

**GRANT AGREEMENT BETWEEN  
THE CITY OF FRESNO AND BLACK WELLNESS & PROSPERITY CENTER  
REGARDING FUNDING FOR COMMUNITY BASED HEALTH AND WELLNESS  
SERVICES**

THIS GRANT AGREEMENT (Agreement) is made and entered into, effective upon execution by both parties on \_\_\_\_\_, 2025 (Effective Date), by and between the CITY OF FRESNO, a California municipal corporation (City), and BLACK Wellness and Prosperity Center, a California non profit corporation (Grantee).

**RECITALS**

WHEREAS, the City desires to provide funds to support community based health and Wellness services for expanding maternal and women's health services in Fresno, including prenatal care and preventive screenings, while investing in facility upgrades, creating healthcare jobs, and training a local workforce to strengthen the City's healthcare infrastructure and improve outcomes for families.(Project); and

WHEREAS, the Grantee acknowledges that grant funds provided under this AGREEMENT will be derived from the City of Fresno General Fund, and is subject to the requirements of the Fresno Municipal Code; and

WHEREAS, the Grantee represents that it desires to and is legally capable of completing the scope of work outlined in this Agreement; and

WHEREAS, this Agreement will be administered for the City by its City Manager (Administrator) or designee.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. The Grantee shall perform to the satisfaction of the City the scope of work described in Exhibit A, including all work incidental to, or necessary to perform, such scope even though not specifically described in Exhibit A.

2. Grant Amount. The City shall provide the Grantee the amount of \$250,000 for the Project described in Exhibit A. City shall disburse 100% of the grant amount to the Grantee after the full execution of this Agreement. Grantee shall promptly return any funds provided under this Agreement which are not used for the Project outlined in the Scope of Work.

3. Term of Agreement and Time for Performance. This Agreement shall be effective through October 31, 2026 from the Effective Date, subject to earlier termination in accordance with this Agreement. The work as described in Exhibit A is to commence upon the Effective Date and shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in Exhibit A.

4. Amendment to Increase or Decrease Scope of Work. The parties may modify this Agreement to increase or decrease the scope of work or provide for the performance of work not required by this Agreement, which modification shall include an adjustment to the Grantee's compensation. Any change in the scope of work must be made by written

amendment to the Agreement signed by an authorized representative for each party. The Grantee shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

5. Termination, Remedies, and Force Majeure.

(a) This Agreement shall terminate without any liability of the City to the Grantee upon the earlier of: (i) the Grantee's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Grantee; (ii) seven calendar days' prior written notice with or without cause by the City to the Grantee; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any the City's fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, the Grantee shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Grantee that are owned by the City. Subject to the terms of this Agreement, the Grantee shall be paid compensation for work satisfactorily performed prior to the effective date of termination. The Grantee shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of the Grantee to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Grantee, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.

(d) Upon any breach of this Agreement by the Grantee, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) The Grantee shall provide the City with adequate written assurances of future performance, upon the Administrator's request, in the event the Grantee fails to comply with any terms or conditions of this Agreement.

(f) The Grantee shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Grantee and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Grantee shall notify the City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall

remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Administrator of the cessation of such occurrence.

(g) Events of Default. When in the opinion of the City, there is an occurrence of any one or more of the following provisions it will represent an Event of Default for purposes of this Agreement.

- i. An illegal or improper use of funds.
- ii. A failure to comply with any term, covenant or condition of this Agreement. Report(s) are submitted to the City which are incorrect or incomplete in any material respect.
- iii. The services required hereunder are incapable of or are improperly being performed by the Grantee.
- iv. Refusal of the Grantee to accept change under Section 17.
- v. The Grantee fails to maintain any required insurance.
- vi. The Grantee's breach of any other material condition, covenant, warranty, promise or representation contained in this Agreement not otherwise identified within this Section.

(h) Upon the occurrence of an Event of Default, the City shall give written notice to the Grantee of the Event of Default by specifying (1) the nature of the event or deficiency giving rise to the default, (2) the action required to cure the deficiency, if, in the sole discretion of the City, any action to cure is possible, and (3) if the Event of Default is curable, a date, which shall not be less than thirty calendar days from the date of the notice, by which such deficiency must be cured.

#### 6. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by the Grantee pursuant to this Agreement shall not be made available to any individual or organization by the Grantee without the prior written approval of the City. During the term of this Agreement, and thereafter, the Grantee shall not, without the prior written consent of the City, disclose to anyone any Confidential Information.

(b) The term "Confidential Information" for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes, and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.

(c) Any and all writings and documents prepared or provided by the Grantee pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. The Grantee shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(d) If the Grantee should subcontract all or any portion of the services to be performed under this Agreement, the Grantee shall cause each subcontractor to also comply with the requirements of this Section 6.

(e) This Section 6 shall survive expiration or termination of this Agreement.

7. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Grantee represents to the City that the Grantee and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the scope of work agreed to be done by it under this Agreement, the City relies upon the skill of the Grantee and any subcontractors, to do and perform such work in a skillful manner and Grantee agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such work by the City shall not operate as a release of the Grantee or any subcontractors from said industry and professional standards.

8. Indemnification. To the furthest extent allowed by law, Grantee shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Grantee or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Grantee's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If the Grantee should subcontract all or any portion of the services to be performed under this Agreement, the Grantee shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

Notwithstanding the aforementioned, the Grantee recognizes that the source of funds for the grant to be provided hereunder is the allocation from the City's General funds. To this end the Grantee shall, without limitation, indemnify the City, and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages incurred by the City from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of the Grantee or any of its officers, officials, employees, agents, or volunteers in the performance of this Agreement and compliance with the requirements of the Fresno Municipal Code.

This section shall survive termination or expiration of this Agreement.

9. Insurance. The Grantee shall comply with all the insurance requirements in Exhibit B to this Agreement. Failure to comply and maintain the appropriate insurance may result in immediate termination of this Agreement.

10. Conflict of Interest and Non-Solicitation.

(a) Prior to the City's execution of this Agreement, the Grantee shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in Exhibit C. During the term of this Agreement, the Grantee shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Grantee in such a statement.

(b) The Grantee shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, the Grantee shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Grantee and the respective subcontractor(s) are in full compliance with all laws and regulations. The Grantee shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Grantee shall immediately notify the City of these facts in writing.

(c) In performing the work or services to be provided hereunder, the Grantee shall not employ or retain the services of any person while such person either is employed by the City or is a member of the City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) The Grantee represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.

(e) Neither the Grantee, nor any of the Grantee's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. The Grantee and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable laws and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, the Grantee shall remain responsible for complying with Section 10(b), above.

(f) If the Grantee should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Grantee shall include the provisions of this Section 10 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 10 shall survive expiration or termination of this Agreement.



## 11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.

(b) Records of Service Provider's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Service Provider pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to City until such action is resolved, or until the end of said time period whichever shall later occur. If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

(c) Any portion of the project funded with public funds shall not require participants to take part in any activity or exercise intended to advance or promote religion, in compliance with Article I, Section 1 of the California Constitution.

## 12. Nondiscrimination.

(a) To the extent required by controlling federal, state and local law, the Grantee shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, the Grantee agrees as follows:

(b) The Grantee or Grantee's subcontractor will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(c) The Grantee or the Grantee's subcontractor will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Grantee shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled

veteran or veteran of the Vietnam era. Such requirement shall apply to the Grantee's or Grantee's subcontractor's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(d) The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(e) The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Grantee's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) If the Grantee should subcontract all or any portion of the services to be performed under this Agreement, the Grantee shall cause each subcontractor to also comply with the requirements of this Section 12.

### 13. Independent Contractor.

(a) In the furnishing of the services provided for herein, Grantee is acting solely as an independent contractor. Neither the Grantee, nor any of its officers, agents, subcontractors or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Grantee shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Grantee is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between the Grantee and the City. The Grantee or Grantee's subcontractor shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Grantee shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, the Grantee and its officers, agents, subcontractors and employees shall have absolutely no right to employment rights and benefits available to the City employees. The Grantee shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Grantee shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Grantee's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment

of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, the Grantee may be providing services to others unrelated to the City or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

16. Assignment.

(a) This Agreement is personal to the Grantee and there shall be no assignment by the Grantee of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Grantee, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

(b) The Grantee hereby agrees not to assign the payment of any monies due to the Grantee from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due to the Grantee directly to the Grantee.

17. Compliance With Law. In providing the services required under this Agreement, the Grantee shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply to the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this AGREEMENT and any rights and duties hereunder shall be Fresno County, California.



20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third-Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Grantee.

29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO, a California  
municipal corporation

By: \_\_\_\_\_  
Georgeanne A. White  
City Manager

APPROVED AS TO FORM:  
ANDREW JANZ

City Attorney  
Signed by: \_\_\_\_\_  
By: Sukhman S. Sekhon 10/9/2025  
Sukhman S. Sekhon Date  
Deputy City Attorney

ATTEST:  
TODD STERMER, MMC  
City Clerk

By: \_\_\_\_\_  
Deputy Date

Addresses:

City:  
City of Fresno  
Attention: Courtney Espinoza  
Administrative Manager  
2600 Fresno Street  
Fresno, CA 93721  
Phone: 559.621.7008  
E-mail: courtney.espinoza@fresno.gov

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form

BLACK Wellness & Prosperity Center, a  
California nonprofit corporation

DocuSigned by:  
By: Shantay R. Davies-Balch  
720F833FAA08444...

Name: Shantay R. Davies-Balch

Title: President & CEO  
(If corporation or LLC., Board Chair,

Signed by:  
By: Venise C. Curry  
854AAF8077C0423...

Name: Venise C. Curry

Title: Secretary  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

Grantee: B.L.A.C.K. Wellness &  
Prosperity Center  
Attention: Shantay R. Davies-Balch  
President & CEO  
2201 Calaveras Street  
Fresno, CA 93721  
Phone: 559.790.1905  
E-mail: Shantay@black-enterprises.com

## **EXHIBIT A**

### **SCOPE OF WORK & SCHEDULE**

#### **Executive Summary**

B.L.A.C.K. (BELONGING. LOVE. AFFINITY. COMMUNITY. KINSHIP.) Wellness & Prosperity Center (BWPC) is a community-based organization in Fresno dedicated to improving maternal, infant, and community health outcomes through partnerships, infrastructure development, research, and advocacy. This contract will strengthen BWPC's capacity to deliver and sustain services that address critical gaps in Fresno's maternal and child health system, ensuring families have the resources and support needed to thrive. Over the next 12 months, BWPC will invest in facility improvements and deliver and expand services, including case coordination, pregnancy support groups, breastfeeding support, infant and child health education, and clinical services for community members in Fresno, with a particular focus on women and infants with the poorest health outcomes. Through these efforts, BWPC will contribute to reducing health disparities, advancing health equity, and enhancing Fresno's maternal and child health infrastructure.

#### **Services Description**

Founded in 2019, B.L.A.C.K. Wellness & Prosperity Center (BWPC) is a community-based organization in Fresno. BWPC's mission is to improve maternal, infant, and community health outcomes through strategic partnerships, infrastructure development, research, and advocacy.

This contract will strengthen BWPC's infrastructure and capacity to deliver and sustain services that address critical gaps in Fresno's maternal and child health system. Our services help ensure that families in Fresno have the resources and support needed to thrive.

In its programming and service delivery, BWPC utilizes an evidence-based, person-centered, community-informed approach to improve the health and well-being of families. BWPC's staff, which includes trained doulas, community health advocates, and administrative personnel, has the knowledge, skills, and experience necessary to design and implement services that reduce stress, provide social support and resource navigation, and strengthen goal-setting skills. While prioritizing pregnant individuals and caregivers of children who are the most impacted by preventable adverse health outcomes. BWPC's programs are open to all community members.

In the next 12 months, BWPC intends to provide and expand the following services:

- Case coordination: One-on-one, mid-to-long-term support provided by community health advocates focused on the client's needs and addressing barriers to optimizing their health

and well-being outcomes.

- Pregnancy care support groups: A program offering 10 weekly sessions that provide pregnancy education and social support in group settings. The program will be enhanced with a prenatal care component.
- Breastfeeding support: Providing education and counseling to expecting families and new parents, increasing breastfeeding initiation and continuation.
- Infant and child health resources: Training and resources, including Safer Sleep and Car Seat Safety education, to help parents and caregivers keep children safe and support their development.

Clinical services for women and infants (underway): Build clinic infrastructure and capacity, and facility improvements that enhance the healthcare experience. Expansion of medical services to provide specialized medical care for women, including well-woman exams and preventive screenings.

### Goals and Objectives

BWPC's goal is to reduce health disparities in Fresno, advance health outcomes, and enhance care coordination for all community members, with a particular focus on women of reproductive age and their families.

- Improve access to high-quality service delivery for community members in Fresno
- Enhance Fresno's maternal and child-health infrastructure
- Train and sustain staff for the implementation and delivery of programs

We aim to continue building our infrastructure to provide women's health services based on the midwifery model of care, a transformative step toward birth equity in our region. To realize this vision, we are operationalizing a model that offers culturally affirming, high-quality care rooted in trust, belonging, and community. But we know that infrastructure alone is not enough. We must also build the workforce that delivers this care.

BWPC is investing in the development of a robust, community-centered health workforce, including:

- Certified Nurse Midwife to provide gynecological, women's health, prenatal, and birth care using a holistic, patient-centered approach.
- Medical Director to oversee clinical quality, safety, and integration of care.
- Community Health Advocates who provide outreach, education, and navigation support.
- Doulas who offer emotional and physical support throughout pregnancy, birth, and postpartum.

- Program Coordinators and Supervisors who help patients access services and manage complex needs.
- Non-clinical support staff who ensure a welcoming, affirming, and healing environment.

This integrated model expands access to care, creates economic opportunity, and builds leadership pathways within our community. BWPC will be a place where families are cared for by people who reflect their lived experiences, and where culturally grounded care is the standard, not the exception.

## Program/Project Milestones and Timeline

### Technology Integration

We are investing in a robust electronic health record (EHR) system through Tebra to support efficient, high-quality care delivery. All staff will be trained on the EHR platform to ensure seamless documentation, coordination, and billing.

### Billing & CalAIM Readiness

Billing capacity is in development. We are preparing for the CalAIM transition, including Enhanced Care Management (ECM) and Community Supports (CS) billing.

- Hiring for a Billing Specialist is currently underway.
- We are working with EHR consultants, Medi-Cal billing consultants, and the California Medical Group Management Association to train staff on Medi-Cal billing workflows, ECM, and CS readiness.
- These efforts will ensure long-term sustainability and compliance with evolving state reimbursement models.

### Workforce Development & Role Transition

Our clinical and support roles are filled, including Certified Nurse Midwife, Medical Director, Doula, Program Coordinators, and Program Supervisors. Staff will be transitioning into Medi-Cal-aligned roles—for example, Community Health Advocates may become Lead Care Managers. We anticipate hiring additional Care Coordinators as patient volume grows.

### Community Engagement & Program Design

We continue to engage community members and partners to ensure services reflect lived experiences and local needs. Program materials—including technology, incentives, supplies, and curriculum assets—have been acquired and are being refined.

### Timeline:

Fall 2025



- Finalize hiring for Billing Specialist
- Train staff on the Tebra EHR system
- Begin consultant-led training on Medi-Cal billing, ECM, and CS
- Transition staff into new medical-aligned roles
- Finalize billing infrastructure and CalAIM readiness

Winter 2025

- Enter prenatal care services in the EHR system
- Begin patient enrollment and community outreach
- Refine workflows and care coordination systems

Estimated Budget Summary

Major Expense Category	Estimated Budget
Staffing (clinical, administrative, care coordination)	\$87,500
Medical Equipment & Supplies	\$40,000
Technology & EHR Implementation	\$5,000
Training & Consultant Support (EHR, Medi-Cal billing, CalAIM readiness)	\$25,000
Community Engagement & Outreach	\$5,000
Evaluation & Data Systems	\$7,500
Facility Renovation & Operations	\$45,000
Miscellaneous & Contingency	\$35,000
Total	\$250,000.00

## **EXHIBIT B INSURANCE REQUIREMENTS**

### **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Grantee's profession.

### **MINIMUM LIMITS OF INSURANCE**

The Grantee, or any party the Grantee subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
  - (i) \$1,000,000 per occurrence for bodily injury and property damage;
  - (ii) \$1,000,000 per occurrence for personal and advertising injury;
  - (iii) \$2,000,000 aggregate for products and completed operations; and,
  - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
  - (i) \$1,000,000 each accident for bodily injury;

- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. PROFESSIONAL LIABILITY (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event the Grantee purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

The Grantee shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and the Grantee shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. Grantee shall establish additional insured status for the City under the General Liability policy for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. Grantee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of the Grantee's insurance and shall not contribute with it. The Grantee shall establish primary and non-contributory status on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.
4. All policies of insurance shall contain, or be endorsed to contain, the following provision: the Grantee and its insurer shall waive any right of subrogation against the City, its officers, officials, employees, agents, and volunteers.
5. All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar days written notice by certified mail, return receipt requested, has been given to the City. The Grantee is also responsible for providing written notice to the City

under the same terms and conditions. Upon issuance by the insurer, broker, or agent, of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the Grantee shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, the Grantee shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

6. Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

7. The fact that insurance is obtained by the Grantee shall not be deemed to release or diminish the liability of the Grantee, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Grantee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Grantee, its principals, officers, agents, employees, persons under the supervision of the Grantee, vendors, suppliers, invitees, Grantees, sub-Grantees, subcontractors, or anyone employed directly or indirectly by any of them.

#### CLAIMS-MADE POLICIES

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by the Grantee.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by the Grantee, the Grantee must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. These requirements shall survive expiration or termination of the Agreement.

#### VERIFICATION OF COVERAGE

the Grantee shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, the Grantee shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said

copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

### SUBCONTRACTORS

If the Grantee subcontracts any or all of the services to be performed under this Agreement, the Grantee shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no side agreement is required, the Grantee shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and the Grantee shall ensure that City, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with the Grantee, and City, prior to commencement of any work by the subcontractor



**EXHIBIT C**  
**DISCLOSURE OF CONFLICT OF INTEREST**  
 Service Sustainability

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: N/A

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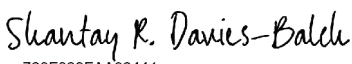
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☐ Additional page(s) attached.

DocuSigned by:  
  
 720F833FAA08444...  
 Signature

10/9/2025  
 Date

Shantay R. Davies-Balch  
 Name

BLACK Wellness & Prosperity Center  
 Company

2201 Calaveras Street  
 Address

Fresno, CA 93721  
 City, State, Zip