled in Case Management-Only intervention are not required to attend BIH Group sessions. 	<ul style="list-style-type: none"> • Enroll women to participate in the Case Management-Only intervention. 	<ul style="list-style-type: none"> • Inclusion of eligibility criteria with materials used for referral and recruitment. 	
<p>PROGRAM PARTICIPATION</p> <p>1.9.1</p> <p>CONTRACTOR will ensure the following:</p> <ul style="list-style-type: none"> • All women will participate in a prenatal group. 	<p>1.9.1</p> <ul style="list-style-type: none"> • Assign participants to a prenatal group as part of enrollment process. • Schedule prenatal groups to allow participants to attend 	<p>1.9.1</p> <ul style="list-style-type: none"> • Describe barriers, challenges and successes of enrolling women in a prenatal group within 45 days of first successful 	<p>1.9.1</p> <ul style="list-style-type: none"> • Number and percent of enrolled women who attended a prenatal group session within 30-45 days

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<ul style="list-style-type: none"> All women will participate in a group within 30-45 days of enrollment. All groups will be implemented according to the 10-group intervention model as specified in the P&P. (see 1.9.3) 	<p>within 30-45 days of enrollment.</p> <ul style="list-style-type: none"> Enroll participants in a prenatal group within 45 days of first successful contact. Begin groups with the minimum required number of participants per the P&P. 	<p>contact during technical assistance calls.</p> <ul style="list-style-type: none"> Describe barriers, challenges and successes of beginning groups with the minimum required number of participants during technical assistance calls. 	<p>of enrollment. – <i>Fidelity Indicator A3a</i></p> <ul style="list-style-type: none"> Number and percent of enrolled women assigned to a prenatal group. Percent of group sessions that were conducted in the prescribed sequence and at the prescribed time intervals. – <i>Fidelity Indicator A3c</i> Percent of group sessions in a series that were attended by at least 5 participants. - <i>Fidelity Indicator A3b.</i>
<p>1.9.2a</p> <p>CONTRACTOR will ensure the following:</p> <ul style="list-style-type: none"> All BIH participants will receive case management support as defined in the P&P. All BIH participants enrolled in BIH Group will complete all prenatal and postpartum assessments within the recommended time intervals. All BIH participants enrolled in BIH Group will receive referrals to 	<p>1.9.2a</p> <ul style="list-style-type: none"> Assign participants to a FHA as part of enrollment process. Conduct case management services that align with Life Planning activities (goal setting). Collect completed self-assessment administered scaled questions as described in P&P. Collect the required number of assessments per timeframe outlined in P&P. Develop and implement a Life Plan based on goal 	<p>1.9.2a</p> <ul style="list-style-type: none"> Collect and record service delivery activities for enrolled women into ETO. Report number and percent of enrolled women for whom the following actions are completed: <ul style="list-style-type: none"> Assigned to an FHA Intake procedures, including completion of an initial assessment and assigned date of initial prenatal group. Initial case conferencing. 	<p>1.9.2a</p> <ul style="list-style-type: none"> Number and percent of enrolled women assigned to an FHA. Number and percent of enrolled women who complete prenatal and postpartum assessments at the P&P-designated time intervals. Number and percent of enrolled women who are assigned to a prenatal group upon enrollment. Number and percent of enrolled women who received at least one (1)

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<p>services outside of BIH based on Life Planning meetings.</p> <ul style="list-style-type: none"> • All BIH participants enrolled in BIH Group will receive transportation assistance as needed to attend group sessions and Life Planning meetings. • All BIH locations will include a space dedicated for Child Watch during group sessions. • All group sessions will include full meals for participants. • All BIH active participants will be provided with necessary tools for participation in virtual services as necessary. 	<p>setting during Life Planning meetings for each BIH participant; complete all prenatal and postpartum assessments; provide ongoing identification of her specific concerns/needs and referral to services outside of BIH as needed based on Life Planning meetings.</p> <ul style="list-style-type: none"> • Ensure participant referrals are generated and completed for all services identified. • Ensure participants have access to transportation assistance via Uber/Lyft or other door-to-door services in order to attend group sessions and Life Planning meetings. • Ensure location of group services have dedicated Child Watch staff and space when group sessions are conducted. • Ensure participants have access to necessary tools to participate in virtual services. • Conduct participant dismissal activities. 	<ul style="list-style-type: none"> ○ Life Planning meetings. ○ Prenatal and Postpartum assessments. ○ Birth Plan ○ Referrals ○ Participant dismissal • Describe successes and/or challenges in assisting participants with setting short and long-term goals during Life Planning meetings. • Describe program improvements resulting from participant satisfaction survey findings at least quarterly. 	<p>case conference attended by a FHA or GF, and either the Mental Health Professional (MHP) or Public Health Nurse (PHN). – <i>Fidelity Indicator A2a</i></p> <ul style="list-style-type: none"> • Percent of enrolled women who have (a) a long-term goal and (b) one (1) or more short-term goals documented in one (1) of the three (3) focus areas (health, relationship, and finances) (among women enrolled 30 days or longer) during Life Planning meetings. – <i>Fidelity Indicator P1a</i> • Number and percent of enrolled women with a Birth Plan collected before the expected date of delivery (among women past due). – <i>Fidelity Indicator (supplemental) A4ai.</i> • Number and percent of enrolled women who have a known referral status for every documented referral at time of exit from the program (among women

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	<ul style="list-style-type: none"> • Conduct participant satisfaction surveys. • Submit complete and accurate reports in the timeframe specified by MCAH. 		<p>dismissed from BIH). – <i>Fidelity Indicator Q4a</i></p> <ul style="list-style-type: none"> • Number and percent of enrolled women who have not been dismissed from BIH two (2) or more months after completion of their last postpartum group. • Number and percent of enrolled women who have been dismissed from BIH with a completed participant satisfaction survey.
<p>1.9.2b CONTRACTOR will ensure the following:</p> <ul style="list-style-type: none"> • Case Management participants will receive BIH Case Management support as defined in the P&P. 	<p>1.9.2b</p> <ul style="list-style-type: none"> • Assign participants to a FHA, MHP, and/or PHN as part of enrollment process. • Conduct case management services that align with identified needs of each participant. • Collect required assessments per timeframe outlined in P&P. • Develop and implement a Care Plan based on participant needs during case management meetings for each BIH participant; complete all prenatal and 	<p>1.9.2b</p> <ul style="list-style-type: none"> • Collect and record service delivery activities for enrolled women into ETO. • Describe program improvements resulting from participant satisfaction survey findings at least quarterly. 	<p>1.9.2b</p> <ul style="list-style-type: none"> • Number and percent of enrolled women who complete assessments at the P&P- designated time intervals. • Number and percent of enrolled women who received at least one (1) case conference attended by a FHA or GF, and either the MHP or PHN

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	<p>postpartum assessments; provide ongoing identification of her specific concerns/needs and referral to services outside of BIH as needed based on case management meetings.</p> <ul style="list-style-type: none"> • Ensure participant referrals are generated and completed for all services identified. • Conduct participant dismissal activities. • Conduct participant satisfaction surveys. • Submit complete and accurate reports in the timeframe specified by MCAH. • BIH Case Management support will be provided until the child turns one year of age. 		
<p>1.9.3a CONTRACTOR will ensure that all BIH participants will participate in virtual or in-person Group Intervention Sessions.</p>	<p>1.9.3a</p> <ul style="list-style-type: none"> • Schedule Group Intervention Sessions with guidance from State BIH Team. • All participants will have the opportunity to enroll in Group Intervention Sessions within 30-45 days of the first successful contact. 	<p>1.9.3a</p> <ul style="list-style-type: none"> • Collect and record Group Intervention Session attendance records for all enrolled women into ETO. • Submit FY Group Intervention Sessions Calendar • Describe participant successes or challenges 	<p>1.9.3a</p> <ul style="list-style-type: none"> • Number of Group Intervention Sessions entered into ETO • Number and percent of enrolled women who attend at least one (1) prenatal Group Intervention Session. • Number and percent of enrolled women who

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	<ul style="list-style-type: none"> Conduct and adhere to the 10-group intervention model as specified in the P&P. 	with completing seven (7) of ten (10) prenatal and/or postpartum Group Intervention Sessions.	attended the expected number of Group Intervention Sessions based upon the number of days in program – <i>Fidelity Indicators D1a and D1b.</i>
1.9.3b BIH Participants enrolled in the Case Management only intervention are not required to attend BIH group sessions.	1.9.3b <ul style="list-style-type: none"> Schedule case management meetings per guidance in the BIH P&P. Participants enrolled in the BIH Case Management only intervention may enroll in the BIH Group model on a case-by-case basis. 	1.9.3b <ul style="list-style-type: none"> Describe participant successes or challenges with completing case management services. 	1.9.3b <ul style="list-style-type: none"> Number and percent of enrolled women who complete case management meetings at the P&P-designated time intervals.
PARTICIPANT RETENTION 1.9.4 CONTRACTOR will ensure that participant retention strategies are in place.	1.9.4 <ul style="list-style-type: none"> Discuss and develop participant retention strategies during COUNTY team meetings. Plan participant retention strategies as they relate to program implementation components (outreach/recruitment, enrollment, Life Planning, group sessions, program completion). Ensure participants have access to transportation assistance via Uber/Lyft or other door-to-door 	1.9.4 <ul style="list-style-type: none"> Discuss participant retention strategies during technical assistance calls. Review participant retention strategies quarterly and update as needed. Document participant retention strategies in ETO and in Quarterly Reports. Submit participant retention strategy successes and challenges with Annual Report. 	1.9.4 <ul style="list-style-type: none"> Submit Participant Retention Strategies with Quarterly and Annual Report.

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	<p>services in order to attend group sessions and Life Planning meetings.</p> <ul style="list-style-type: none"> • Ensure location of group services have dedicated child watch staff and space when group sessions are conducted. • Ensure participants have access to necessary tools to participate in virtual services. • Designated staff will conduct participant satisfaction surveys after group sessions and at program completion to obtain feedback related to improvement of retention strategies. • 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. • Ensure full meals are provided at each group session. 		

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

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		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>2.1 CONTRACTOR with guidance, leadership, and collaborating with COUNTY BIH Coordinator will increase and expand community awareness of Black birth outcomes and the role of the BIH Program.</p>	<p>2.1</p> <ul style="list-style-type: none"> • Inform the community about disparate birth outcomes among Black women by delivering standardized messages describing how the BIH Program addresses these issues. • Create partnerships with community and referral agencies that support the broad goals of the BIH Program, through formal and informal agreements. • Develop and implement a community awareness plan that outlines how community engagement activities will be conducted. • Develop and implement activities related to multi-level community engagement and awareness with referral partners to identify service gaps in the target area. • Develop performance strategies with local organizations that provide services to Black women 	<p>2.1</p> <ul style="list-style-type: none"> • Submit quarterly reports that describe outreach activities electronically using ETO in a timely manner. • Document the local plan for community linkages, including an effective referral process that will be reviewed on an annual basis and updated as needed. • Document successes and barriers to community education activities or events at least once per quarter in the ETO through quarterly reporting. • List and maintain current documentation on the nature of formal and informal partnerships with community and referral agencies at least once a quarter; record MOUs and referral relationships in the ETO service provider details form. • Document community efforts such as advisory board involvement community collaborations or other similar formal or informal 	<p>2.1</p> <ul style="list-style-type: none"> • Number, format, and outcomes associated with community outreach activities conducted by CONTRACTOR

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		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>and infants to improve referrals and linkage to BIH services.</p> <ul style="list-style-type: none"> • Collaborate with local MCAH programs and other partners such as Medi-Cal to identify strategies, activities and provide technical assistance to: <ul style="list-style-type: none"> ○ Improve access to health care services ○ Increase utilization of well-woman and postpartum visits ○ Identify Preterm Birth (PTB) reduction strategies ○ Increase the utilization of preconception health services. • Collaborate with local MCAH programs and Regional Perinatal Programs to improve maternal and perinatal systems of care. • Participate in collaboratives with community partners to review data and develop strategies and policies to address social determinants of health and disparities. 	<p>partnerships to address maternal and infant health disparities, social determinants of health, well-woman visits and postpartum visits at least once per quarter.</p> <ul style="list-style-type: none"> • Enter all outreach activities in the Community Contacts Log in ETO. • Document collaborative efforts with local MCAH programs and Regional Perinatal Programs describing strategies to improve maternal and perinatal systems of care at least quarterly. • Maintain current lists of community providers and Service Provider details in ETO. 	

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		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<ul style="list-style-type: none"> Collaborate with agencies providing services to Black moms to develop and disseminate tangible Reproductive Life Planning training materials (e.g. power point presentation, webinars, toolkits, etc.) to focus on before, during, and beyond pregnancy for dissemination and integration in their service delivery protocols. 		

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>2.2 CONTRACTOR with guidance, leadership, and collaborating with COUNTY BIH Coordinator will increase information sharing with other local agencies providing services to Black women and children in the community and establish a clear point of contact.</p>	<p>2.2</p> <ul style="list-style-type: none"> • Develop collaborative relationships with local Medi-Cal Managed Care, Commercial Health Plans, WIC and local agencies in the community that provide services to Black women and children, to establish strong resource linkages for recruitment of potential participants and for referrals of active participants. • Develop a clear point(s) of contact with collaborating community agencies on a regular basis as it relates to outreach, enrollment, referrals, care coordination, etc. • Assess referrals from partner agencies to determine enrollment points of entry quarterly. 	<p>2.2</p> <ul style="list-style-type: none"> • Enter all outreach activities in the Community Contacts Log in ETO. • Maintain current lists of community providers and Service Provider details in ETO. • Describe materials used to inform community partners about BIH. • List and describe barriers, challenges and/or successes related to establishing community partnerships and point(s) of contact at least quarterly. 	<p>2.2</p> <ul style="list-style-type: none"> • Number of agencies where the COL has a documented point(s) of contact and with whom information is regularly exchanged. • Total number of agencies with outreach records during FY.

Goal 3: Provide strategies and resources to assist Black Birthing People to manage chronic stress.

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		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>3.1 CONTRACTOR coordinating with COUNTY will ensure that all BIH participants have their social support measured at baseline and after attending the prenatal and/or postpartum group intervention and completing Life Planning activities using the Social Provisions Scale – Short (SPS-S).</p>	<p>3.1</p> <ul style="list-style-type: none"> • Implement the prenatal and postpartum group intervention with fidelity to the P&P. • Encourage participants to attend and participate in group sessions. • Support clients in fostering healthy interpersonal and familial relationships. • Report results from group session information form, including description of participant engagement in group activities for each group session. 	<p>3.1</p> <ul style="list-style-type: none"> • Provide FY group intervention schedules upon request. • Percent of participants who meet expected prenatal life planning session attendance (prenatal dose). – <i>Fidelity Indicator D2a</i> • Percent of participants who meet expected prenatal group session attendance (prenatal dose). – <i>Fidelity Indicator D1a and D1b.</i> 	<p>3.1</p> <ul style="list-style-type: none"> • Number and percent of enrolled participants who have both a baseline and follow-up measurement in social support as measured through the SPS-S.
<p>3.2 CONTRACTOR coordinating with COUNTY will ensure that all BIH participants have their perceived stress and use of stress management techniques (yoga, deep breathing, or meditation) measured at baseline and after attending prenatal</p>	<p>3.2</p> <ul style="list-style-type: none"> • Staff will facilitate the administration of the stress scale and ask questions about stress management as outlined in the P&P, focused on the participant’s ability to be resilient and manage chronic stressors presenting during pregnancy. 	<p>3.2</p> <ul style="list-style-type: none"> • Describe challenges/barriers why participants did not have their self-esteem, mastery, coping and resiliency measured after attending prenatal and/or postpartum group intervention and completing Life Planning activities. 	<p>3.2</p> <ul style="list-style-type: none"> • Number and percent of enrolled participants who have both a baseline and follow-up measurement in self-esteem as measured through the Rosenberg Self-Esteem Scale. • Number and percent of enrolled participants who have both a baseline and

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<p>and/or postpartum group intervention and completing Life Planning activities using the Rosenberg Self-Esteem, Pearlin Mastery and the Brief Resilience Scales.</p>	<ul style="list-style-type: none"> • All activities are delivered with an understanding of Black Birthing culture and history. • Assist participants in identifying and utilizing their personal strengths. • Develop and implement a Life Plan with each client. • Teach and provide support to participants as they develop goal-setting skills and create their Life Plans. • Teach participants about the importance of stress reduction and guide them in applying stress reduction techniques. • Support participants as they become empowered to take actions toward meeting their needs. • Teach participants how to express their feelings in constructive ways. • Help participants to understand societal influences and their impact on Black Birthing Peoples' health and wellness. 	<ul style="list-style-type: none"> • Summarize participant successes and challenges in utilizing stress reduction techniques. 	<p>follow-up measurement in mastery as measured through the Pearlin Mastery Scale.</p> <ul style="list-style-type: none"> • Number and percent of enrolled participants who have both a baseline and follow-up measurement in coping and resiliency as measured through the Brief Resilience Scale.

Goal 4: Provide resources to assist with improving the health of pregnant and parenting Black women and their infants.

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		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>4.1 CONTRACTOR will ensure that all BIH participants will be linked to services that support health and wellness while enrolled in the BIH Program.</p>	<p>4.1</p> <ul style="list-style-type: none"> • Assist participants in understanding behaviors that contribute to overall good health, including: <ul style="list-style-type: none"> ○ Stress management ○ Sexual health ○ Healthy relationships ○ Nutrition ○ Physical activity • Ensure that participants are enrolled in health insurance and are receiving risk-appropriate perinatal care. • Ensure that healthy nutritious food is available during group sessions. • Provide participants with health information that supports a healthy pregnancy. • Provide participants with health education materials that address preterm birth reduction strategies, such as the MCAH-BIH prematurity awareness and Provider tip sheet. 	<p>4.1</p> <ul style="list-style-type: none"> • List and 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. • Describe collaborative efforts with March of Dimes (MOD), MotherToBaby and other agencies that provide health education, preterm birth reduction materials and resources. 	<p>4.1</p> <ul style="list-style-type: none"> • Number and percent of participants and infants who obtained health and community services while enrolled in BIH. • Number and percent of participants whose healthy eating behaviors improved over the course of their participation in BIH. • Number and percent of participants whose physical activity increased over the course of their participation in BIH. • Number and percent of recruited and enrolled participants reporting drug, alcohol and/or tobacco use who are provided information and health education. • Number and percent of participants receiving prenatal care by trimester of program initiation.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<ul style="list-style-type: none"> • Identify participants’ health, dental and psycho-social needs and provide referrals and follow-up as needed to health and community services. • Provide information and health education to participants who report drug, alcohol and/or tobacco use. • Assist participants with completion of the birth plan that outlines specific labor/delivery and birthing requests to be conveyed to their prenatal care provider. • Provide information on the benefits and importance of delivering a full-term baby. • Provide information related to the risks associated with delivering via cesarean section in order to make an informed decision related to their delivery. 		<ul style="list-style-type: none"> • Number and percent of participants uninsured at enrollment who received referral and follow-up for health insurance before delivery. • Number and percent of participants who complete a birth plan.

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		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>4.2 CONTRACTOR under the guidance and leadership of the COUNTY BIH Coordinator will coordinate with State MCAH and BIH staff to assist BIH Participants with increased knowledge and understanding of a Reproductive Life Plan and Family Planning services by providing culturally and linguistically appropriate tools for integration into existing program materials.</p>	<p>4.2</p> <ul style="list-style-type: none"> • Promote and support family planning by providing information and education on birth spacing and interconception health during group sessions and Life Planning Meetings. • Help participants understand and value the concept of reproductive Life Planning as Life Plans are completed and discussed with FHA during Life Planning Meetings and GF during group sessions. • Provide referrals and promote linkages to family planning providers including Family Planning, Access, Care, and Treatment (Family PACT). • Help participants understand the characteristics of healthy relationships and provide resources that can help participants deal with abuse, reproductive coercion or birth control sabotage. 	<p>4.2</p> <ul style="list-style-type: none"> • Summarize challenges/barriers of birth control usage among enrolled women who have delivered. • Document collaborative activities with local MCAH programs and other partners such as Medi-Cal Managed Care and CPSP Provider networks to identify strategies, activities and provide technical assistance to improve access to health care services and increase utilization of the postpartum visit. • Describe collaborative efforts with Violence Prevention Organizations such as Futures without Violence to determine service capacity to adequately meet needs identified by participants and staff providing case management services. 	<p>4.2</p> <ul style="list-style-type: none"> • Number and percent of participants who use any method of birth control to prevent pregnancy after their babies are born. • Number and percent of participants who attend a 4-6 week postpartum checkup with a medical provider.

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		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>4.3 CONTRACTOR under the guidance and leadership of the COUNTY BIH Coordinator will 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.</p>	<p>4.3</p> <ul style="list-style-type: none"> • Local staff will work with or support participants to: <ul style="list-style-type: none"> ○ Understand how mental health contributes to overall health and wellness, ○ Recognize the connection between stress and mental health and practice stress reduction techniques, ○ Help participants understand the connection between physical activity and mental health, ○ Understand the symptoms of postpartum depression. • Local staff will administer the Edinburgh Postpartum Depression Screen (EPDS) to every participant 6-8 weeks after she gives birth; and • Provide referrals and follow-up to mental health services when appropriate. 	<p>4.3</p> <ul style="list-style-type: none"> • Summarize successes and challenges in addressing mental health issues, including mental health referrals at least once per quarter. 	<p>4.3</p> <ul style="list-style-type: none"> • Number and percent of enrolled participants who completed the EPDS 6-8 weeks postpartum. • Number and percent of participants with “positive” EPDS screens with a recorded referral to a community mental health provider within two (2) weeks after the EPDS collection date.

<p>All BIH participants will report an increase in parenting skills and bonding with their infants and other family members.</p>	<p>4.4</p> <ul style="list-style-type: none"> • Assist participants in understanding and applying effective parenting techniques. • Assist participants with completing home safety checklist. • Assist participants with increasing knowledge of infant safe sleep practices, SIDS, Sudden Unexplained Infant Death (SUID) risk reduction. • Assist participants with completion of the birth plan that outlines specific labor/delivery and birthing requests to be conveyed to their prenatal care provider. • Provide participants with health education materials addressing the benefits of breastfeeding. • Assist participants with identifying and using bonding strategies, including breastfeeding, with their newborns. 	<p>4.4</p> <ul style="list-style-type: none"> • List and describe additional activities that enhance parenting and bonding. • Provide anecdotes/participant success stories about improved parenting/bonding with submission of BIH Quarterly Reports. • Provide participants with health education materials related to safe sleep practices and SIDS reduction. • List and describe additional activities on infant safe sleep practices/SIDS/SUID risk reduction. • Provide anecdotes/participant success stories about infant safe sleep practices and SIDS/SUID risk reduction with submission of BIH Quarterly Reports. • Document collaborative activities with State MCAH Programs used to identify strategies, provide technical assistance and disseminate resource materials that address the benefits of breastfeeding. 	<p>4.4</p> <ul style="list-style-type: none"> • Number and percent of participants who complete the safety checklist and receive health education materials related to safe sleep practices and SIDS reduction prior to delivery. • Number and percent of postpartum participants who initiate breastfeeding. • Number and percent of prenatal participants who complete a birth plan prior to delivery.
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Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
		<ul style="list-style-type: none"> Provide anecdotes/participant success stories about breastfeeding practices with submission of BIH Quarterly Reports. 	

Goal 5: Provide interconception health resources intended to decrease risk factors for adverse life course events among Black Birthing people of reproductive age.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>5.1 CONTRACTOR under the guidance and leadership of the COUNTY BIH Coordinator will ensure that all BIH participants are linked to services that support timely prenatal care, postpartum visits and well-woman check-ups while enrolled in the BIH Program.</p>	<p>5.1</p> <ul style="list-style-type: none"> • Ensure that participants are enrolled in prenatal care and are receiving risk-appropriate perinatal care. • Provide participants with health education materials and messages including but not limited to: the importance of attending prenatal care visits; recognizing the signs and symptoms of preterm labor; safe sleeping practices. • Provide participants with health information that supports a healthy pregnancy. • Ensure that participants are attending postpartum visits as scheduled. • Increase knowledge of and facilitate collaboration with local MCAH programs to improve perinatal and postpartum referral systems for high-risk participants. 	<p>5.1</p> <ul style="list-style-type: none"> • Describe collaborative activities with Text 4 Baby to deliver health education messages to pregnant women about the importance of postpartum visits. • Document collaborative activities with MOD, MotherToBaby and other agencies that provide preterm birth reduction and health education resources and messaging. • Describe collaborative efforts with local MCAH programs and other partners such as Medi-Cal Managed Care and CPSP to identify strategies, activities and provide technical assistance to improve access to health care services and increase utilization of the postpartum visit. 	<p>5.1</p> <ul style="list-style-type: none"> • Number and percent of participants receiving prenatal care by trimester of program initiation. • Number and percent of participants who attend a 4-6 week postpartum checkup with a medical provider.

Goal 6: Assist in reducing Infant morbidity and mortality by decreasing the percentage of preterm births.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>6.1 BIH Participants will have an increased knowledge of strategies and interventions they can utilize to reduce the occurrence of preterm births.</p>	<p>6.1</p> <ul style="list-style-type: none"> • Provide participants with health education materials that address preterm birth reduction strategies; from MCAH-BIH and MOD. • CONTRACTOR staff will distribute any customized preterm birth resources to local medical providers and monitor/track how providers utilize and/or incorporate resources to engage clients in service delivery. • CONTRACTOR staff will support, promote, and attend preterm birth educational webinars for medical providers. • Assist participants with increasing knowledge of infant safe sleep practices, SIDS, SUID risk reduction by participating in local SIDS 	<p>6.1</p> <ul style="list-style-type: none"> • Participate in MOD webinars and trainings that provide staff with opportunities to increase their knowledge of preterm birth reduction strategies and other approaches for having a healthy pregnancy. • Distribute and encourage MCAH programs to integrate the following preterm birth resources to educate women and providers on preventing preterm births: <ul style="list-style-type: none"> ○ Reducing Preterm Birth: What Black Women Need to Know Tip Sheet ○ Reducing Premature Birth: What Providers Need to Know Tip Sheet ○ Reducing Premature Birth Discussion Points – guidance to encourage conversation with women about preterm birth reduction strategies 	<p>6.1</p> <ul style="list-style-type: none"> • Maintain records of staff attendance at trainings. • Number and percent of participants who complete the safety checklist and receive health education materials related to preterm birth reduction prior to delivery. • Number and percent of participants who complete the safety checklist and receive health education materials related to safe sleep practices and SIDS reduction prior to delivery. • Number and percent of postpartum participants who initiate breastfeeding.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>collaborative meetings and trainings.</p> <ul style="list-style-type: none"> • Provide participants with health education materials addressing the benefits of breastfeeding. 	<ul style="list-style-type: none"> • Facilitate one to two educational webinars for medical providers on topics such as: <ul style="list-style-type: none"> ○ Roles and Responsibilities: Steps to Prevent Preterm Birth ○ The use of 17P to prevent preterm birth ○ Reducing Preterm Birth: Evidence-Based Strategies to Improve Outcomes • Provide participants with health education materials related to safe sleep practices and SIDS reduction. • Document collaborative activities with State MCAH Programs used to identify strategies, provide technical assistance and disseminate resource materials that address the benefits of breastfeeding. 	

Goal 7: To educate the public about the factors leading to the disparities in Black maternal and infant birth outcomes by providing consistent and culturally responsive information, and promoting enrollment in the CDPH-BIH Program.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>7. CONTRACTOR will hire and maintain culturally competent staff to develop campaign materials that are relevant and respectful to the cultural heritage of Black women and the community.</p>	<p>7.</p> <ul style="list-style-type: none"> • Maintain culturally competent staff to perform media campaign services that honors the unique history/traditions of people of Black descent. 	<p>7.</p> <ul style="list-style-type: none"> • Describe process of recruiting and hiring staff. • Include staff resumés. • Submit all staff changes to the COUNTY for review. 	<p>7.</p> <p>Hire and maintain culturally competent staff to develop campaign materials that are relevant and respectful to the cultural heritage of Black women and the community.</p>

BIH DEFINITIONS

- 1.1. “At risk” status: Refers to characteristics that may contribute to infant morbidity or mortality.
 - 1.1.1. Characteristics that contribute to “at risk” status during pregnancy include but are not limited to: (a) experience of a previous fetal or infant demise; (b) previous delivery of a low birth weight and/or premature infant; (c) not accessing appropriate health care and/or other supportive services due to systematic or personal barriers; (d) requiring assistance in accessing and receiving Medi-Cal and/or other required services due to systematic or personal barriers; and (e) an inadequate support system.
- 1.2. Participant outreach and recruitment: BIH intervention focuses on finding and identifying Black women and families and providing education and other interactions that lead to their enrollment in the program. Activities may include street canvassing in the target area, interaction with groups of potential participants, and establishing relationships with other organizations, providers, and/or professionals that may refer participants to the program.
 - 1.2.1. Participant-level outreach is one-on-one individual education and facilitation of program enrollment.
 - 1.2.2. Community-level recruitment is establishing partnerships with groups and organizations to identify and refer participants, and facilitate program enrollment.
- 1.3. Community awareness activities: Activities and events sponsored to increase awareness in the community of health risk factors associated with the poor birth outcomes of Black infants and to promote healthy lifestyle choices.
- 1.4. Cultural competence: A set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations.

- 1.5. Direct Referral: Refers to an established partnership to provide a direct linkage (e.g., by phone, web, and fax) between client and community partner for follow-up and assistance.
- 1.6. Effort Time Outcomes (ETO): State electronic data collection system used to enter participant data and generate reports for CDPH MCAH and the County.
- 1.7. Follow-up: Regular interaction with participants to assure that participants are receiving needed services and education. Follow-up continues until the participant requests to exit program or is lost to follow up, or completes/graduates from the program.
- 1.8. Group Sessions: Sessions offered to participants implementing the State BIH prenatal and postpartum curriculum.
- 1.9. Infant mortality, infant mortality rate: Death of an infant at any time after a live birth up to the first birthday. The infant mortality rate is calculated as number of infant deaths per 1,000 live births.
- 1.10. Life Planning: A process that identifies a participant's desires for her future and clarifies goals, challenges, and tasks to move forward. Life Planning focuses on goals in three broad areas: (1) health, (2) relationships, and (3) finances.
- 1.11. Low birth weight: Babies born less than five (5) pounds, eight (8) ounces (2500 grams).
- 1.12. Maternal, Child, and Adolescent Health (MCAH) Division: The unit within the CDPH charged with assuring pregnant women and their children obtain quality maternal and child health services. MCAH Division oversees the California Black Infant Health Program.
- 1.13. Perinatal: Refers to the period of time during pregnancy and for the first year of the infant's life.
- 1.14. Postpartum: Refers to the period of time after a woman has given birth.
- 1.15. Postpartum care: Outpatient medical follow-up care received by women following delivery.
- 1.16. Prematurity (preterm): Babies born before 37 completed weeks of pregnancy.
- 1.17. Prenatal care: Regular pregnancy related medical care and related supportive services received by pregnant women over the course of a pregnancy.
- 1.18. Presence in the community: Systematic efforts by a program to assure organizations, providers, and the general public in the target area are aware of the program and look to it for information and expertise.

- 1.19. Social Media: Different forms of electronic communication (such as websites for social networking and microblogging) through which users create online communities to share information, ideas, personal messages, and other content.
- 1.20. State BIH Databook: CDPH provided forms for collection of participant program data, participant management, and program evaluation (e.g., Life Plan, Individual Participant Plan, Edinburgh Postnatal Depression Scales, etc.).
- 1.21. Sudden Infant Death Syndrome (SIDS): The sudden, unexpected death of an infant that cannot be attributed to any specific cause on the autopsy.
- 1.22. Trimesters of Pregnancy: First Trimester is week 1 through week 12; Second Trimester is week 13 to week 27; and Third Trimester is week 28 to the birth.