



**AGENDA  
PUBLIC NOTICE**

Regular Meeting of the Finance Sub Committee  
**Wednesday, March 8, 2023**  
**2:00 PM**  
First 5 Riverside County  
585 Technology Ct  
Riverside, California 92507

**This notice shall confirm the Regular Meeting of the Finance Sub Committee of the Riverside County Children and Families Commission.**

**Note: If special accommodations are needed to participate in this meeting, please contact Lynn Stephens, Executive Assistant IV, at (951) 955-0200 during regular business hours of the Riverside County Children and Families Commission (Monday-Friday 8:00 a.m. – 5:00 p.m.).**

**Note: Public Comments will be taken on agenda items at various times during the meeting. Please submit a Request to Speak form to the Executive Assistant IV at any time before or during the meeting indicating the item you wish to address.**

**Note: Please place all cellular phones on vibrate or off mode during the meeting.**

- A. Call to Order – Zachary Ginder, Commission Chair**
  - A.1. Pledge of Allegiance
  - A.2. Roll Call - Lynn Stephens, Executive Assistant IV
- B. Public Comments (for items not listed on the agenda) – Zachary Ginder, Chair**
- C. Commission and Advisory Committee Business – Zachary Ginder, Chair**
  - C.1. Oath of Office for Commissioner, Elizabeth Romero - Supervisor Perez
  - C.2. Advisory Committee Updates - Jennifer Briseno, Advisory Committee Chair
  - C.3. Directors Report - Tammi Graham, Executive Director and Yvonne Suarez, Deputy Director
  - C.4. Commissioner Comments
- D. Presentations/Information – Zachary Ginder, Chair**
  - D.1. Health Assessment and Research for Communities (HARC) Presentation -

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Cassandra Leier, PhD, Director of Research and Evaluation



**Cassandra Leier, PhD**  
Director of Research and Evaluation



## First 5 Riverside County: Community Profiles

# Today's Meeting

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- About HARC
- Project Overview
- District Comparison Report
- Next steps

# About HARC

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- **Nonprofit research and evaluation organization**
- Located in Palm Desert, CA
- Focus on promoting community health, wellness, and quality of life
- **Founded in 2006** to conduct a community health needs assessment (CHNA) of Eastern Riverside County
- Expanded to provide **consulting services** to other organizations
- Experience in program evaluation, needs assessment, data analysis, and more



First 5 Riverside County  
Children & Families Commission

# Community Profile Reports

- Secondary data reports of all five Districts.
- Data pulled from American Community Survey, California Healthy Kids Survey, California Department of Education, FBI Crime Data Explorer, National Center for Health Statistics, RUHS – Public Health, U.S. Environmental Protection Agency, etc.
- Topics were determined by F5RC and HARC.

# Topics

Population size  
**Park access**  
**Children in Poverty**  
Educational attainment  
**Age**  
Air quality  
Smartphone access  
Exercise  
STD rates  
**Language**  
Substance use  
Walkability  
**Poverty**  
Internet access  
**Citizenship**  
Housing cost burden  
Unemployment



*Riverside County*  
**DISTRICT COMPARISON  
REPORT**  


# District Comparison Report

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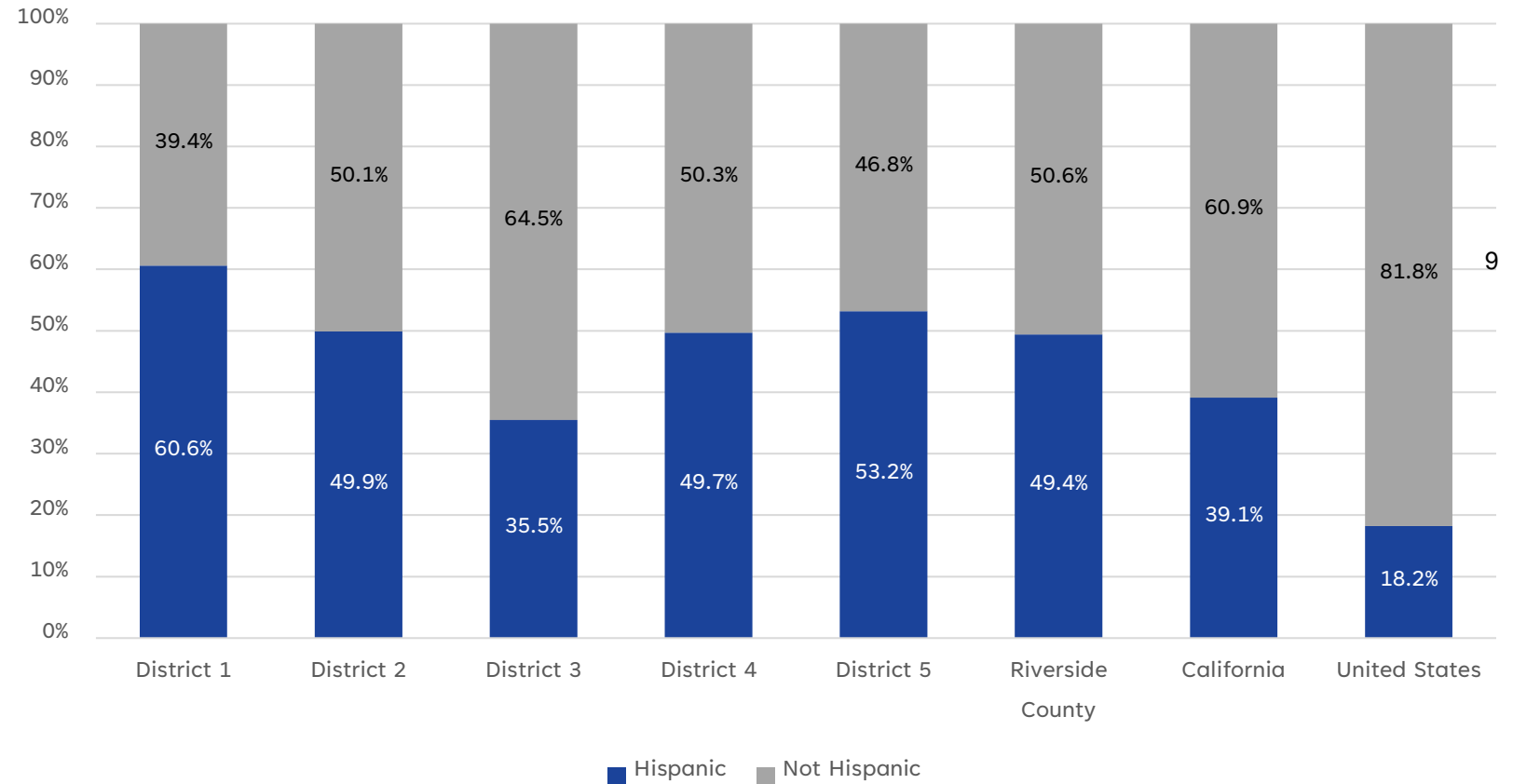
COMPARES ALL FIVE DISTRICTS ON A  
SUBSET OF TOPICS

# Comparison Report— Ethnicity

## Ethnicity

District 1 has the highest percentage of people who identify as Hispanic (60.6%).

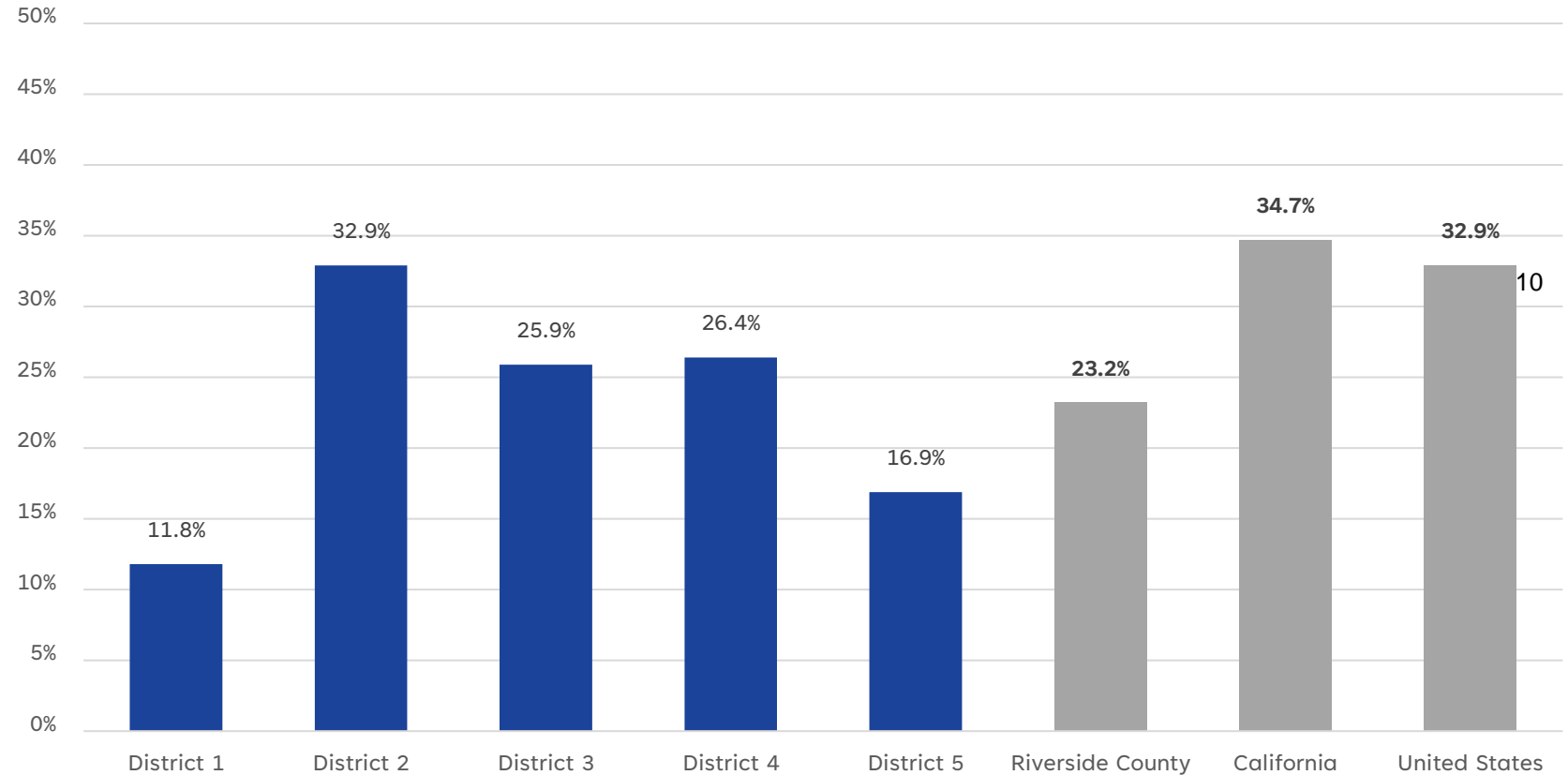
District 3 has the highest percentage of people that identify as non-Hispanic (35.5%).



# Comparison Report— Bachelor's Degree Attainment

## Bachelor's Degree Attainment

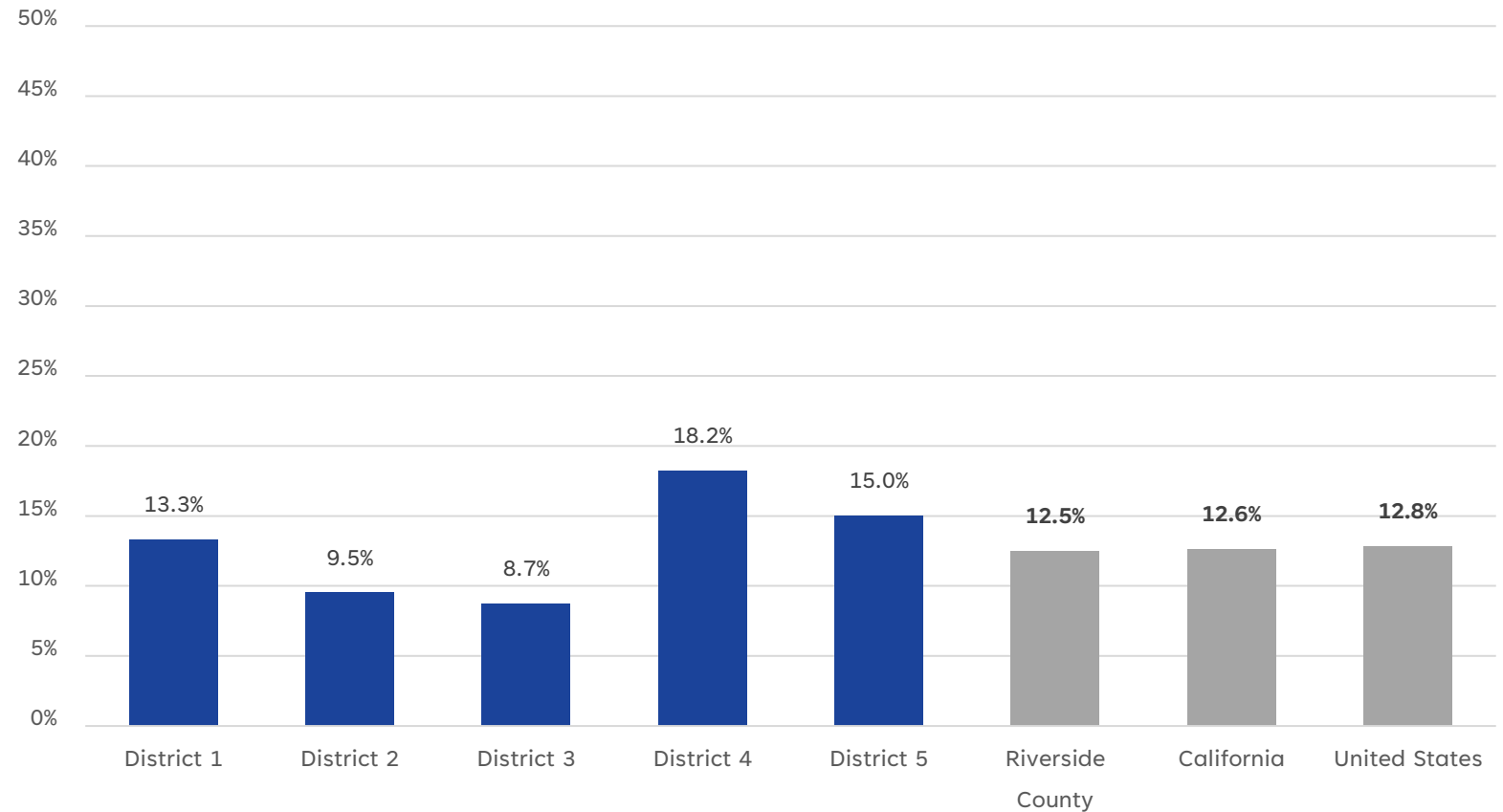
Bachelor's degree attainment is highest for District 2 (32.9%) and lowest for District 1 (11.8%).



# Comparison Report— Poverty Rate

## Percent of People Living in Poverty

The percentage of people living in poverty is highest in District 4 (18.2%) and lowest in District 3 (8.7%).

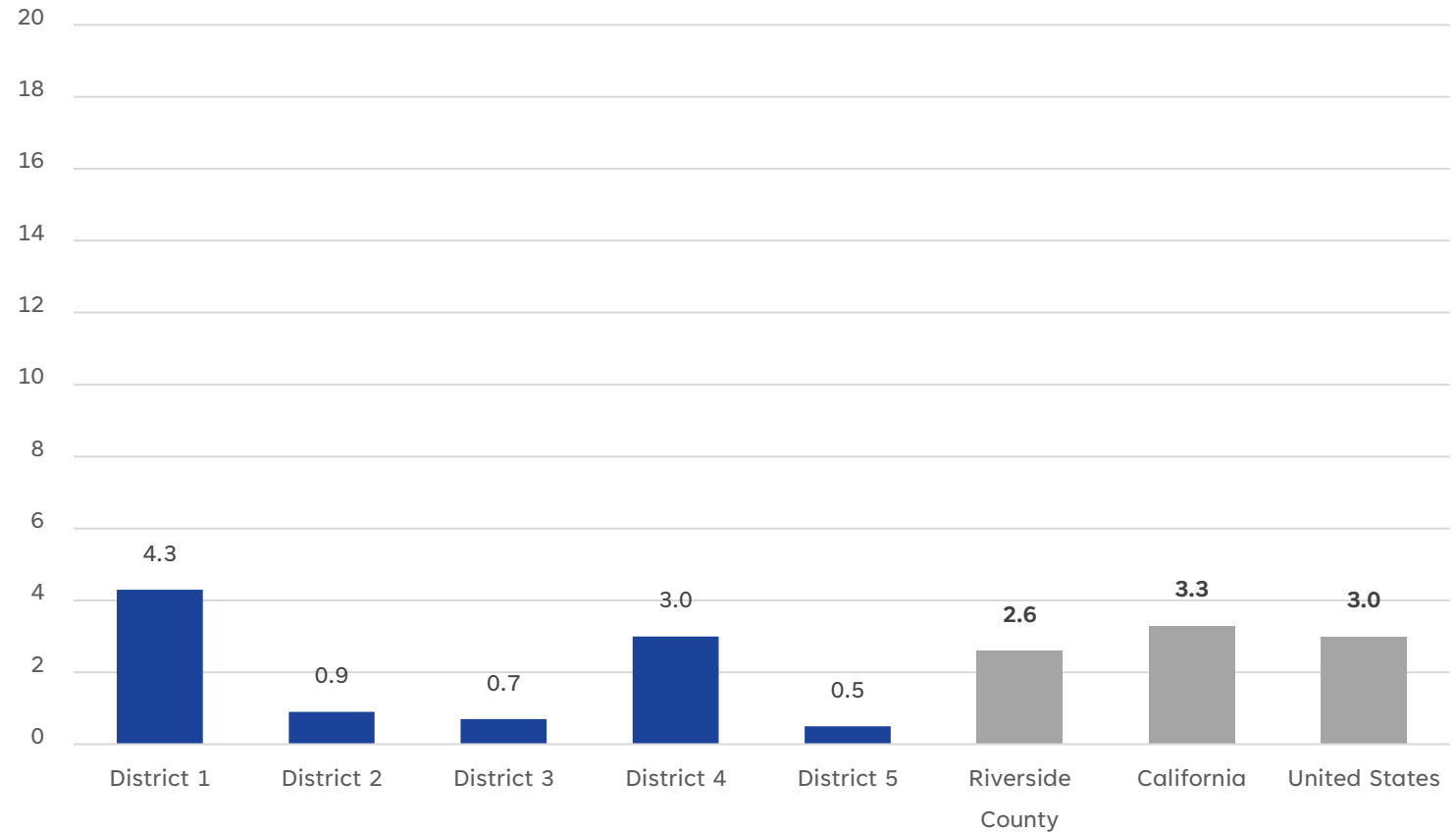


# Comparison Report— Homicide Rate

## Homicide Rate per 100,000 people

The District with the highest rate of homicide is District 1 (4.3 per 100k people).

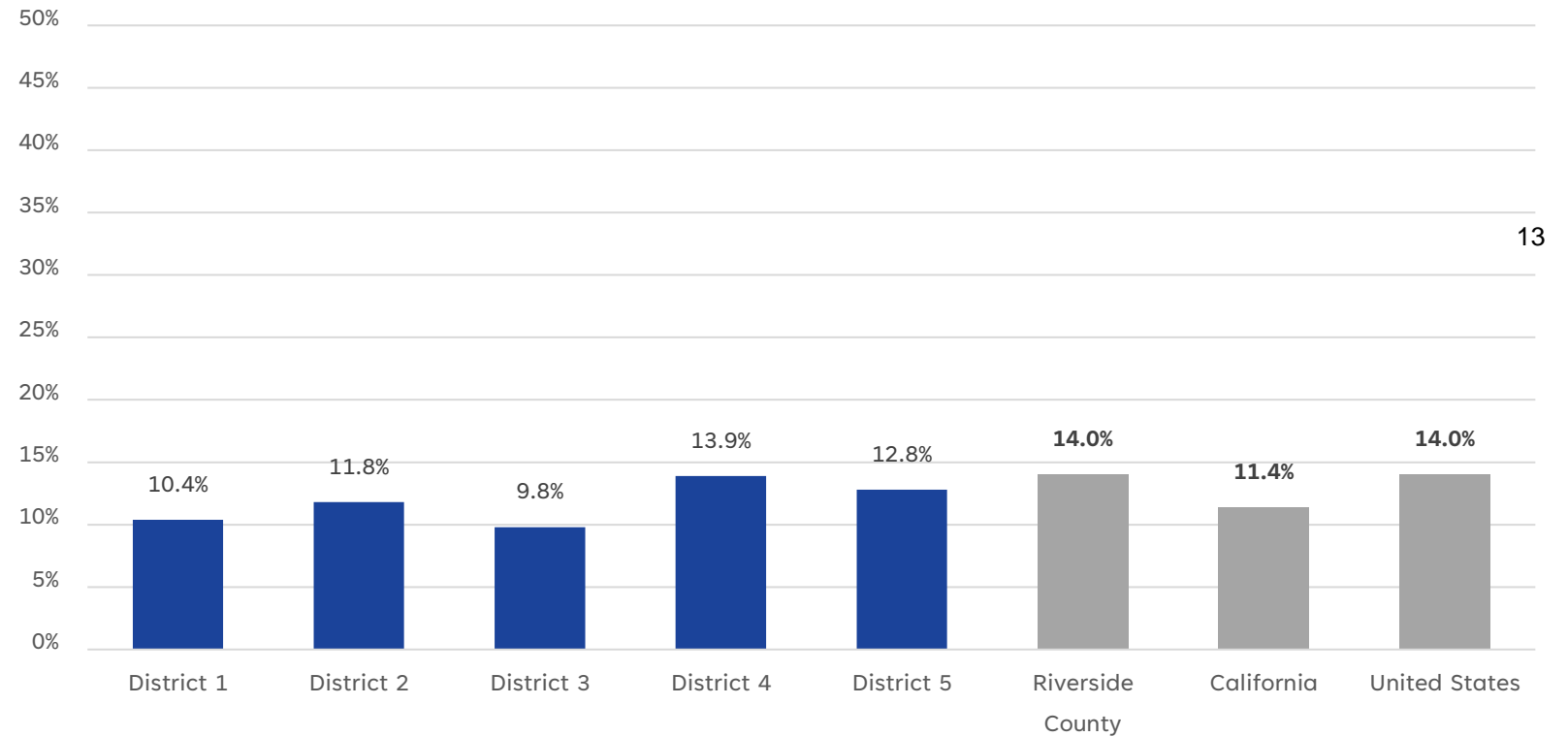
District 5 has the lowest homicide rate (0.5 per 100k people).



# Comparison Report- Uninsurance

## Percent of Uninsured Adults

The district with the highest uninsurance rate is District 4 (13.9%) and lowest in District 3 (9.8%).



# Next Steps

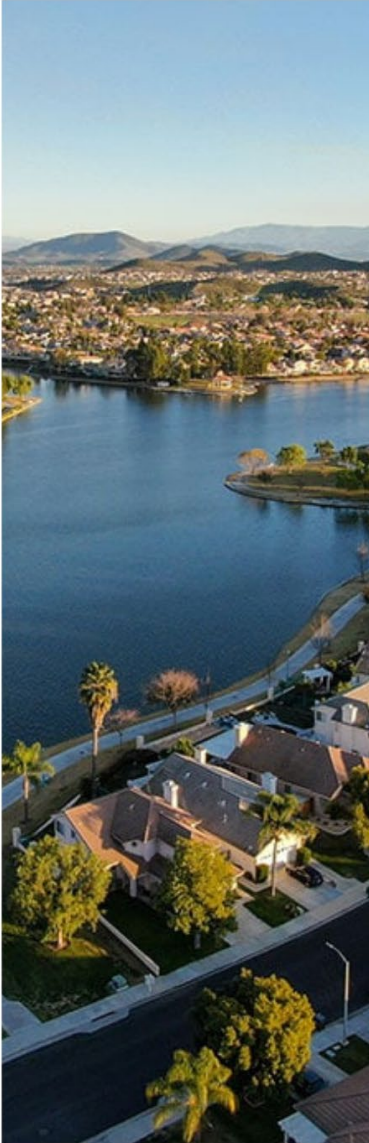
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- Community engagement meetings in District 4, coming soon
- Primary data collection
  - Exploring questions unanswered by the Community Profile Reports
  - Both online and mailed survey to random sample in the community



Cassandra Leier, PhD  
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[www.HARCdata.org](http://www.HARCdata.org)

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*Riverside County*  
**DISTRICT COMPARISON  
REPORT**



This report was created by HARC, Inc., (Health Assessment and Research for Communities) for First 5 Riverside County.

To learn more about First 5 Riverside County, visit [www.rccfc.org](http://www.rccfc.org).

To learn more about HARC, visit [www.HARCdata.org](http://www.HARCdata.org).

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# Executive Summary

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## Introduction

F5RC hired HARC, Inc. to prepare five Community Profile Reports – one for each Supervisorial District in Riverside County. At the time of creating these reports, Riverside County was in the process of redistricting the boundaries of each respective district. To make these reports most useful for future efforts, the district boundaries reflect the changes that are forthcoming (in 2023 and 2024).

These reports were all developed using secondary data, which helps to identify areas of need and locate gaps in the available data. The present report is a comparison report that summarizes findings from all five Supervisorial Districts in Riverside County.

## Methods

HARC compiled secondary data from sources such as the American Community Survey, Coachella Valley Economic Partnership, California Healthy Kids Survey, National Center for Health Statistics, Riverside County’s public health department, Riverside University Health System – Public Health (RUHS-PH), the Trust for Public Land, Uniform Crime Report, the U.S. Environmental Protection Agency, and the United States Census Bureau, to name a few. The present report summarizes the aggregate findings for each district so that the regions can be compared to one another to understand community needs and potential solutions.

## Demographics

The populations of each district vary just slightly – ranging from 439,294 people (District 3) up to 549,957 people (District 1). District 1 has the largest proportion of people that identify as Hispanic (60.6%).

For race, the district with the highest percentage of the population who identify as White is District 4 (70.1%), while District 5 has the highest percentage of residents who

identify as Black/African American (12.2%) as well as Asian/Native Hawaiian (10.3%). District 1 has the highest percentage of residents who are some “other” race (32.0%), and District 3 has the highest percentage of residents who identify as two or more races (19.6%). The district with the highest proportion of people who speak only English at home is District 3 (73.3%), and the district with the highest proportion of people who speak a language other than English is District 1 (52.7%).

## Access to Care

The district with the both the highest percentage of adults (18 to 64) without health insurance (13.9%) and the highest rate of uninsured children (8.6%) is District 4.

## Education

District 2 has the highest percentage of residents with a bachelor’s degree, or higher (32.9%), and District 1 has the lowest percentage of residents who have a bachelor’s degree or higher (11.8%).

## Economic Stability

The unemployment rate is highest in District 4 (11.8%) and lowest in District 2 (8.4%). District 4 also has the highest percentage of adults (18.2%) and children (28.1%) living in poverty. District 3 has the highest proportion of residents with Internet access (92.8%), and District 4 has the lowest proportion of residents with Internet access (82.8%). The district with the highest percentage of residents who experience a housing cost burden is District 4 (53.2%). The district with the lowest percentage of residents experiencing a housing cost burden is District 3 (42.6%).

## Injury and Violence

District 1 has the highest homicide rate, with a rate of 4.3 homicides or non-negligent manslaughter arrests per 100,000 residents. District 5 has the lowest homicide rate of homicide with a rate of 0.5 homicides per 100,000 people.

## Maternal, Infant, and Child Health

The average life expectancy is the highest in Districts 1 and 3 (81.4 years). The average life expectancy is the lowest in District 5 (77.4 years). The five districts have similar rates for preterm births.

## Nutrition

The district with the highest percentage of residents who receive CalFresh/SNAP/Food Stamp benefits is District 5 (13.7%). The district with the lowest percentage of residents who receive CalFresh/SNAP/Food Stamp benefits is District 3 (6.8%). The district with the highest percentage of children who receive CalFresh/SNAP/Food Stamp benefits is District 1 (70.2%), and the district with the lowest percentage of residents receiving these benefits is District 4 (59.6%).

## Conclusion

By comparing each of the districts to one another, we obtain a more comprehensive understanding of the unique needs – and gaps in services – of the residents in each respective region. District 1 experiences low bachelor's degree attainment and high crime. Districts 2 and 3 are faring quite well as it relates to many data points in this report. District 4, conversely, has many areas of concern according to these data points – including low educational attainment, unemployment, and poverty, to name a few. District 5 also experiences low educational attainment and a high rate of poverty. The findings in this report help to identify the areas of need by district and provide direction as to precisely where resources are needed.

# Introduction

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In March 2020, the Riverside County Children and Families Commission approved the transition of the five county-operated Family Resource Centers (FRCs) from the County of Riverside Department of Social Services (DPSS) to First 5 Riverside County (F5RC). FRCs serve an important role in the community in that they connect resources to vulnerable families with the hope of preventing child abuse, child neglect, and other forms of community suffering. These FRCs directly connect families to a variety of services that include quality early childcare and education, parenting education and support, parent-child interaction modalities, home visits, basic needs and social supports, health and wellness activities, mental health services, job readiness, adult education, and parent leadership development. Since F5RC began to operate the FRCs, five new Social Services Practitioners (SSPs) have been added at each location and new partnerships with community-based organizations are in-place to implement the Family Resource Center Network Expansion to create new Community Hubs embedded in communities to support families from broader population groups by increasing and expanding resources and providing linkages to prevention services and direct support to families with young children ages 0 through 5. These new partnerships with existing home visiting agencies and community-based organizations serving tribal families and foster families and families at-risk or involved with the child welfare system will serve as a resource for parents, caregivers, and others to connect them with resources tailored to meet their needs. A Family Resource Center Network Specialist at each partner agency will also engage with service providers and attend community meetings to foster key partnerships in the community.

F5RC hired HARC, Inc. in April 2021 to prepare five Community Profile Reports – one for each District in Riverside County. At the time of creating these reports, Riverside County was in the process of redistricting the boundaries of each respective district. To make these reports most useful for future efforts, the district boundaries reflect the changes

that are forthcoming (in 2023 and 2024). These reports were developed using secondary data, which helps to identify areas of need and helps locate gaps in the available data. The present report is a comparison report that summarizes findings from all five Supervisorial Districts in Riverside County.

### Impact of the COVID-19 Pandemic

It is important to note that the present report reflects some data points that illustrate the impact of the COVID-19 pandemic. The COVID-19 pandemic should be kept in mind when reviewing certain data points between 2020 and 2022, and it is worth noting some ways that the community has been impacted. We know that COVID-19 has changed how we live, and our data certainly illustrate that in several areas such as employment, income, and use of social services.

## Methods

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HARC compiled secondary data for the Community Profile Reports from several sources, including the American Community Survey, California Healthy Kids Survey, National Center for Health Statistics, the Trust for Public Land, Uniform Crime Report, the U.S. Environmental Protection Agency, and the United States Census Bureau, among others. Additional local data for this report was provided by the Coachella Valley Economic Partnership and the Riverside County Department of Public Health.

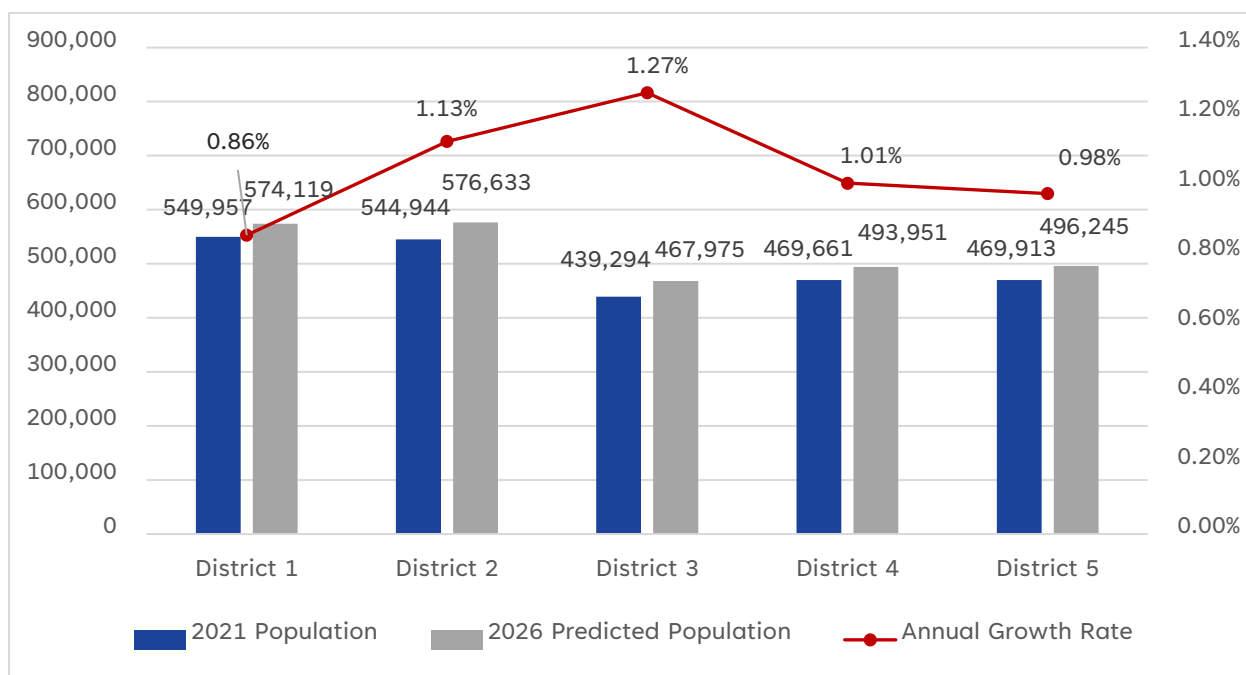
Data were compiled at the city/CDP level for each of the Community Profile district reports, and totals were calculated to get an aggregate/average for each district. The present report summarizes the findings for each district so that the regions can be compared to one another in an effort to understand community needs and potential solutions. Note that the comprehensive Community Profile reports for each district included approximately 52 data points, and this comparative report only includes a subset of those data points – largely because not all data points could be cogently compared to one another.

# Demographics

## Population Size and Growth

As illustrated in the figure below, the districts with the largest populations in 2021 are District 1 (549,957 people) and District 2 (544,944) and are expected to stay that way. District 3 has the smallest 2021 population (439,294 people).

**Figure 1. District Comparison of Population Size and Growth**

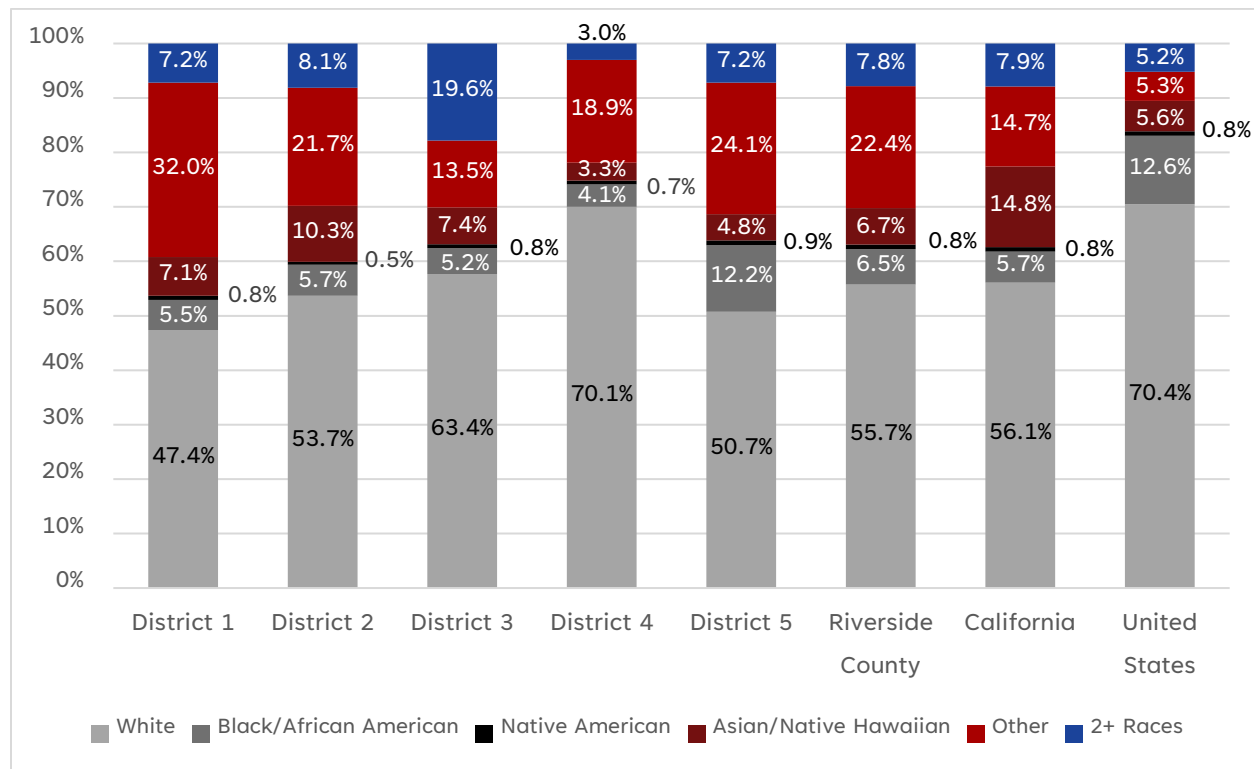


Source: Esri Data Analyst which uses data from the U.S. Census Bureau and American Community Survey (2021). 2021 total population data from American Community Survey – Five Year Estimates. (2016-2020).

## Race

As illustrated in the figure below, the race of the districts varies slightly from one another. The district with the highest percentage of White residents is District 4 (70.1%) – a rate which is comparable to the United States (70.4%). District 5 has the highest percentage of residents who are Black/African American (12.2%) and also Asian/Native Hawaiian (10.3%). District 1 has the highest percentage of residents who are some “other” race (32.0%), and District 3 has the highest percentage of residents who are two or more races (19.6%).

**Figure 2. District Comparison of Race**

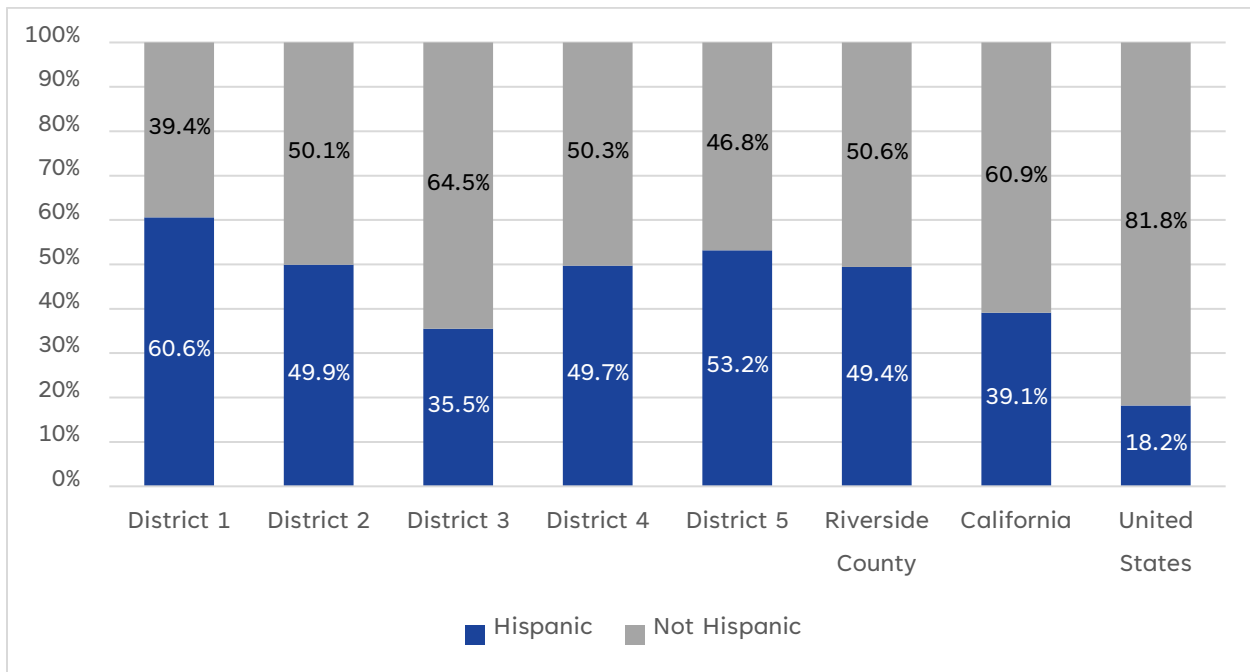


Sources: Data for Districts 1, 2, 3, and 5 are from the American Community Survey – Five Year Estimates (2016-2020). Data for District 4 is from American Community Survey – Five Year Estimates (2015-2019).

## Ethnicity

The district with the largest proportion of people that identify as Hispanic is District 1 (60.6%). District 3 has the largest percentage of the population that identify as non-Hispanic (64.5%).

**Figure 3. District Comparison of Ethnicity**

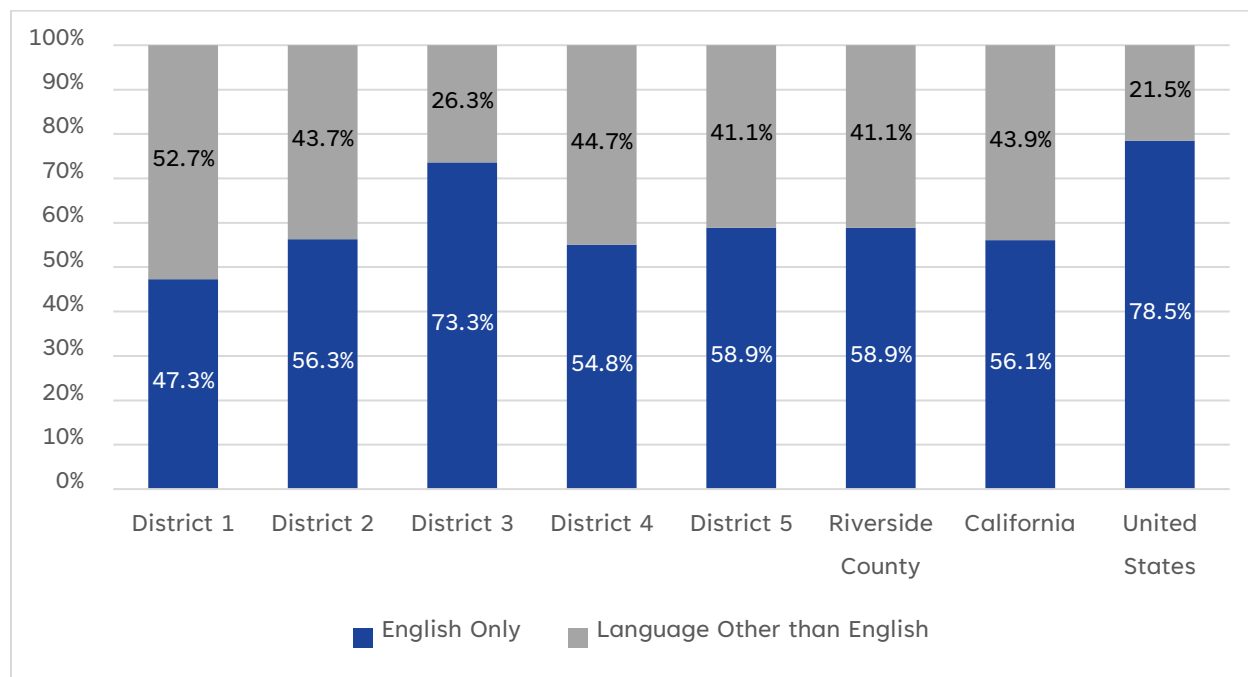


Sources: Data for Districts 1, 2, 3, and 5 are from the American Community Survey – Five Year Estimates (2016-2020). Data for District 4 is from American Community Survey – Five Year Estimates (2015-2019).

## Language Spoken at Home

The district with the highest proportion of people who speak only English at home is District 3 (73.3%). District 1 has the highest proportion of people who speak a language other than English at home (52.7%).

**Figure 4. District Comparison of Language Spoken at Home**



Sources: Data for Districts 1, 2, 3, and 5 are from the American Community Survey – Five Year Estimates (2016-2020). Data for District 4 is from American Community Survey – Five Year Estimates (2015-2019).

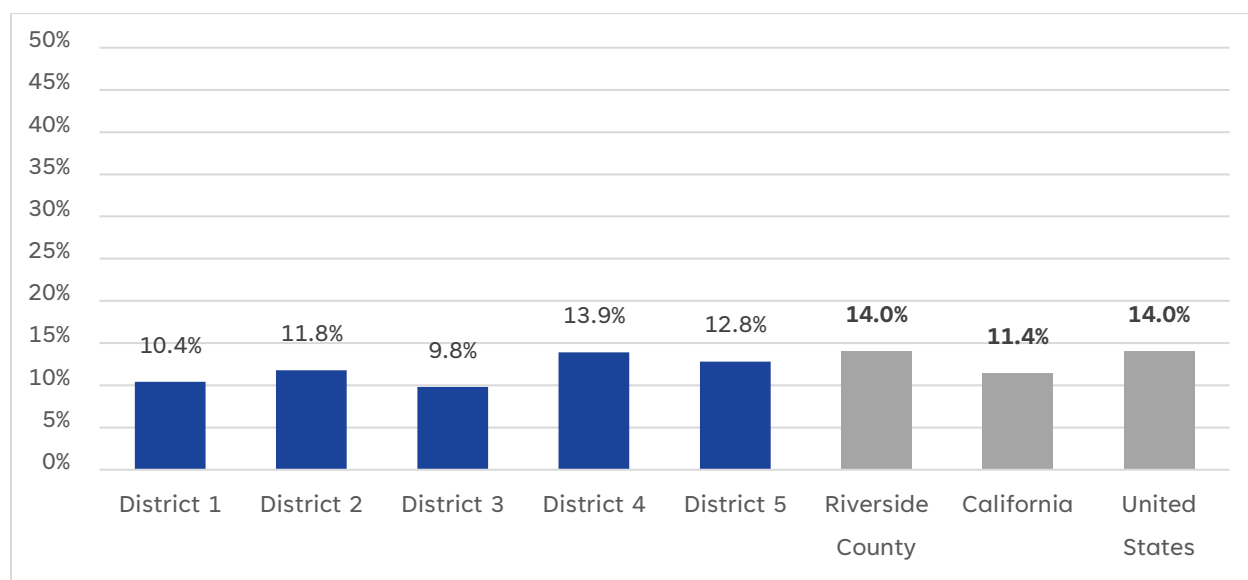
# Access to Healthcare

## Health Insurance Coverage

### Adults without Health Insurance

The district with the highest percentage of adults (18 to 64) without health insurance is District 4 (13.9%), and the district with the lowest percentage is District 3 (9.8%). All five districts have an adult uninsurance rate below (or approximately equal to) the county (14.0%), the state (11.4%), and the nation (14.0%).

**Figure 5. District Comparison of Adult Uninsurance Rates**

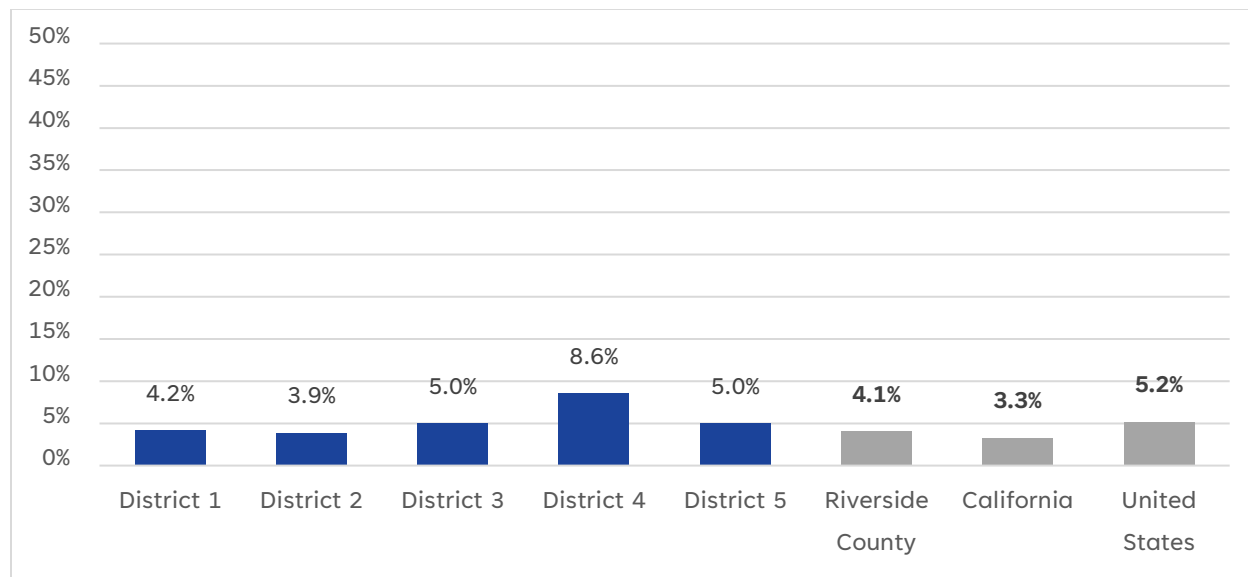


Sources: Data for Districts 1, 2, 3, and 5 are from the American Community Survey – Five Year Estimates (2016-2020). Data for District 4 is from American Community Survey – Five Year Estimates (2015-2019).

## Children without Health Insurance

As illustrated in the figure below, the highest rate of uninsured children is District 4 (8.6%) – this rate is more than double the rate for the county (4.1%), the state (3.3%), and slightly higher than the nation (5.2%). The district with the lowest rate of uninsured children is District 2 (3.9%).

**Figure 6. District Comparison of Child Uninsurance Rates**



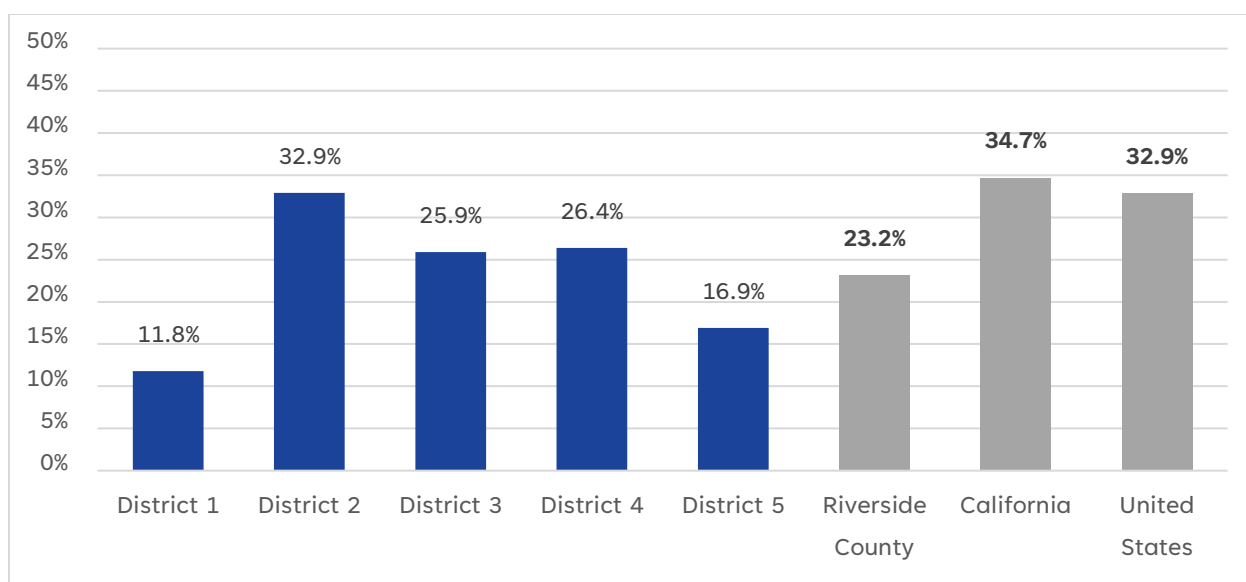
Sources: Data for Districts 1, 2, 3, and 5 are from the American Community Survey – Five Year Estimates (2016-2020). Data for District 4 is from American Community Survey – Five Year Estimates (2015-2019).

# Education

## Bachelor's Degree or Higher

District 2 is the district with the highest percentage of residents who have a bachelor's degree or higher (32.9%). District 1 is the district with the lowest percentage of residents who have a bachelor's degree or higher (11.8%) – a rate which is well below the rates for the county (23.2%), the state (34.7%), and the nation (32.9%).

**Figure 7. District Comparison of Bachelor's degree or Higher**



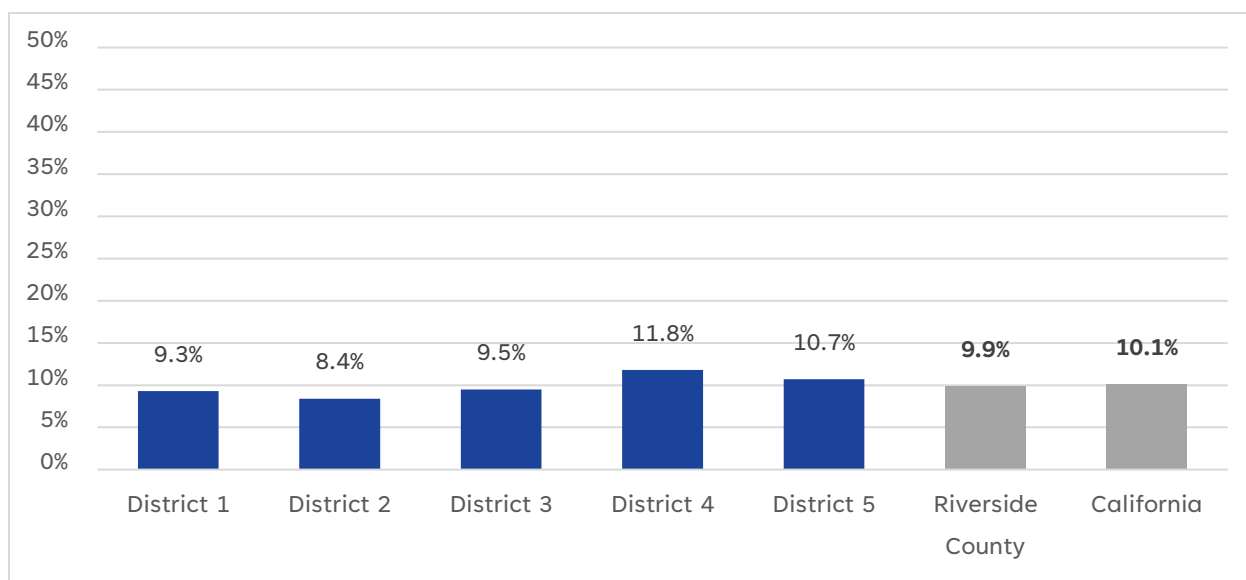
Sources: Data for Districts 1, 2, 3, and 5 are from the American Community Survey – Five Year Estimates (2016-2020). Data for District 4 is from American Community Survey – Five Year Estimates (2015-2019).

# Economic Stability

## Unemployment Rate

The unemployment rate in 2020 was the highest in District 4 (11.8%) – a rate which is slightly higher than the county (9.9%) and the state (10.1%). District 2 had the lowest unemployment rate in the county (8.4%).

**Figure 8. District Comparison of Unemployment Rate**

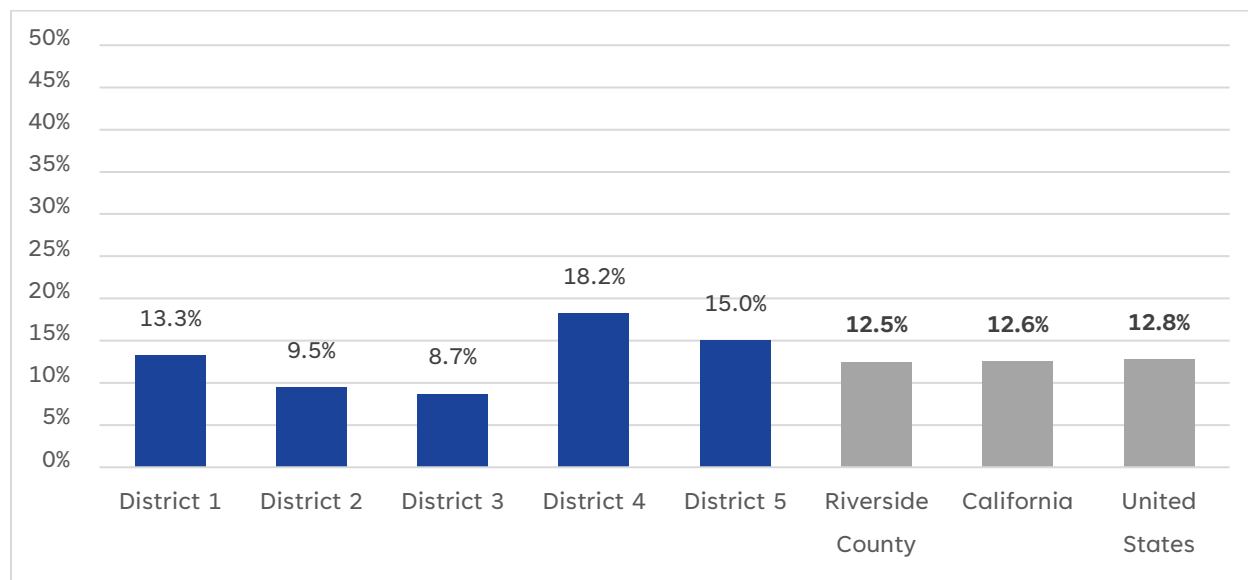


Source: California Employment Development Department. (2020 Annual Average). Note: Due to low sample sizes, the data for District 1 excludes the cities/CDPs of Good Hope, Mead Valley, Meadowbrook, and Val Verde; District 2 excludes Lake Mathews, Temescal Valley, and Warm Springs; District 3 excludes Aguanga, Anza, French Valley, Green Acres, Lake Riverside, and Sage; District 4 excludes Desert Center, Desert Edge, Desert Palms, Garnet, Indio Hills, Mesa Verde, North Shore, Oasis, Ripley, Sky Valley, and Vista Santa Rosa; District 5 excludes Whitewater.

## People Living in Poverty

The percentage of people living in poverty is highest in District 4 (18.2%), a rate that is higher than Riverside County (12.5%), California (12.6%), and the United States. The percentage of people living in poverty is lowest in District 3 (8.7%).

**Figure 9. District Comparison of People Living in Poverty**

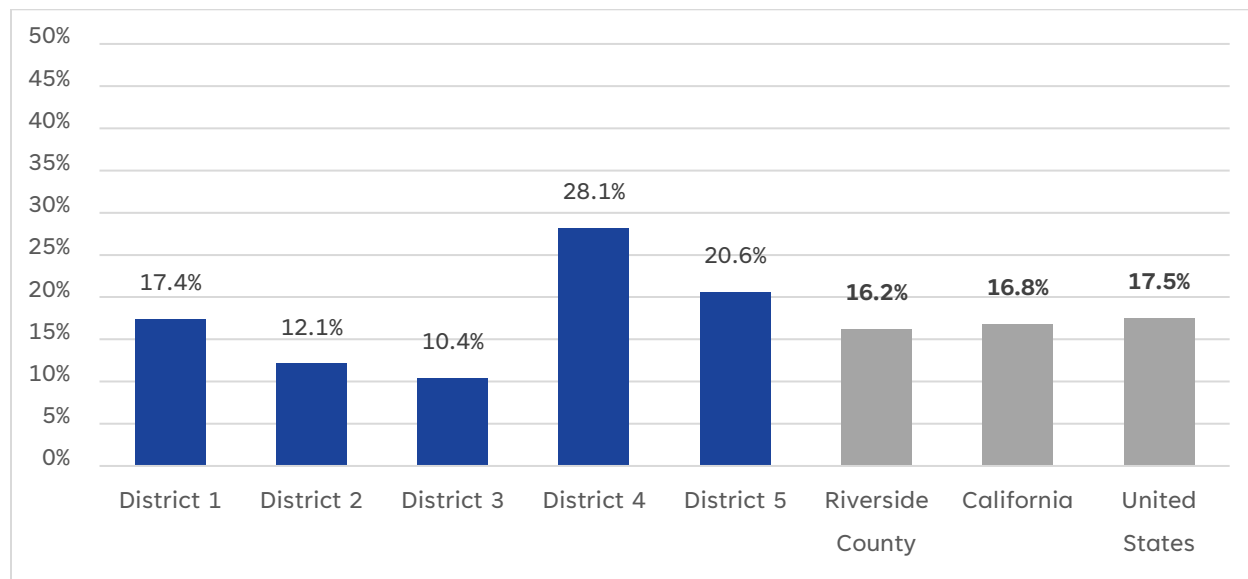


Sources: Data for Districts 1, 2, 3, and 5 are from the American Community Survey – Five Year Estimates (2016-2020). Data for District 4 is from American Community Survey – Five Year Estimates (2015-2019).

## Children Living in Poverty

The district with the highest rate of children living in poverty is District 4 (28.1%), a rate above that of the county (16.2%), the state (16.8%), and the nation (17.5%). In contrast, the city with the lowest rate of children living in poverty is District 3 (10.4%).

**Figure 10. District Comparison of Children Living in Poverty**

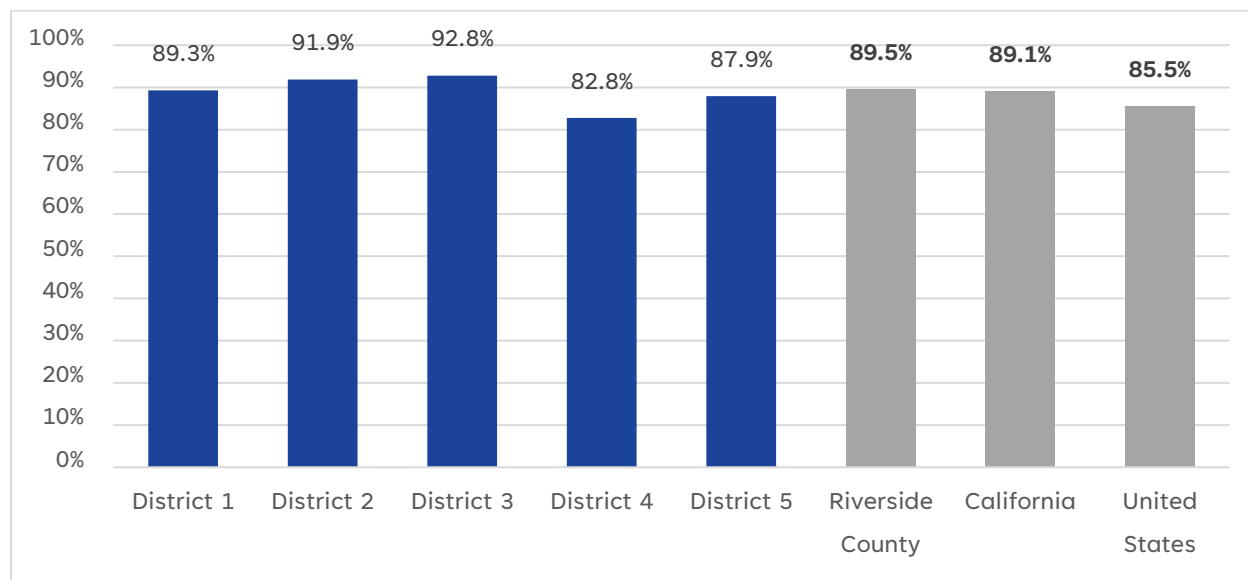


Sources: Data for Districts 1, 2, 3, and 5 are from the American Community Survey – Five Year Estimates (2016-2020). Data for District 4 is from American Community Survey – Five Year Estimates (2015-2019).

## Internet Access

District 3 has the highest proportion of residents with Internet access (92.8%). District 4 is the region with the lowest rate of people with Internet access (82.8%) – this rate is below the rate for the county (89.5%), the state (89.1%), and the nation (85.5%).

**Figure 11. District Comparison of Internet Access**



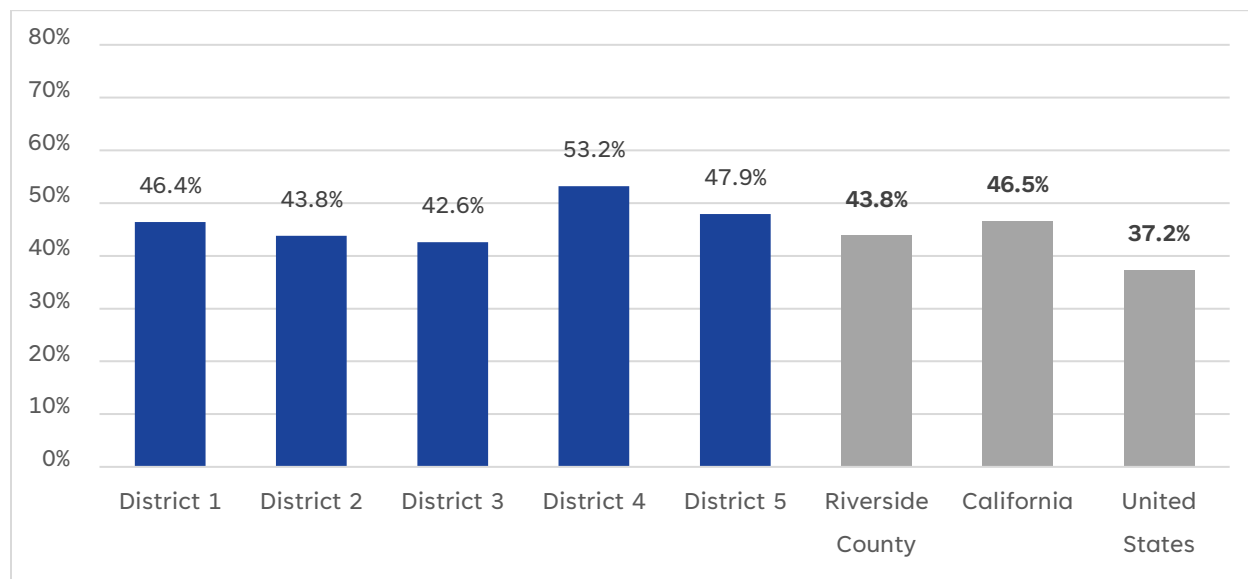
Sources: Data for Districts 1, 2, 3, and 5 are from the American Community Survey – Five Year Estimates (2016-2020). Data for District 4 is from American Community Survey – Five Year Estimates (2015-2019).

## Housing Cost Burden

Housing cost-burdened households are those with rent or mortgage payments that are more than 30% of total household income.<sup>1</sup> Households that spend less than 30% of income on rent or mortgage payments can more readily afford other necessities and absorb emergency costs than those who spend more on housing. Note that the housing cost burden is affected by both housing costs and income. That is, some communities with a high housing cost burden may have relatively inexpensive housing, but incomes may be very low.

As illustrated in the figure below, the district with the highest percentage of residents who experience housing cost burden is District 4 (53.2%) – a rate which is higher than the county (43.8%), the state (46.5%), and the nation (37.2%). The district with the lowest percentage of residents experiencing a housing cost burden is District 3 (42.6%).

**Figure 12. District Comparison of Housing Cost Burden**



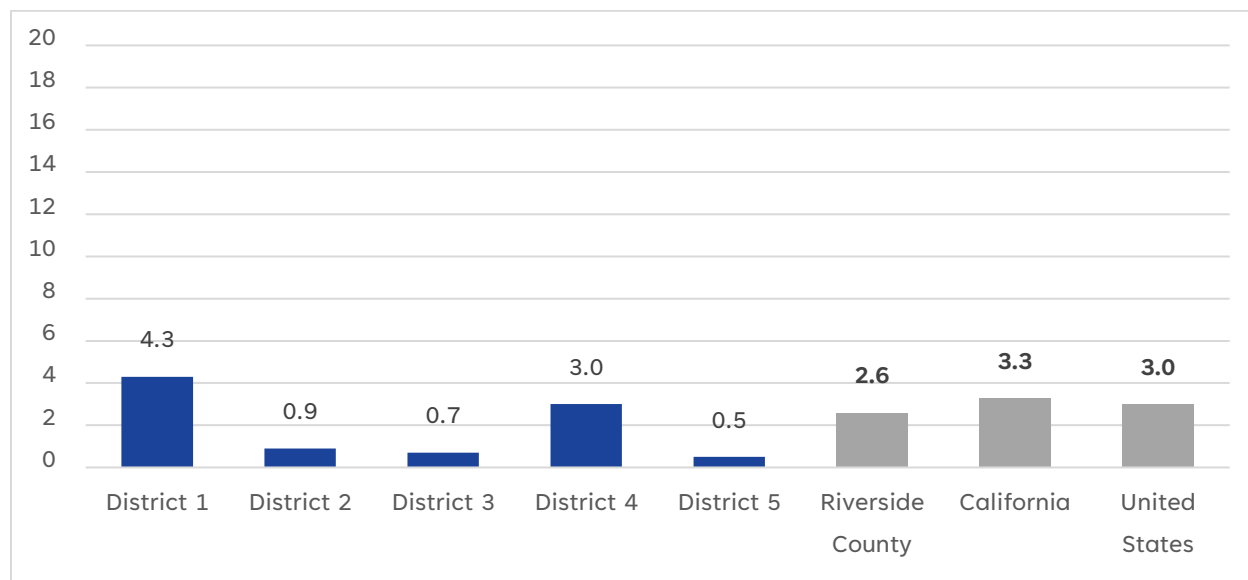
Sources: Data for Districts 1, 2, 3, and 5 are from the American Community Survey – Five Year Estimates (2016-2020). Data for District 4 is from American Community Survey – Five Year Estimates (2015-2019).

<sup>1</sup> U.S. Department of Housing and Urban Development (HUD). Affordable Housing. Available online here: [https://www.hud.gov/program\\_offices/comm\\_planning/affordablehousing/](https://www.hud.gov/program_offices/comm_planning/affordablehousing/)

## Homicide Rate

The homicide rate includes murder and non-negligent manslaughter arrests in each region per 100,000 people. District 1 has the highest homicide rate, with a rate of 4.3 homicides or non-negligent manslaughter arrests per 100,000 residents – which exceeds the rate for the county (2.6), the state (3.3), and the nation (3.0). District 5 has the lowest homicide rate, with a rate of 0.5 homicides per 100,000 people.

**Figure 13. District Comparison of Homicides per 100,000 people**



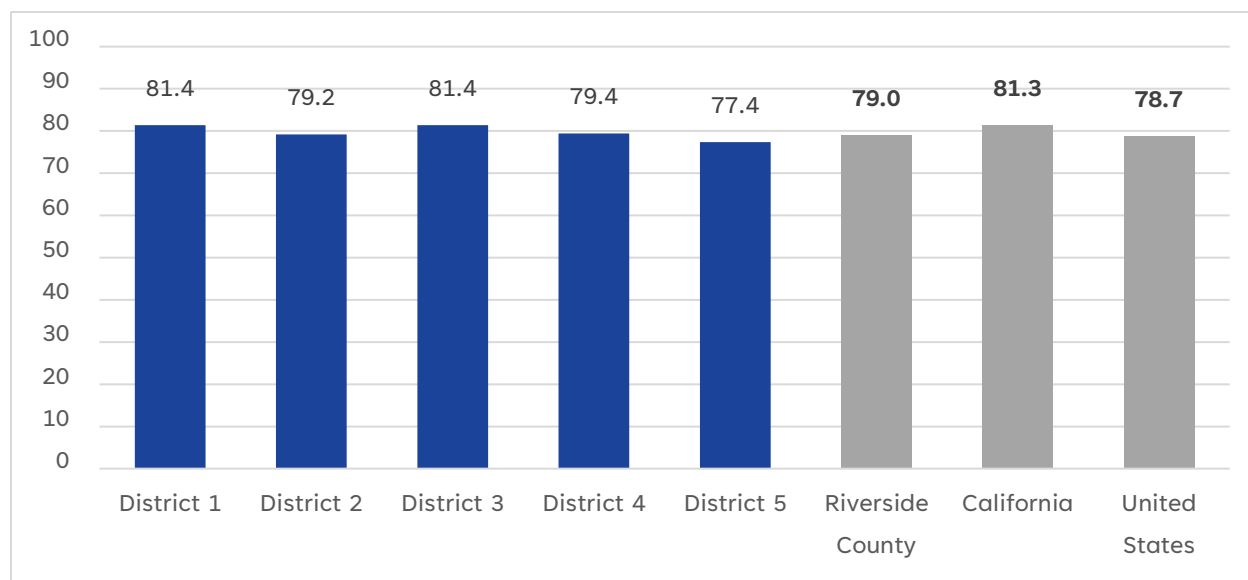
Source: 2020 crime data are from the Federal Bureau of Investigation Crime Data Explorer. Population data are from American Community Survey – Five Year Estimates (2016-2020) and were used to calculate the rate per 100,000. California data are from 730 law enforcement agencies that submitted 12 months of arrest data out of 743 total law enforcement agencies in California. United States data are from 11,788 law enforcement agencies that submitted 12 months of arrest data out of 18,671 total law enforcement agencies in the country.

# Maternal, Infant, and Child Health

## Average Life Expectancy

The average life expectancy is the highest in Districts 1 and 3 (81.4 years). The average life expectancy is the lowest in District 5 (77.4 years) -- which is below the life expectancy for the county (79.0), the state (81.3), and the nation (78.7).

**Figure 14. District Comparison of Average Life Expectancy**

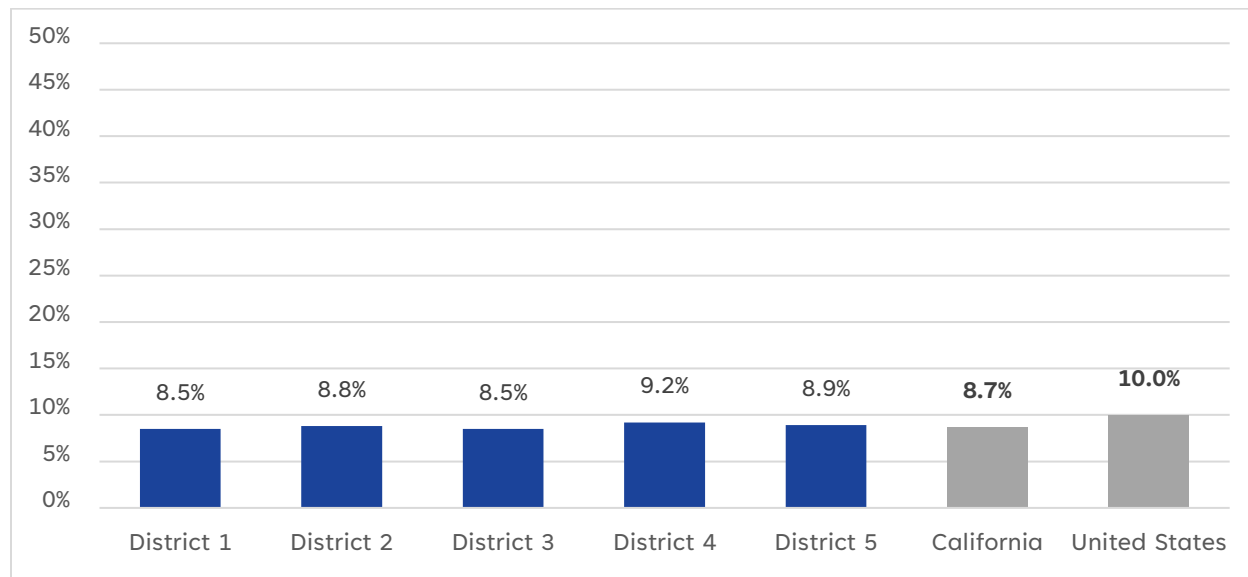


Source: Tejada-Vera B, Bastian B, Arias E, Escobedo LA., Salant B, Life Expectancy Estimates by U.S. Census Tract, 2010-2015. National Center for Health Statistics. (2020). Available here: <https://www.cdc.gov/nchs/data-visualization/life-expectancy/>.

## Preterm Births

The percentage of preterm births in each district is approximately similar. Moreover, these rates are comparatively similar to the rate for the state (8.7%) and the nation (10.0%).

**Figure 15. District Comparison of Preterm Births**



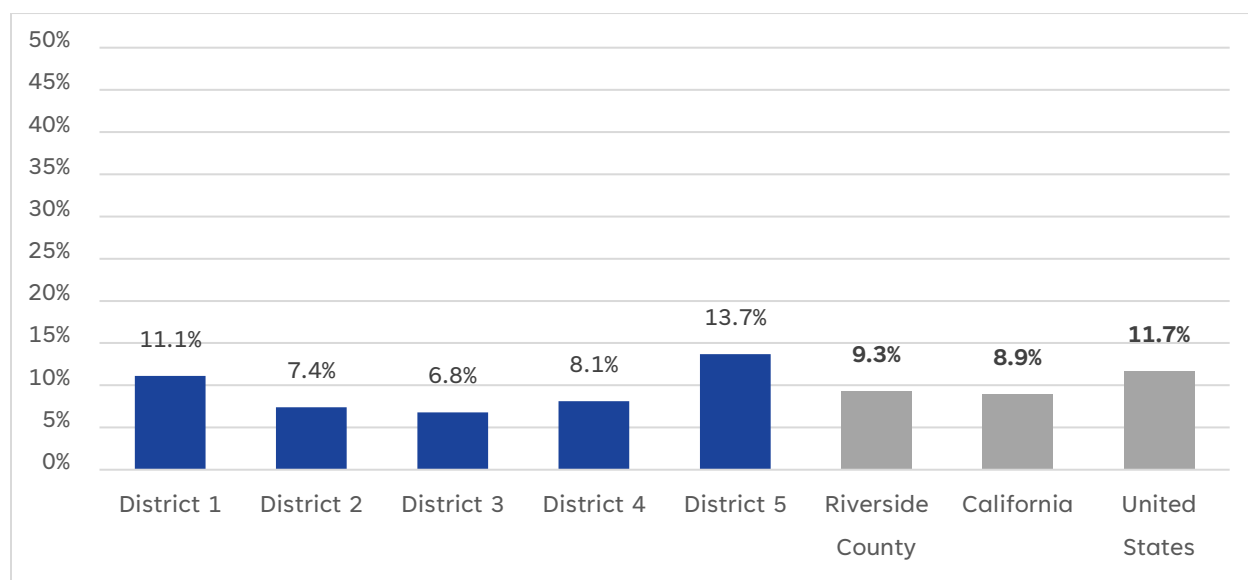
Source: Data for Districts 1, 2, 3, and 5 are from Riverside University Health System—Public Health (2020). Note: Due to small numbers, District 1 excludes Highgrove and Meadowbrook; District 2 excludes Canyon Lake, Coronita, El Cerrito, El Sobrante, Lake Mathews, and Warm Springs; District 3 excludes Anza, Greenacres, Lake Riverside, Romoland, Sage, and Winchester; District 4 excludes Desert Edge, Desert Palms, Garnet, Indio Hills, Oasis, Sky Valley, and Vista Santa Rosa; District 5 excludes Cabazon, Lakeview, Nuevo, Valle Vista, and Whitewater.

# Nutrition

## CalFresh/SNAP/Food Stamp Benefits

The district with the highest percentage of residents who receive CalFresh/SNAP/Food Stamp Benefits is District 5 (13.7%) – a rate which is higher than the county (9.3%), the state (8.9%), and the nation (11.7%). The district with the lowest percentage of residents who receive CalFresh/SNAP/Food Stamp Benefits is District 3 (6.8%).

**Figure 16. District Comparison of CalFresh/SNAP/Food Stamp Benefits**

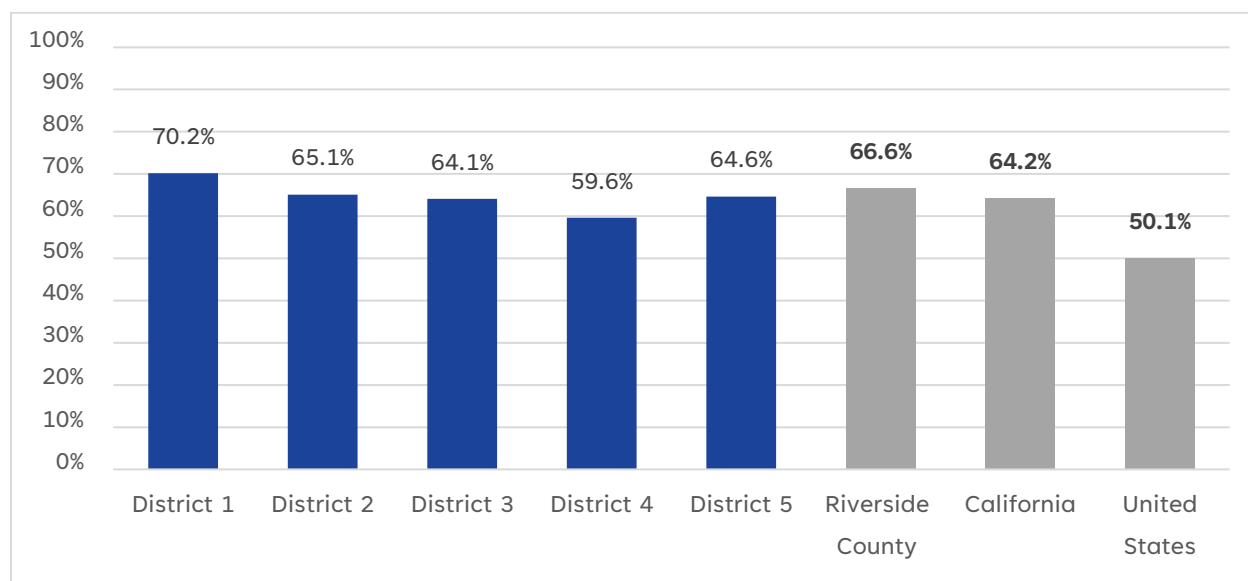


Sources: Data for Districts 1, 2, 3, and 5 are from the American Community Survey – Five Year Estimates (2016-2020). Data for District 4 is from American Community Survey – Five Year Estimates (2015-2019).

## Children Receiving Food Stamp/SNAP Benefits

The district with the highest percentage of children who receive CalFresh/SNAP/Food Stamp Benefits is District 1 (70.2%) – a rate which is higher than the county (66.6%), the state (64.2%), and the nation (50.1%). The district with the lowest percentage of residents who receive CalFresh/SNAP/Food Stamp Benefits is District 4 (59.6%).

**Figure 17. District Comparison of Children Receiving SNAP/Food Stamp Benefits**



Sources: Data for Districts 1, 2, 3, and 5 are from the American Community Survey – Five Year Estimates (2016-2020). Data for District 4 is from American Community Survey – Five Year Estimates (2015-2019).

## Conclusion

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This report examines data for each of the five districts in Riverside County. By comparing each of the districts to one another, we obtain a more comprehensive understanding of the unique needs of the residents in each respective region.

District 1 presently has the highest population of the five districts and has a few areas worth noting. The majority identify as Hispanic (60.6%), and the majority speak a language other than English (52.7%). This district has the lowest percentage of residents with a bachelor's degree or higher (11.8%) and the highest homicide rate (4.3 per 100,000 people) in Riverside County.

District 2 also has one of the largest populations of the five districts and fares quite well compared to other districts on most indicators in this report. District 2 has the highest percentage of residents with a bachelor's degree or higher (32.9%) and the lowest rate of unemployment (8.4%).

District 3 has the lowest current population of the five districts, and the population is expected to grow at the highest rate (1.27%) in the coming years. Most people in District 3 identify as non-Hispanic (64.5%). Data for District 3 reveals many encouraging findings. This region has the lowest percentage of adults (8.7%) and children (10.4%) living in poverty and the lowest percentage of people with housing cost burden (42.6%). The average life expectancy in District 3 is also relatively high (81.4 years).

This report illustrates a number of areas of need in District 4. That is, District 4 has the highest rate of adult uninsurance (13.9%), child uninsurance (8.6%), unemployment (11.8%), percent of adults living in poverty (18.2%), percent of children living in poverty (28.1%), and housing cost burden (53.2%). District 4 also has the lowest percentage of people with Internet access (82.8%).

Lastly, District 5 also has a few areas worth noting. District 5 has a relatively low bachelor's degree attainment (16.9%), a high rate of adult (15.0%) and child poverty (20.6%), the lowest life average life expectancy (77.4 years), and the highest percentage of adults who receive CalFresh/SNAP/Food Stamp Benefits (13.7%).

Taken together, the findings from this report help to unearth areas of need and provide direction as to precisely where resources are most needed. For greater detail on each specific district, please see the comprehensive community profiles that were prepared for First 5 Riverside County.

**D.2. Information Only - First 5 Riverside County Vendors Over 25K List - Receive and File**

**First 5 Riverside County Children & Families Commission  
Cumulative Vendor List FY 22/23**

**Presentation/Information Item  
Agenda Item D.2**

Vendor	Description	Action Item	Commission Approval Date	Total	Action Item	Commission Approval Date	Additional Amount	Cumulative Total	YTD Expenditures as of 2/15/23
1 First 5 Association of California	Membership	22-26	5/11/2022	\$ 50,000				\$ 50,000	\$ 49,557
2 Totalplan Business Interiors Inc	Office Reconfigurations (includes Mecca)	22-26	5/11/2022	\$ 100,000	23-05	1/25/2023	\$50,000	\$ 150,000	\$ 28,043
3 Golden State Technology and/or Saitech	Computers & related equipment	22-26	5/11/2022	\$ 150,000				\$ 150,000	\$ 37,109
4 SupplyBank.Org	Diaper kits	22-26	5/11/2022	\$ 100,000				\$ 100,000	\$ 58,717
5 Lakeshore Equipment Company	Learning materials	22-26	5/11/2022	\$ 50,000				\$ 50,000	\$ 5,840
6 CM School Supply	Learning materials	22-26	5/11/2022	\$ 50,000				\$ 50,000	\$ 3,430
7 Discount School Supply	Learning materials	22-26	5/11/2022	\$ 50,000				\$ 50,000	\$ 1,021
8 Regional Access Project Foundation	Sponsorship	ED Approval	NA	\$ 33,000				\$ 33,000	\$ 33,000
9 Ireland Sound Systems	Conference room audio upgrades	22-38	10/26/2022	\$ 75,000				\$ 75,000	\$ -
10 Kristin Gist Consulting	Healthy Steps subject matter expert	22-38	10/26/2022	\$ 50,000				\$ 50,000	\$ 10,094
11 J Wood	ECE subject matter expert (facilities/infrastructure)	22-38	10/26/2022	\$ 50,000				\$ 50,000	\$ 2,213
12 Absolute Security International Inc	Security Services - FRC's	23-05	1/25/2023	\$ 75,000				\$ 75,000	\$ 31,828
13 Zero to Three	Training	23-05	1/25/2023	\$ 75,000				\$ 75,000	\$ -
14 GM Business Interiors	Office Furniture	23-05	1/25/2023	\$ 150,000				\$ 150,000	\$ -
15 US Bank	County Credit Card - Various Vendors	D.2	3/8/2023 Pending	\$ 35,000				\$ 35,000	\$ 22,903
16 United Way	Gift Card Distribution to Tribal & Foster Families	D.2	3/8/2023 Pending	\$ 35,000				\$ 35,000	\$ -
17 Parents as Teachers	Parents as Teachers new affiliate fees and training	D.2	3/8/2023 Pending	\$ 50,000				\$ 50,000	\$ -

E. **Consent – Zachary Ginder, Chair**

E.1. Approve First 5 Riverside County Draft Commission Meeting Minutes - January 25, 2023 Session



**MINUTES  
PUBLIC NOTICE**  
Regular Meeting  
**Wednesday, January 25, 2023**  
**2:00 PM**  
First 5 Riverside County  
585 Technology Ct  
Riverside, California 92507

**Commissioners Present:** Zachary Ginder, Kimberly Britt, Kim Saruwatari, Stephanie Yost, Edwin Gomez, Supervisor V. Manuel Perez (not present during role call, arrived at 2:14 pm)

**Commissioners Absent:** Jose Campos

**Commission Vacancy:** (Two) District IV and District V

**Administrative Staff Present:** Tammi Graham, Executive Director; Yvonne Suarez, Deputy Director; Lynn Stephens, Executive Assistant IV; Jill Kowalski, Regional Manager; Carol Abella, Regional Manager, Patricia Perez, Administrative Services Manager I; and Sean Pravica, Public Information Specialist

**Legal Counsel:** Ronak Patel, Chief Deputy County Counsel

**A. Call to Order – Zachary Ginder, Commission Vice-Chair**

1. Pledge of Allegiance – Commissioner Gomez
2. Roll Call - Lynn Stephens, Executive Assistant IV
3. Moment of Silence for Dr. Susan Rainey (Former Commissioner)

**B. Public Comments (for items not listed on the agenda) – Zachary Ginder, Vice-Chair**

Ms. Graham led the moment of silence in honor of former First 5 Riverside County Commissioner, Dr. Susan Rainey. As District 1 appointee from 2015 to 2021, Dr. Rainey served as Vice-Chair and Chair. Susan Jane Rainey, 75, a distinguished leader in California's education community, passed away September 25, 2022. Known as Dr. Rainey to many and as Sue to many more, her achievements in education reached statewide notice. As a mother and grandmother, Dr. Rainey lead with passion that focused on the whole child and whole family.



**C. Commission Business – Zachary Ginder, Vice-Chair**

1. First 5 Riverside County Chair and Vice-Chair Elections – Ronak Patel, Chief Deputy County Counsel and Tammi Graham, Executive Director

Mr. Patel explained that the Ordinance 784.11 of the County of Riverside provides that members of the Commission shall annually elect a chairperson who shall serve for a term of one (1) year. Accordingly, section III. B. of the Bylaws of the Riverside County Children and Families Commission requires the members of the Commission at the first meeting of the year to elect a Chair and Vice-Chair. The Vice-Chair shall preside over any meetings of the Commission in the absence of the Chairperson. The Bylaws require the Executive Director to contact the nominees to confirm acceptance of nomination.

Ms. Graham, presented the nominees, as follows: Chair nominee: Commissioner Zachary Ginder. Vice-Chair nominee: Commissioner Jose Campos

*Commissioner Yost moved to accept the slate of nominations as presented. Commissioner Saruwatari seconded the motion. Ms. Stephens, Executive Assistant IV, conducted a roll call. Ayes: Ginder, Yost, Britt, Saruwatari, and Gomez. Absent: Campos and Perez. Motion carried unanimously.*

2. Commissioner Recognition – Tammi Graham, Executive Director and Lynn Stephens, Executive Assistant IV

a. Executive Director Tammi Graham thanked Commissioner Rosa Verduzco who served as the District IV representative on the Commission for three years, from October 2019 to January 2023. Commissioner Verduzco brought a unique perspective to the Commission having experience in managing Martha’s Village and Kitchen Child Development Center in Indio which is licensed to serve 55 children each day for families in crisis, children who are living in shelters, transitioning out of homeless shelters, children of teen parents, children with special needs, and grandparents who are raising grandchildren. Unfortunately, Ms. Verduzco was unable to attend today’s meeting.

b. Ms. Graham also thanked Commissioner Deborah Clark-Crews who served on the Commission for seven years from February 2015 to January 2023. Serving as the past Chair, Commissioner Clark-Crews has participated in advisory committees, conferences, summits, workshops, and State Advocacy Days during her years on the Commission. Commissioner Clark-Crews has spent her career providing leadership and assistance in the establishment of quality, affordable, and accessible childcare programs. She has also served as the Local Planning Council Coordinator. Commissioner Clark-Crews thanked the Commission and staff.

**3. Executive Director Report - Tammi Graham, Executive Director**

Honor to Dr. Martin Luther King Jr.

Ms. Graham recognized the Martin Luther King Jr. holiday that celebrates the Civil Rights leader’s life and legacy. This day is observed each year on the third Monday in January as the only federal holiday designated as a National Day of Service to encourage all Americans to volunteer to improve their communities. President Biden paid his respect and expressed his gratitude to Dr. King for his life and legacy, by asking, “What kind of country do we want to be?” In 2023, we will continue our work together to create the county we want it to be. The Riverside County Children and Families Commission has a vision where



“all children in Riverside County are healthy and thrive in supportive nurturing and loving environments and enter school ready to learn and embrace lifelong learning.” In honor of Dr. King, Ms. Graham thanked Commissioners for their service on behalf of our youngest children, their families, and their communities.

**(Supervisor Perez arrived at 2:14 pm).**

American Rescue Plan Act

Ms. Graham reported the County of Riverside Board of Supervisors approved \$8M from the American Rescue Plan Act (ARPA) federal funds for continued support of the Early Care and Education Recovery Fund.

Ms. Suarez shared additional details and presented on the budget related items. This allocation will support retention of the 2,570 eligible people in the Early Childcare Education workforce who continue to serve in a licensed center or licensed family childcare home in 2023. All licensed providers participate in the California Alternative Payment Program. This funding continues to bridge low wages in these settings while the State advances its commitment to rate reform. Ms. Suarez gave an overview of the Proposition 31 Flavor Ban.

Organizational Chart

Ms. Suarez informed the Commission that there are 13 staff vacancies. F5RC, as many other county departments, continue to experience turnover, mostly due to promotional opportunities.

In 2015 F5RC had 20 budgeted staff positions, while in Fiscal Year 22/23, there are 66 budgeted staff positions. Ms. Suarez recognized Edward Emery, Contracts and Grants Analyst who is leaving F5RC for a promotional opportunity.

Home Visitation Video:

<http://bit.ly/3INMfkC>

Ms. Graham reported F5RC produced a video promoting home visiting services. The video features a grandmother caring for her 2-year-old granddaughter who received Parents as Teachers services through Jurupa Unified School District (JUSD). The video also features home visitor Angela Munoz from the JFK Memorial Foundation SafeCare Program. Shortened commercials will be used where applicable including on social media and in paid streaming campaigns of targeted areas.

Child Care Video:

<http://bit.ly/3xLRqLO>

The second video advocates for Family Friends Neighbors (FFN) providers to become licensed providers. This video tells the story of Monique Hong, who runs Crafty Bear Family Child Care Home. She was formerly a Family Friends Neighbors (FFN) provider who looked after two children. Now she is licensed and cares for 14 children! Ms. Hong became licensed through support from Riverside County Office of Education and Consortium for Early Learning Services. By the end of 2022, there were nearly 1,000 FFN childcare providers in Riverside County.

Resources are available through Riverside County Office of Education and Consortium for Early Learning Services.

Thank you to Mr. Pravica for putting the videos together! Great job.



### Developmental Screenings

After review of the 2021-2022 Quality Start Riverside County data, the QSRC leadership team, along with representatives for RCOE and F5RC, identified developmental screening access and implementation as a priority for 2023. In collaboration with Help Me Grow Inland Empire and Quality Start providers, the Ages and Stages Questionnaire (ASQ) Developmental Screenings were initiated by an internal F5RC team: Larissa Wills, Program Coordinator II, Laura Madigan, Program Specialist II, Jessica Raisola, Program Specialist II and Melissa Arajuo, Office Assistant II. Through open communication with parents and childcare providers specific to screenings, Ms. Graham reported that our F5 team established recommendations about how the screenings may be used to inform curriculum in early learning environments, put meaning to activities at home and indicate if a re-screening or further assessment is recommended. Of the 1,000 children in these facilities, 100 have completed the screening process. The Social Service Practitioners at the Family Resource Centers are also engaged and providing support.

### IMPACT Legacy

At the October 2022 First 5 California Commission meeting, the State Commission approved Improve and Maximize Programs so All Children Thrive (IMPACT) Legacy Funds, to be called IMPACT Legacy. This is the last investment First 5 CA will make to this system.

This funding is part of Quality Counts California (QCC), funded by three state agencies: F5CA, the California Department of Education (CDE), and the California Department of Social Services (CDSS). IMPACT Legacy implementation will be coordinated at the regional level to create efficiencies and promote a more equitable system. First 5 Riverside County has agreed to continue to serve in this role on behalf of Riverside, Orange County, San Bernardino County, and Imperial County. As stated earlier, IMPACT Legacy is the final investment in local implementation of QCC and will provide the support and innovation needed to maintain sound infrastructure and encourage growth as the state system works towards a more sustainable statewide model.

On behalf of Region 9, F5RC will apply as the IMPACT Legacy Regional Lead Agency and receive funding to administer these responsibilities and support local activities as outlined in the Regional Consortia Request for Application (RFA). The RFA is projected to be released next month, with grant notification anticipated for June and implementation anticipated to begin on July 1, 2023. Last night (January 24), the F5RC QEL team provided an overview of IMPACT Legacy through webinars in English and Spanish. Approximately 60 providers attended, and the presentation was recorded for those that could not attend.

### Outreach Events

First 5 Riverside County Social Service Practitioners have been involved in various community outreach programs and they have provided direct assistance to families.

#### 4. Commission Member Comments

Commissioners commented on how great it is to see everything coming together and the incredible work that is happening. Ms. Graham noted it's the hard work of all departments and partner agencies that helps everything come together. Supervisor Perez said First 5 Riverside County is doing a good job.



Supervisor Perez read a child care report out loud to the Commission, noting there aren't enough licensed child care providers and teachers. He encouraged all to continue to work on doing more.

Ms. Graham noted even with all the work the Board of Supervisors and Commission has done there's still a lot of work to do.

**D. Presentations/Information – Zachary Ginder, Chair**

1. **Information Only** - First 5 Riverside County Second Quarter Financial Highlights and Over 25k Vendor List - **Receive and File**
2. **Information Only** - Partner Agency Contract Updates – **Receive and File**

**E. Consent – Zachary Ginder, Chair**

1. Approve First 5 Riverside County Draft Commission Minutes - October 26, 2022 Session
2. **23-01:** Approve and Adopt Revision to the Financial Reporting Policy of First 5 Riverside County Children & Families Commission
3. **23-02:** Approve Contract with California Northstate University (CNU) for ECHOA Sustainability Services from January 1, 2023 - June 30, 2024 (**CONTRACT NO. CF231112**) [**\$140,212 - PROP 10 FUNDS**]
4. **23-03:** Approve 2023 First 5 Riverside County Finance Subcommittee Members
5. **23-04:** Approve and Ratify MOU with California Family Resource Association for No-Cost Extension from July 1, 2022 - March 31, 2023 (**MOU NO. FRC-RELIEF-63**) [**\$0-FUNDS**]
6. **23-05:** Approve and Adopt the Revised Fiscal Year 2022/2023 Annual Budget of First 5 Riverside County Children & Families Commission
7. **23-06:** Approve Third Amendment with Escuela De La Raza Unida for Infrastructure Project from November 1, 2020 - December 31, 2023 (**CONTRACT NO. CF21109**) [**\$2,181,824 - PROP 10 FUNDS**]
8. **23-07:** Approve Contract with V.I.P. Tots for Early Care and Education Facility Project from January 25, 2023 - June 30, 2024 (**CONTRACT NO. CF23110**) [**\$1,000,000 ARPA FUNDS AND \$200,000 PROP 10 FUNDS**]
9. **23-08:** Approve and Ratify Contract with Bermuda Dunes Learning Center for Early Care and Education Facility Project from October 1, 2022 - June 30, 2024 (**CONTRACT NO. CF23107**) [**\$585,600 PROP 10 FUNDS**]
10. **23-09:** Approve and Ratify Contracts for Family Resource Center Network Expansion from October 1, 2022 - June 30, 2026 (**CONTRACT NOS. CF23103, CF23104, CF23105 AND CF23106**) [**\$1,500,000 - PROP 10 FUNDS**]

*Commissioner Perez moved to approve Consent Items as presented. Commissioner Gomez second the motion. **Ayes:** Perez, Ginder, Yost, Britt, Saruwatari, and Gomez. **Absent:** Commissioner Campos. **Motion carried unanimously.***



**F. Presentations/Action Items/Public Hearing – Zachary Ginder, Chair**

1. Review and Conduct a Public Hearing of First 5 Riverside County Children & Families Commission Strategic Plan 2023-2026 Pursuant to the California Children and Families Act, Health and Safety Code section 130140 and Ordinance 784 and Adopt the Riverside County Children & Families Commission July 1, 2023 through June 30, 2026 Strategic Plan – Tammi Graham, Executive Director

Ms. Graham provided an overview of the extension of what the Impact model is, which was adopted in 2017. She highlighted the different types of activities that F5RC invests in, with a focus on differentiating investments in direct services vs. systems change. The results of those investments expressed in terms of needs change related to the system of services and supports to better meet the needs of children and families and articulated the results children and their families. F5RC monitors data to understand broader trends and understand the many other factors influencing them (e.g., systemic poverty).

**a. Public Hearing:** First 5 Riverside County Strategic Plan - **Zachary Ginder, Chair**

Chair opened the public hearing. Hearing no comments the public hearing was closed.

**b. 23-10:** Adopt First 5 Riverside County Strategic Plan 2023-2026 - **Zachary Ginder, Chair**

*Commissioner Perez moved to approve action item 23-10 as presented. Commissioner Yost second the motion. **Ayes:** Perez, Yost, Ginder, Britt, Saruwatari, and Gomez. **Absent:** Commissioner Campos. **Motion carried unanimously.***

**G. Future Agenda Items:**

1. Annual Review and Public Hearing of First 5 California Annual Report
2. Family Resource Centers Presentation
3. HARC Presentation
4. Adopt First 5 Riverside County 2023 Policy Agenda

Commissioner Perez requested a presentation to address what services are available for children with autism in Riverside County. Staff will bring back information on this subject at a future meeting.

**H. Adjournment:** Adjournment at 2:45 p.m. to the next Regular Meeting of First 5 Riverside County Children and Families Commission to be held on March 8, 2023 beginning at 2:00 p.m. at:

First 5 Riverside County Children and Families Commission Office  
585 Technology Court - Conference Room A  
Riverside, CA 92507

Minutes recorded by Lynn M. Stephens, Executive Assistant IV.



E.2.23-11: Approve First Amendment with Riverside Temple Beth El Inc. for Quality Early Learning Infrastructure Funding From September 15, 2022 - December 31, 2023 (**CONTRACT NO. CF23101**) [**\$172,038 - PROP 10 FUNDS**]



AGENDA ITEM: 23-11  
DATE OF MEETING: March 8, 2023  
ACTION:   
INFORMATION:

**APPROVE FIRST AMENDMENT WITH  
RIVERSIDE TEMPLE BETH-EL, INC. FOR  
QUALITY EARLY LEARNING INFRASTRUCTURE FUNDING  
FROM SEPTEMBER 15, 2022 – DECEMBER 31, 2023 (CONTRACT NO. CF23101)  
[\$172,038 – PROP 10 FUNDS]**

**SUMMARY OF REQUEST**

Approve Contract No. CF23101 First Amendment with Riverside Temple Beth-El, Inc. dba. Temple Beth El Child Development Center for an amount not to exceed \$172,038, effective SEPTEMBER 15, 2022 – DECEMBER 31, 2023. Approval of this amendment increases the project by \$74,476 from \$97,562 to \$172,038. The requested funding supports the expansion of the Temple Beth El Child Development Center’s early childhood education (ECE) slots for infants and toddlers by 24 slots.

**BACKGROUND**

First 5 Riverside County received a request from Temple Beth El Child Development Center to amend the agreement to include the additional funding required to complete the improvements needed to increase the ECE slots in the 0-3 age group by 24 slots. The agency is currently licensed for 22 infants/toddlers. By repurposing two existing rooms and adding an additional room, Temple Beth El Child Development Center is able to serve more infants/toddlers.

Since the execution of the original contract, a change of contractor, inflationary pressures on construction costs, and increased labor costs due to required prevailing wages, has resulted in an increase in costs necessary to complete the ECE infrastructure project.

## **RECOMMENDED ACTION**

That the Commission:

1. Approve First Amendment to Contract No. CF23101 with Riverside Temple Beth-El, Inc. for an amount not to exceed \$172,038, effective September 15, 2022 – December 31, 2023, in substantially the same form as the draft Amendment 1 to contract No. CF23101 attached hereto; and authorize the Executive Director to sign the contract on behalf of the Commission, subject to County Counsel approval as to form; and
2. Authorize the Executive Director, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of Contract No. CF23101, on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract and potential project period extension without requiring further action from the Commission.

## **BUDGET IMPACT**

Adequate appropriation exists in the FY 22/23 budget (938001-25800-92950-527980). Additional funding will be included in the subsequent fiscal year's proposed budget.

## **STRATEGIC PLAN RELEVANCE**

Priority Area 1: Quality Early Learning

## **POTENTIAL CONFLICTS OF INTEREST**

None Known

## **ATTACHMENTS**

1. 23-11 Attachment CF23101 Amendment 1 – Riverside Temple Beth El Infrastructure Development Project

**FIRST AMENDED FUNDING AGREEMENT**

Quality Early Care and Education: Infrastructure Development

The RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION a.k.a. FIRST FIVE RIVERSIDE COUNTY, a political subdivision of the State of California, ("COMMISSION" or "COUNTY") and RIVERSIDE TEMPLE BETH-EL, INC. a California, religious non-profit corporation doing business as TEMPLE BETH EL CHILD DEVELOPMENT CENTER, ("RECIPIENT" or "OWNER") hereby enter into this First Amended Funding Agreement ("Agreement") and agree as follows:

1.1 RECITALS

A. RECIPIENT has prepared plans and specifications ("IMPROVEMENT PLANS") for the construction of certain Infant and Toddler Infrastructure Development at the TEMPLE BETH EL CHILD DEVELOPMENT CENTER, "PROJECT," shown in concept in Exhibit "A" attached hereto and made a part hereof; and

B. The Temple Beth El Child Development Center PROJECT site is located at 2675 Central Avenue, Riverside, CA 92506 is hereinafter called "OWNER FACILITY", and

C. RECIPIENT plans to advertise, award, and administer a public works construction contract for PROJECT during Fiscal Year 2022/2023 and 2023/2024; and

D. RECIPIENT desires that COMMISSION contribute funding for the construction of PROJECT; and

E. COMMISSION has reviewed IMPROVEMENT PLANS.

F. COMMISSION wishes to support RECIPIENT's efforts to construct PROJECT by providing a financial contribution toward PROJECT's construction costs as set forth herein; and

G. COMMISSION's financial contributions shall be up to one hundred percent (100%) of the proposal amount for the construction of PROJECT ("TOTAL CONTRIBUTION") and as detailed in Exhibit B: Budget;

H. TOTAL CONTRIBUTION for PROJECT shall not exceed a total of ONE HUNDRED SEVENTY-TWO THOUSAND THIRTY-EIGHT DOLLARS, **(\$172,038)**; and

I. COMMISSION wishes to provide only financial assistance to RECIPIENT and have no other role; and

J. The purpose of this Agreement is to memorialize the mutual understandings by and between RECIPIENT and COMMISSION with respect to the construction, ownership, operation and maintenance of PROJECT and the payment of TOTAL CONTRIBUTION.

K. The term of this Agreement shall from **September 15, 2022** through **December 31, 2023** unless terminated earlier as provided herein.

L. This Agreement may be terminated by RECIPIENT or COMMISSION, without cause upon thirty (30) days written notice served upon the non-terminating party, as provided herein. In addition, it is mutually agreed and understood that the obligation of the COMMISSION for payment under this Agreement is limited and contingent upon the availability of Proposition 10 funds from which payment can be made; and that this Agreement may be

immediately terminated by the COMMISSION if funds are no longer available. In the event of termination, the COMMISSION shall make payment for all services provided by RECIPIENT up to the date of written notice of termination.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

## 1.2 SECTION I

RECIPIENT shall:

1. Obtain, at its sole cost and expense, all necessary permits, approvals or agreements required by any federal, state and local resource or regulatory agencies pertaining to PROJECT ("REGULATORY PERMITS").

2. Secure, at its sole cost and expense, all necessary rights of way, rights of entry and temporary construction easements necessary to construct, inspect, operate and maintain PROJECT.

3. Advertise PROJECT for bids. At the time of advertising for bids, provide COMMISSION with a copy of PROJECT plans, specifications, contracts and any subsequent addenda thereto.

4. Construct or cause to be constructed PROJECT pursuant to a RECIPIENT-administered public works contract in accordance with IMPROVEMENT PLANS.

5. Supervise and inspect all aspects of PROJECT construction.

6. RECIPIENT recognizes and understands that any improvements installed pursuant to this agreement must be completed by RECIPIENT during the term of this Agreement.

7. RECIPIENT shall require that all Sub-Contractors will comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.

a. The RECIPIENT shall require that Sub-Contractors shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates at which RECIPIENT will post at the job site. All prevailing wages shall be obtained by the RECIPIENT from:

Department of Industrial Relations  
Division of Labor Statistics and Research  
455 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102

b. RECIPIENT shall require that Sub-Contractors comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.

c. RECIPIENT shall require that Sub-Contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with §1773.8 of the Labor Code.

d. Prior to commencement of work, RECIPIENT shall require that Sub-Contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6 and §1777.7 of the Labor Code and applicable regulations.

e. RECIPIENT shall comply and stay current with all applicable local, state and federal building codes and laws as from time to time amended, including, but not limited to, the Americans with Disabilities Act requirements in providing the County with any requested County improvements.

8. If any agency, division or department of any governmental entity with appropriate jurisdiction condemns the OWNER FACILITY or any part of the OWNER FACILITY as unsafe or not in conformity with any of the laws or regulations controlling their construction, occupation or use, or orders or requires any alteration, repair or reconstruction of the OWNER FACILITY the responsible party shall be the RECIPIENT who at its sole cost and expense (and without any right of reimbursement from COMMISSION) immediately effect all necessary alterations and repairs required for the OWNER FACILITY full and exact compliance.

9. Upon completion of PROJECT construction and RECIPIENT's acceptance thereof, accept ownership and sole responsibility for the design, operation, and maintenance of PROJECT.

10. Upon completion of PROJECT construction, provide COMMISSION with a copy of RECIPIENT's Notice of Completion.

## 2.1 SECTION II

COMMISSION shall:

1. Within forty-five (45) days of receiving of RECIPIENT 's appropriate invoice, pay PROJECT costs to RECIPIENT.

## 3.1 SECTION III

It is further mutually agreed:

1. TOTAL CONTRIBUTION shall not exceed a total ONE HUNDRED SEVENTY-TWO THOUSAND THIRTY-EIGHT DOLLARS, (**\$172,038**) and shall be used by RECIPIENT solely for the purpose of constructing PROJECT as set forth herein. No additional funding whatsoever shall be provided by COMMISSION for any subsequent PROJECT modifications, extensions or repairs.

2. Under the provisions of this Agreement, COMMISSION shall bear no responsibility whatsoever for the design, construction, ownership, operation or maintenance of PROJECT.

3. RECIPIENT shall indemnify, defend, save and hold harmless the County of Riverside (including their agencies, special districts and departments, their respective directors, commissioners, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to RECIPIENT 's (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontract) actual or alleged acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement including, but not limited to (a) property damage; (b) bodily injury or death; (c) payment of attorney fees; or (d)

any other element of any kind or nature whatsoever. This section shall survive any termination of this agreement until the statute of limitations period has run for any claims that could be asserted under this agreement.

4. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

5. This Agreement is to be construed in accordance with the laws of the State of California. Neither RECIPIENT nor COMMISSION shall assign this Agreement without the written consent of the other party.

6. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

7. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

Riverside County Children & Families	RECIPIENT/OWNER
Commission (First 5 Riverside County)	Temple Beth El Child Development Center
585 Technology Court	2675 Central Avenue
Riverside, CA 92507	Riverside, CA 92506
Attn: Tammi Graham, Executive Director	Attn: Trudy Oliver, Administrative Director

8. This Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by COMMISSION shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against COMMISSION because COMMISSION prepared this Agreement in its final form.

9. Any waiver by COMMISSION or RECIPIENT of any breach by any other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of COMMISSION or RECIPIENT to require from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof or estopping COMMISSION or RECIPIENT from enforcing this Agreement.

10. The obligations of COMMISSION are limited by and contingent upon the availability of COMMISSION funds for COMMISSION's financial contribution towards the PROJECT as set forth herein. In the event that such funds are not forthcoming for any reason, COMMISSION shall immediately notify RECIPIENT in writing. AGREEMENT shall be deemed terminated and have no further force and effect immediately upon receipt of COMMISSION's notification by RECIPIENT.

11. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

12. No alternation or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.

13. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement:

TEMPLE BETH EL CHILD DEVELOPMENT  
CENTER

RIVERSIDE COUNTY CHILDREN AND  
FAMILIES COMMISSION:

By: \_\_\_\_\_  
Tim Beld  
Treasurer and Authorized Signatory for  
Riverside Temple Beth-El, Inc.

By: \_\_\_\_\_  
Tammi Graham  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Lynn M. Stephens  
Commission Coordinator

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Ronak Patel  
Chief Deputy County Counsel

Date: \_\_\_\_\_

**EXHIBIT A:**  
**PROJECT SCOPE OF WORK & TIMELINE**

**Project Scope of Work**

Funds will be used for eligible expenses as accepted in the application submitted to the COMMISSION for the following site(s):

Temple Beth El Child Development Center, 2675 Central Avenue, Riverside, CA92506

The Temple Beth El Child Development Center infrastructure Project includes infrastructure development for Infant and Toddler Expansion and the Creation of a separate Outdoor Learning Environment accessible from the Toddler Classroom. The Infant and Toddler Expansion will allow expansion of services to serve an additional 24 infants and toddlers through the addition of 2 classrooms. In addition, purchasing developmentally appropriate materials and the necessary equipment to expand services to infants and toddlers.

The Creation of Outdoor Learning Environments to enhance outdoor experiences and opportunities is the second portion of the Project. Costs include the purchase of materials and installation of fencing, shade structure and additional outdoor equipment for the optimal outdoor learning environment.

**Timeline**

**Temple Beth El Child Development Center (12-Month Project):**

**Milestone #1 (Month 1 and 2)** – Design development; construction drawings and submit to the City of Riverside written permit application process; submit architectural drawings and meet with City Planner. Zoning area has already been approved. Agency must obtain the Conditional Use Building Permit if applicable.

**Milestone #2 (Month 3)** – Hire General Contractor for construction: grading, structures and site features, hardscape, irrigation modifications if applicable, and landscape. Maintenance and plant establishment.

**Milestone #3 (Month 3 – Month 4)** – (Contractor to) order equipment and furnishings, purchase materials and other items required for construction start.

- Fencing & Gate for toddler play space
- Additional Exit and sidewalk to exit gate by Room 10

**Milestone #4 (Month 5 – Month 7)** – Construction of:

- Plumbing, electrical, and other improvements necessary for updating the snack kitchen to a school kitchen in compliance with Riverside Environmental Regulations.
- Set dates with Environmental Health, Fire Department and Licensure for inspections.
- Installation of shade unit.

**Milestone #5 (Month 8)** – Purchase/delivery of classroom furnishings.

**Milestone #6 (Month 9)** – Renovation of rooms, adapting and expanding additional spaces to include restrooms, toilets, sinks, counters, changing tables and furnishings. Switch Rooms

**Milestone #7 (Month 10)** – Classroom and Outside area inspections for Occupancy Certificate; implementation of playground equipment, shade structures, splash pad, fencing, access gates and other outdoor learning environment accommodations. Inspection of playground.

**Milestone #8 (Month 10)** – Licensing review/inspection.

### Site Visits

The Temple Beth El Child Development Center Project funded under this Agreement will be subject to a site visit review prior to the commencement of the project to be scheduled on a mutually agreed upon date and time.

### Quarterly Progress Reports

RECIPIENT shall submit Program Progress Reports (PPR) which includes quarterly and year-to-date progress on actual achievement of PROJECT milestones as detailed in this Exhibit A and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course corrections, success stories, sustainability and public awareness/policy change activities for the quarter. RECIPIENT is required by the COMMISSION to complete and submit PPR electronically via the COMMISSION'S data management system.

For each reporting period, RECIPIENT shall provide the COMMISSION with a PPR within thirty (30) calendar days from the end of the reporting period. In rare and justifiable circumstances, an extension may be requested by the RECIPIENT. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the RECIPIENT. Quarterly Program Progress Reporting due dates for each period as follows:

- Quarter 1 (FY 22-23) (September 14, 2022 – September 30, 2022): No Report Due
- Quarter 2 (FY 22-23) (October 1, 2022 – December 31, 2022): Report Due January 20, 2023
- Quarter 3 (FY 22-23) (January 1, 2023 – March 31): Report Due April 20, 2023
- Quarter 4 (FY 22-23) (April 1, 2023 – June 30, 2023): Report Due July 12, 2023
- Quarter 1 (FY 23-24) (July 1, 2023 – September 30, 2023)
- Quarter 2 (FY 23-24) (October 1, 2023 – December 31, 2023) (Final Cumulative Program Progress Report Due January 20<sup>th</sup> 2024 at the latest)

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. The first quarterly report is due **January 20, 2023**.

RECIPIENT agrees that failure to submit reports as specified will be sufficient cause for the COMMISSION to withhold any payment due until reporting requirements have been fulfilled.

**EXHIBIT B: BUDGET**

**September 15, 2022 – December 31, 2023**

<b>Use of Funds</b>		<b>Amended Total Requested</b>
<b>Development Costs</b>		
<b>1. General Cost/Fees</b>		
1.1	General Contractor Fees	7,200.00
1.2	Permit Fees	1,000.00
1.3	Application Licensing, Environmental Health etc.	2,500.00
<b>Sub total</b>		<b>10,700.00</b>
<b>2. Outdoor Site Improvements</b>		
2.1	2 Café Tables, Tree Swing, Movable Equipment/Structure, Play Mat, Storage, 4-seat Stroller	35,875.00
2.2	Installation of Fencing, 2 gates & Hardware	-
2.4	Sidewalk Concrete	-
2.5	Site Preparation, Landscaping, Maintenance Period	10,000.00
2.3	Toddler Space rework: Site Preparation, Shade Structure purchase and install	35,340.00
<b>Sub total</b>		<b>81,215.00</b>
<b>3. Kitchen Remodel</b>		
3.1	Kitchen Electrical & Plumbing updates	4,500.00
3.2	Dishwasher Purchase	6,000.00
3.3	Dishwasher Installation	1,000.00
3.4	Countertop and Sink modification	4,000.00
3.5	Garbage Disposal Purchase and Installation	1,000.00
<b>Sub total</b>		<b>16,500.00</b>
<b>4. Bathroom to Kitchenette Remodel</b>		
4.1	Remodel Bathroom to inf/toddler Kitchenette & Laundry room	8,400.00
4.2	Equipment: 1 Stackable Washer/Dryer, Full Refrigerator, double sink	5,000.00
4.3	Upper/Lower Cabinets, Countertop, Shelf Storage	4,850.00
4.4	Electrical Upgrade & Installation and Plumbing update	3,000.00
<b>Sub total</b>		<b>21,250.00</b>
<b>5. Classroom Improvements</b>		
5.1	12 Cribs, 12 Cots, 24 Sheet, 4 Tables, 8 Chairs, 4 High-Chairs, Sound Machine	5,500.00
5.2	2 Changing tables w/Stairs & Sink	3,200.00
5.3	2 Room partitions, 4 baby gates, 4 diaper pails, 2 child toilets	3,000.00
5.4	Labor to switch toilets and install partitions	2,000.00
<b>Sub total</b>		<b>13,700.00</b>
<b>Subtotal Funding Requested</b>		<b>143,365.00</b>
<b>Project Contingency</b>		<b>28,673.00</b>
<b>Total Development Costs</b>		<b>172,038.00</b>

## EXHIBIT C: PAYMENT PROVISIONS

### A. FISCAL

The maximum amount reimbursable over the life of this Agreement is not to exceed ONE HUNDRED SEVENTY-TWO THOUSAND THIRTY-EIGHT DOLLARS, (\$172,038) for the duration of the Agreement period as funded by the Riverside County Children and Families Commission, also known as First Five Riverside County, (hereinafter the “COMMISSION” or “COUNTY”), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

AGREEMENT PERIOD: **September 15, 2022 – December 31, 2023**

#### 1. Method, Time, and Schedule Conditions of Payment

- a. The COMMISSION will disburse funds on a reimbursement payment process based on the Exhibit B (Budget) amount for the applicable fiscal year and monthly report submissions. Payment will be rendered thirty (30) business days from submission of all required documentation and/or the reporting deadline.
- b. Disbursement of any payment of funds to RECIPIENT shall be made so long as all of the following conditions have been met:
  1. The Agreement has been fully executed by all parties;
  2. All applicable licenses to comply with the terms of the SOW are current and valid; and
  3. The RECIPIENT submits monthly itemized invoices following the categories outlined in the budget, via the data management system to include the supporting documentation separated by a cover sheet in front of each expense category. Documentation shall include, but not limited to; statement of costs, copy of invoice or receipt, and proof payment.
- c. Under special circumstances, RECIPIENT may request advance disbursements. A supplemental disbursement request along with justification must be submitted, in writing, to the Executive Director or designee.
- d. The COMMISSION Executive Director, or designee, reserves the right to withhold or reduce disbursement of funds if RECIPIENT fails to 1) comply with monthly and/or quarterly reports by the indicated due date as set forth in Exhibit A; 2) if results achieved are not as projected and no COMMISSION approved plan is in place for improvement; or 3) if the RECIPIENT is not in compliance with any provision contained within this Agreement.
- e. The final funding period amount approved for the applicable fiscal year will be paid based on final expenditures as of June 30th, and reported as of July 12th, which is the final deadline to submit Project expenditures. Expenditures made after June 30th will not be accepted.

#### 2. Allowable Costs

Funds provided pursuant to this Agreement shall be expended by RECIPIENT in accordance with the Budget.

- a. Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the COMMISSION. RECIPIENT agrees COMMISSION may recover any

payments for services or goods, which were not reasonable and necessary, or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

- b. **Stored Materials.** COMMISSION may, in the exercise of its sole and absolute discretion, approve or disapprove for inclusion in RECIPIENT's invoice the cost of materials to be incorporated, but not yet incorporated, in the Work and delivered and suitably stored either at the Site or at some other appropriate location acceptable to the COMMISSION. As part of any request for such approval, RECIPIENT shall furnish evidence satisfactory to COMMISSION: (1) of the cost of such materials; (2) that such materials are under the exclusive control of RECIPIENT, or if not, that title to the materials is in the COMMISSION, free of any lien or encumbrance; and (3) with respect to materials stored off-Site, that the materials are safely and suitably stored in a bonded warehouse with appropriate insurance coverage satisfactory to COMMISSION. No payment or approval by COMMISSION pursuant to this Paragraph shall (a) be construed as an inspection or acceptance of the materials; (b) relieve RECIPIENT of its continuing and sole responsibility for the care and protection of, and sole responsibility for any Loss to, such materials, from any cause whatsoever; or (c) operate as a waiver of rights by COMMISSION.
- c. Notwithstanding any other provision herein, RECIPIENT agrees to reimburse, in full, any and all funds received from the COMMISSION, upon request of the COMMISSION, where such funds as determined by the COMMISSION are not or have not been utilized by RECIPIENT for services provided to children ages 0 through 5 and their families. The terms and conditions of reimbursement shall be at the sole discretion of the COMMISSION.
- d. Any capital improvement projects with an aggregate cost of \$25,000 or more funded by Proposition 10 funds shall be maintained by the RECIPIENT for services provided to children ages 0 through 5 and their families. RECIPIENT will ensure any capital improvement projects with an aggregate cost of \$25,000 or more is utilized for a minimum of five (5) years from the date that capital improvement project is complete. RECIPIENT will submit proof of completion of improvement project to the COMMISSION. The value of the improvement project is listed in the BUDGET as attached and will be amortized over the 5-year period. If RECIPIENT fails to utilize the improvement project as set forth in EXHIBIT A, RECIPIENT will immediately reimburse the COMMISSION upon COMMISSION's written request, based on the following schedule:

Failure to use for 0-5 purposes Required Compensation

0 Months - 1 year	100% of value
1 year - 2 years	80%
2 years - 3 years	60%
3 years - 4 years	40%
4 years - 5 years	0%

**EXHIBIT D:**  
**COMPREHENSIVE TOBACCO CONTROL POLICY**

As a material condition of the Contract, the RECIPIENT shall agree that the RECIPIENT and the RECIPIENT'S employees, while receiving funding from the COMMISSION:

1. Shall not use tobacco products while using the RECIPIENT'S property e.g., vehicle, equipment; and
2. Shall not sell, offer, or provide tobacco products on RECIPIENT'S premises; and
3. Shall have tobacco education and cessation materials visibly available and accessible to clients participating in activities funded by Proposition 10 funds; and
4. Shall assure that the RECIPIENT and its employees have no current business association or relationship with the tobacco industry, and further agrees to neither accept nor solicit financial contributions, sponsorships, gifts, or services from any tobacco company, executive, or tobacco-related function; and
5. Shall make a reasonable effort to divest of all investments in companies that derive fifteen percent (15%) or more of revenues from tobacco.

The COMMISSION may terminate for default or breach of this Contract and any other Contract the RECIPIENT has with the COMMISSION, if the RECIPIENT or RECIPIENT'S employees, are determined by the COMMISSION Executive Director (or designee), not to be in compliance with the conditions set forth herein.

If the RECIPIENT or RECIPIENT'S employees are determined by the COMMISSION Executive Director (or designee) not to be in compliance with the conditions set forth herein, the COMMISSION may terminate for default or breach of this Contract and any other Contract the COMMISSION has with the RECIPIENT.

In instances where the RECIPIENT is part of a larger entity, and where the entity has an investment policy set by governance officials other than the RECIPIENT, and the RECIPIENT is not directly involved in such investment decisions, RECIPIENT agrees to the provisions herein as required in the programs and activities under the direct control of the RECIPIENT to the satisfaction of the COMMISSION Executive Director (or designee). Activities of the larger entity other than investment decisions, which are not under the direct control of RECIPIENT, shall not be considered to be in violation of RECIPIENT'S activities pursuant to the policy.

**E.3.23-12: Approve Contract with Desert Recreation District for Drowning Prevention Program from March 8, 2023 - June 30, 2026 (CONTRACT NO. CF23118) [\$280,000 - PROP 10 FUNDS]**



AGENDA ITEM: 23-12  
DATE OF MEETING: March 8, 2023  
ACTION:   
INFORMATION:

**APPROVE CONTRACT WITH  
DESERT RECREATION DISTRICT  
FOR DROWNING PREVENTION PROGRAM  
FROM MARCH 8, 2023 – JUNE 30, 2026 (CONTRACT NO. CF23118)  
[\$280,000 – PROP 10 FUNDS]**

**SUMMARY OF REQUEST**

Approve contract No. CF23118 with Desert Recreation District (District) for an amount not to exceed \$280,000, effective March 8, 2023 – June 30, 2026, to support drowning prevention efforts in the county’s Coachella Valley region. Approval of this contract will fund swim lessons for 2,913 children within the funding period.

**BACKGROUND**

November 8, 2022: The District submitted a proposal to provide swim lessons and water education clinics in communities throughout the Coachella Valley for children ages 0-5. This request will build upon the Commission’s previous investments and expand swim lesson opportunities in Supervisorial District 4. Drowning is a preventable cause of death and disability among young children and approval of this contract increases access to potentially lifesaving lessons.

The program will provide free swim lessons for children ages 18 months to 5 years old through the “Parent and Me” and “Guppies” swim lesson programs, across the Coachella Valley in Mecca, Coachella, La Quinta, Indio, and Cathedral City. The program is designed to prevent drowning by encouraging children and families to follow safety protocols around water, and by building confidence in their swimming abilities. The District will give priority for free swim lessons to children from low-income households.

The Desert Recreation District will also provide water safety education clinics and coloring books titled “*Water Safety With Lenny the Land Shark*,” in Spanish and English.

**RECOMMENDED ACTION:**

That the Commission:

1. Approve Contract No. CF23118 with Desert Recreation District for an amount not to exceed \$280,000, effective March 8, 2023 – June 30, 2026, to support drowning prevention efforts, in substantially the same form as the draft Contract No. CF23118 attached hereto and authorize the Executive Director to sign the contract on behalf of the Commission, subject to County Counsel approval as to form; and
2. Authorize the Executive Director, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of Contract No. CF23118, on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract without requiring further action from the Commission.

**BUDGET IMPACT**

Adequate appropriation exists in the FY 22/23 budget (938001-25800-92945-527980). Additional funding will be included in the subsequent fiscal year’s proposed budget.

**STRATEGIC PLAN RELEVANCE**

Goal 2: Comprehensive Health and Development

**POTENTIAL CONFLICTS OF INTEREST**

None Known

**ATTACHMENTS**

1. 23-12 Attachment - CF23118 Desert Recreation District - Drowning Prevention

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION  
 CONTRACT  
 INVESTMENT OF FUNDS  
 585 Technology Court  
 Riverside, California 92507

RCCFC AWARD: **CF23118**  
 CONTRACTOR: **Desert Recreation District**  
 CONTRACT TERM: **03/08/23 – 06/30/26**  
 MAXIMUM REIMBURSABLE AMOUNT: **\$280,000.00**

The CONTRACTOR, Desert Recreation District, a California public entity, designated above is hereby certified for an investment of funds in an amount not to exceed \$280,000.

**Compensation:** The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the “Contract”) shall not exceed **\$280,000** as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside, (hereinafter the “COMMISSION” or “COUNTY”), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10, to provide services and results as set forth in Attachments A, B, C, and D, attached hereto as incorporated herein by reference, subject to the following terms and conditions:

**IN WITNESS WHEREOF**, COMMISSION and CONTRACTOR have executed this Contract.

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Tammi Graham, Executive Director	Kevin Kalman
Date Signed:	General Manager
585 Technology Court Riverside, CA 92507-2423	45-305 Oasis Street Indio, CA 92201
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Ronak Patel, Chief Deputy County Counsel	ATTEST SIGNATURE:
Date Signed:	Lynn M. Stephens Commission Coordinator
	Date Signed:

**RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION**

**CONTRACT TERMS AND CONDITIONS**

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## Terms and Conditions

### 1. NOTICES

All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after deposit in the United States mail, postage prepaid:

COMMISSION:

Tammi Graham, Executive Director  
First 5 Riverside  
585 Technology Court  
Riverside, California 92507

CONTRACTOR:

Kevin Kalman, General Manager  
Desert Recreation District  
45-305 Oasis Street  
Indio, CA 92201

Or to such other address as the parties may hereafter designate in writing.

### 2. SOURCE AND SCOPE OF CONTRACT

- A. This Contract award is valid and enforceable only if sufficient funds are available to the COMMISSION from Proposition 10 tax dollars for the total term of the Contract. It is mutually agreed that if the State does not appropriate sufficient Proposition 10 funds, this Contract shall be amended to reflect any reduction in funds.
- B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the State of California, which may affect the provisions, terms, or funding of this Contract in any manner.
- C. This Contract award is designated for an investment of funds to provide services to address Child Health & Development, Quality Early Learning or Resilient Families in accordance with the current COMMISSION Strategic Plan. Services are to be provided to benefit children 0 through 5 years of age (may also be abbreviated as "0-5") who reside in Riverside County.

### 3. DEFINITIONS

Terminology included within the Terms and Conditions of the Contract are defined by the Riverside County Children & Families Commission as stated below:

**Commission:** The Riverside County Children & Families Commission, an assembly of Commissioners appointed by the Riverside County Board of Supervisors, which is responsible for establishing policy and directing Proposition 10 funds at the County level.

**Contractor:** The government or other legal entity to which the Contract is awarded and which shall be accountable to the Commission for the use of funds provided.

**County:** The Riverside County Children & Families Commission, the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

**Data Management System:** An online data management system used to collect and analyze client demographics, services, and target accomplishments.

**Executive Director:** The designated lead director of the Commission.

**Fiscal Year:** The Commission's fiscal year is July 1 through June 30.

**Performance Target:** The specific results that a CONTRACTOR will commit to achieving as outlined in the Scope of Work.

**Performance Target Accomplishment Schedule:** The specific timeline that a CONTRACTOR will commit to adhere to achieving specific results as outlined in the Scope of Work.

**Probationary Status:** CONTRACTOR is given notice of non-compliance after failing to correct deficiencies and has been placed in a status that may require additional monitoring, announced and unannounced visits, additional reporting by CONTRACTOR, an evaluation by COMMISSION staff and a report to the COMMISSION inclusive of recommendations regarding the disposition of the Contract.

**Scope of Work (SOW):** A documented qualitative and quantitative description of the project deliverables (i.e., what the CONTRACTOR is funded to do).

#### **4. TERM**

The term of this Contract shall be from **March 8, 2023** through **June 30, 2026** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

#### **5. COMPLIANCE, DISALLOWANCE, WITHHOLDING**

If CONTRACTOR fails to comply with any conditions contained within this Contract, the COMMISSION may place the CONTRACTOR in a probationary status, temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost of activity not in compliance, and/or request repayment to the COMMISSION if any disallowance is rendered after audit findings. Written notification of non-compliance will be sent to the identified contact person and the CONTRACTOR'S Executive Director or other lead staff authorized by the CONTRACTOR'S governing board or ownership within twenty (20) working days.

#### **6. TERMINATION**

**A. By COMMISSION:** The COMMISSION may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, the CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise).

##### **1. Termination for cause:**

**a. Due to Default or Breach of Contract.** Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the COMMISSION may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COMMISSION provides CONTRACTOR the opportunity to cure breach within twenty (20) working days of receipt of notice, and CONTRACTOR does so to COMMISSION'S satisfaction.

**b. Due to Health and Safety Concerns of Clients.** The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract may also be immediately terminated at the sole discretion of the COMMISSION if the

CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

- c. **Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.
- d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.
- e. **Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**B. By CONTRACTOR:** CONTRACTOR may terminate this Contract in whole or in part upon thirty (30) calendar days' written notice to the COMMISSION.

## **7. REQUIREMENT OF SUPPLEMENTING PROGRAM**

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 funds shall ONLY be used to supplement a CONTRACTOR'S program. The COMMISSION endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

## **8. DATA MANAGEMENT**

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the COMMISSION. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports (PPR), utilization of the COMMISSION developed reporting systems and Administrative Review formats and required training(s) to familiarize and implement the results-based accountability framework. The COMMISSION continues to refine its evaluative processes that will assist the COMMISSION, its CONTRACTORS and the community to successfully increase and measure the impact of the Proposition 10 in Riverside County. Where appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative

processes. Specific areas may include but are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

## **9. SCOPE OF WORK (SOW)**

- A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.
- B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.
- C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).
- D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.
- E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

## **10. REIMBURSEMENT OF COSTS**

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by COMMISSION action. Reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the SOW and methodology contained in Attachment A as determined by the COMMISSION. The COMMISSION shall allocate the funds to CONTRACTOR as follows:

- A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

- B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

## **11. FISCAL AND PROGRAM REPORTING REQUIREMENTS**

### **A. Fiscal Reporting**

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4<sup>th</sup> quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR.

If applicable, CONTRACTOR shall provide copies of the claim report submitted monthly for Medi-Cal and/or any other state or federal reimbursements. In addition, the CONTRACTOR will provide the subsequent revenue reports that will reconcile the claim reports.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due as described in paragraph one of this section. All reimbursement costs not submitted at the time of the Final Fiscal Expenditure Report will be disallowed.

Payment information, including amount, payment reduction or payment withheld may be obtained by the CONTRACTOR via the data management system.

### **B. Program Reporting**

As requested by COMMISSION, CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR'S services or to provide information about CONTRACTOR'S program. CONTRACTOR shall report program and demographic data on participants, where appropriate, service and outcome data with measurement tools approved by COMMISSION. CONTRACTOR shall enter data (quantitative and qualitative) in the evaluation database system designated by COMMISSION. CONTRACTOR shall submit complete data, in accordance with the SOW.

## 1. Monthly Reporting

CONTRACTOR shall input and submit program data into the COMMISSION'S data management system on a monthly basis and input must be completed by the 20<sup>th</sup> of the month following Contract performance. If the reporting due date falls on a weekend or holiday, the due date will be on the following business day. The due date for program data submitted in the 4<sup>th</sup> quarter (April, May and June) may be modified by COMMISSION as required to meet internal COUNTY and State reporting deadlines. Modified due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Any changes that occur with program data input must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the change.

Example: Changes to program data in the first quarter must be adjusted and reconciled before the end of the 2nd quarter (December 30<sup>th</sup>, as reported in the January 30<sup>th</sup> report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly program data input and quarterly Program Progress Report (PPR) responsibility.**

## 2. Quarterly and Annual Reporting

CONTRACTOR shall submit Program Progress Reports (PPR) which includes quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in the SOW and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course corrections, client success stories, sustainability and public awareness/policy change activities for the quarter. CONTRACTOR is required by the COMMISSION to complete and submit Program Progress Reports electronically via the COMMISSION'S data management system.

For each reporting period, CONTRACTOR shall provide the COMMISSION with a Program Progress Report within thirty (30) calendar days from the end of the reporting period. In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Quarterly Program Progress Reporting due dates for each Contract period are as follows:

- QUARTER 1 (July 1 – September 30): Report Due October 30
- QUARTER 2 (October 1 – December 31): Report Due January 30
- QUARTER 3 (January 1 – March 31): Report Due April 30
- QUARTER 4 (April 1 – June 30): Report Due July 30 (Final Cumulative Program Progress Report), Quarter 4 due date may be modified by COMMISSION as necessary to meet County and/or State reporting deadlines.

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. The first quarterly report is due **July 31<sup>st</sup> of the current fiscal year.**

CONTRACTOR agrees that failure to submit reports as specified will be sufficient cause for the COMMISSION to withhold any payment due until reporting requirements have been fulfilled.

## **12. REIMBURSEMENT OF FUNDS TO THE COMMISSION**

If CONTRACTOR has been overpaid in the previous fiscal year, the COMMISSION will, in instances where the Contract is renewed, reduce subsequent payment(s) to recover the amount overpaid.

Notwithstanding any other provision herein, CONTRACTOR agrees to reimburse, in full, all funds received from the COMMISSION, upon request of the COMMISSION, where such funds as determined by the COMMISSION are not or have not been utilized by CONTRACTOR for purpose as intended by the COMMISSION. The terms and conditions of reimbursement shall be at the sole discretion of the COMMISSION. This provision is not terminated upon termination of this Contract.

## **13. COMMISSION FISCAL REQUIREMENTS**

### **A. Budget Revisions**

A Budget Revision Form may be submitted by the CONTRACTOR to the COMMISSION to modify budget line(s) of the approved budget. The request must indicate the proposed line item change, the budget as amended applying the requested change, a written justification for each requested change, and signed by an authorized representative. The request cannot result in any alteration or degradation to the program services and performance targets as specified in this Contract.

The COMMISSION Executive Director (or designee), on behalf of the COMMISSION, has the authority to approve or deny the request, provided that the modification does not deviate from the original intent of the Contract or increase the total Contract amount. CONTRACTOR is limited to two (2) budget revisions per fiscal year.

The CONTRACTOR must submit any Budget Revision Forms to the COMMISSION or designee no later than **March 31st** of the fiscal year.

### **B. Amendments**

Necessity for budget amendments to this Contract will be determined by the COMMISSION Executive Director (or designee) and may include, but are not limited to, Contract increases or decreases and significant changes to the Scope of Work (SOW). All budget amendments to the Contract shall require formal approval of the COMMISSION Executive Director acting on behalf of the COMMISSION, as provided herein before such amendments are effective. Major budget amendments, as determined by the COMMISSION Executive Director, in consultation with County legal counsel, will require formal approval of the COMMISSION. Contract budget amendments shall be considered until March 31st of each fiscal year.

### **C. Cost Allocation Plan**

CONTRACTOR shall have or will establish a Cost Allocation Plan (CAP) to identify prorated costs shared by multiple funding sources, including Proposition 10 funds. CONTRACTOR shall identify any other funding sources and organizations whose cooperation/participation is necessary to ensure the success of the project. CONTRACTOR'S CAP must be approved by CONTRACTOR'S appropriate governing body and submitted with the executed Contract.

A CAP is defined as a written summarization that documents the methods and procedures CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair

share, of the total costs. The CONTRACTOR must have a method of identifying and distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

A written CAP is required if any of the conditions below are met:

- a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.
- b. A single-funded staff member shares time between two or more COMMISSION funded programs.
- c. The same facilities and/or resources are utilized by more than one funded program.

#### **D. Overhead/Indirect Costs**

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.
2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.
3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.
4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

#### **E. Revenues Received**

All revenue received by the CONTRACTOR (except funds received from the COMMISSION) to operate the program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

#### **F. Payroll Taxes**

The COMMISSION shall not be directly responsible for the payment of any taxes on the CONTRACTOR'S behalf. In the event that the COMMISSION is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the COMMISSION for the full value of such paid taxes plus interest and penalty, if any. Taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

### **G. Payor of Last Resort**

CONTRACTOR shall obtain funding through sources other than the COMMISSION to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as Medi-Cal, Healthy Families, federal or state-funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. CONTRACTOR must provide written verification upon request.

## **14. CONTRACTOR AUDIT REQUIREMENTS**

- A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.
- B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

## **15. INVENTORIABLE EQUIPMENT**

- A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars (\$1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars (\$1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.
- B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

- C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars (\$1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

## **16. REVERSION OF ASSETS**

**Real or Personal Property Assets.** Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in-whole or in-part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the COMMISSION and CONTRACTOR, where the original cost exceeded one thousand dollars (\$1,000.00) shall either be: (1) used by CONTRACTOR for the services described in the SOW for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in the SOW; or (2) disposed of and proceeds paid to the COMMISSION in a manner that results in the COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR'S out of pocket expenditures using non-commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

- A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.
- B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

## **17. TOBACCO CONTROL POLICY**

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the COMMISSION funded activities. The Comprehensive Tobacco Control Policy, as attached hereto.

## **18. CONDUCT OF BUSINESS**

**CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in Termination of Contract.**

- A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

- B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.
- C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.
- D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.
- E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.
- F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.
- G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.
- H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.
- I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.
- J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.
- K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

## **19. RECORDS MANAGEMENT AND MAINTENANCE**

- A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

- B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.
- C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.  
  
This requirement includes:
  - a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and
  - b. Submission of the Program Progress Report on a quarterly basis.
- D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.
- E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).
- F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.
- G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

## **20. PUBLIC DISCLOSURE OF DOCUMENTS**

CONTRACTOR acknowledges and agrees that information, communications, and documents given to the COMMISSION during meetings involving COMMISSION members, staff, finance or COMMISSION Advisory Committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the COMMISSION in order that it may fully comply with the requirements of such laws and regulations.

## **21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION**

- A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government.

Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

- B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.
- C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.
- D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

## **22. GOVERNING LAW AND VENUE**

- A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.
- B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.
- D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

## **23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES**

- A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.
- B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.
- C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
  2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and
  4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.
- D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.
- E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.
- F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

#### **24. PUBLICITY AND ATTRIBUTION REQUIREMENTS**

- A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.
- B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:
- “Made possible by funding from First 5 Riverside County”  
“Funded by First 5 Riverside County”  
“Funded by First 5 Riverside County - the Riverside County Children & Families Commission”

"Hecho posible por medio de fondos de Primeros 5 Riverside Condado"  
"Financiado por Primeros 5 Riverside Condado"

For events, conferences or programs with multiple funders, one of the following attributions shall be used:

"Funded in part by First 5 Riverside County"

"Funded in part by First 5 Riverside County - the Riverside County Children & Families Commission"

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside Condado"

"Financiado parcialmente por Primeros 5 Riverside Condado - Comisión de Niños y Familias del Condado de Riverside"

When space is limited (i.e., buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTOR shall contact the COMMISSION'S Public Information Specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.

- C. The approved First 5 Riverside logo (graphic) shall be used on materials specific to the COMMISSION funded program. CONTRACTOR shall use the approved First 5 Riverside logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside graphics attribution standard as posted on the COMMISSION public website ([www.First5Riverside.org](http://www.First5Riverside.org)).
- D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.
- E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website ([www.First5Riverside.org](http://www.First5Riverside.org)).

## **25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY**

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the COMMISSION. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments, hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction or proselytizing.

## **26. WORK PRODUCT**

- A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract

is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.

- B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

## **27. NON-DISCRIMINATION**

Pursuant to the Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, CONTRACTOR shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal Laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through the California Department of Health Care Services. This Contract hereby incorporates by reference the provisions of Title 2, California Code of Regulations, Section 11105 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, California Code of Regulations, Section 11105 et seq. and further agrees to include this Non-Discrimination clause in all subcontracts to perform services under this Contract.

## **28. CHILD ABUSE REPORTING**

CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

- A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;
- B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;
- C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

## **29. DEPARTMENT OF JUSTICE CLEARANCE**

CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code

Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

CONTRACTOR must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

### **30. ADULT AND ELDER ABUSE REPORTING**

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) working days.

### **31. INDEPENDENT CONTRACTOR**

It is understood and agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the CONTRACTOR and the COMMISSION. The CONTRACTOR, nor CONTRACTOR'S officers, agents, employees or subcontractors, shall not be entitled to any COMMISSION paid employee benefits, including Workers' Compensation.

### **32. HOLD HARMLESS/INDEMNIFICATION**

CONTRACTOR shall indemnify and hold harmless COMMISSION, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to in this section as the "COUNTY") from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives under this Contract. CONTRACTOR shall defend the COUNTY at CONTRACTOR'S sole expense, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards), the COUNTY in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at sole cost, have the right to use counsel of choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the COUNTY as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Contract shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

In the event there is a conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

- A. If CONTRACTOR is a public entity, as defined by applicable law, the COMMISSION and CONTRACTOR, to the extent that liability may be imposed on the COMMISSION by the provisions of Government Code Section 895.2, shall be liable for acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either the COMMISSION or CONTRACTOR'S, employees or representatives, performance or omission of any act or responsibility of either party under this Contract. In the event that a claim is made against both the COMMISSION and CONTRACTOR, both parties shall cooperate in the defense of said claim and to cause insurers to do likewise.
- B. CONTRACTOR agrees to indemnify the COMMISSION for all federal/state withholding or state retirement payments, which the COMMISSION may be required to make by the federal or state government as a result of this Contract. If for any reason, CONTRACTOR is determined not to be an independent contractor to the COMMISSION in carrying out the terms of the Contract, such indemnification shall be paid in full to the COMMISSION upon sixty (60) calendar days written notice to CONTRACTOR if a federal and/or state determination is made that such payment is required.

### **33. INSURANCE**

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. Pertinent to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

#### Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than one million dollars (\$1,000,000) per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

#### Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross-liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insureds. Policy limit of liability shall not be less than one million dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

#### Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. The policy shall name the COUNTY as Additional Insured.

Professional Liability Insurance:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'S performance of work included within this Contract, with a limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Contract and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue as long as the law allows.

General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY'S Risk Manager waives a requirement or a particular insurer, such waiver is only valid for that specific insurer and only for one (1) policy term.
2. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds five hundred thousand dollars (\$500,000) per occurrence such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the COUNTY and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention with respect to this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and/or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) working days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR'S insurance carrier(s) policies does not meet the minimum notice of requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a thirty (30) day Notice of Cancellation Endorsement.
4. In the event of a material modification, cancellation, expiration or reduction in coverage, this Contract shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsement and if requested, certified original policies of insurance including all endorsements and all other attachments as required in this Section. An individual

authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5. It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
6. If during the term of this Contract or any extension thereof there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the SOW; or this Contract, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverage currently required herein, if in the COUNTY Risk Manager's reasonable judgment the amount or type of insurance carried by the CONTRACTOR has become inadequate.
7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
8. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. CONTRACTOR agrees to immediately notify COUNTY in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

Adjustment and/or Waiver of Requirements:

The COMMISSION Executive Director (or designee), in consultation with the COUNTY'S Risk Manager, may adjust the insurance requirements set forth herein as deemed necessary for the Contract, and/or may waive insurance requirements where not applicable to the Contract. Insurance endorsements shall be submitted to the COMMISSION upon submission of the fully executed Contract, but no later than when contract work commences.

**34. ASSIGNMENT**

This Contract shall not be assigned by CONTRACTOR, either in whole or in part, without prior written consent of the COMMISSION, as approved and authorized by formal action of the COMMISSION.

**35. ALTERATION AND/OR AMENDMENT**

No alteration, amendment, or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto. Oral understandings of Contract not incorporated herein shall not be binding on any of the parties hereto. As provided herein, the COMMISSION Executive Director, acting on behalf of the COMMISSION, may alter or revise this Contract on behalf of the COMMISSION. Material alterations and/or amendments, as determined by the COMMISSION Executive Director in consultation with County legal counsel, will require formal approval of the COMMISSION. Except as provided herein, the parties expressly recognized that individual COMMISSION members, COMMISSION Advisory Committee members, or staff to the COMMISSION is without authorization to either change or waive any material requirements of this Contract without formal action of the COMMISSION.

**36. CONFLICT OF INTEREST**

CONTRACTOR shall have no economic interest and shall not acquire any economic interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Contract.

**37. WAIVER AND SEVERABILITY**

Any waiver by the COMMISSION of any breach or default hereof by CONTRACTOR shall be deemed to be a waiver of any preceding or succeeding breach or default hereof, and no waiver shall be operative unless the same shall be in writing. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof shall remain in full force and effect without being impaired or invalidated in any way.

**38. DISALLOWANCE**

In the event CONTRACTOR receives payment for services under this Contract, which is later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to the COMMISSION upon request. The COMMISSION retains the option to offset the amount disallowed from any payment due to the CONTRACTOR under this Contract, or under any other Contract between CONTRACTOR and the COMMISSION.

**39. OFFICIAL DOCUMENTS**

Upon the Contract approval by the COMMISSION, and full execution of the Contract by COMMISSION and CONTRACTOR, one (1) fully executed copy will be sent to the CONTRACTOR. Such copy shall be the officially approved Contract for the conduct of the approved project.

**40. ENTIRE CONTRACT**

This Contract, inclusive of all attachments and exhibits, constitutes the entire Contract between the parties. Any modifications to the terms of this Contract shall be by the provisions detailed in the Section entitled "Alteration and/or Amendment" herein.

**41. NONEXCLUSIVE CONTRACT**

CONTRACTOR understands that this is not an exclusive Contract and that the COMMISSION shall have the right to negotiate with and enter into Contracts with others providing the same or similar services as those provided by CONTRACTOR as the COMMISSION desires and at the sole discretion of the COMMISSION.

**42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT**

CONTRACTOR certifies that the individual signing herein has authority to execute this Contract on behalf of CONTRACTOR and may legally bind CONTRACTOR to the terms and conditions of this Contract and any attachments hereto.

**43. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State, and Federal law now in force or which may hereafter be in force with regard to this Contract. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action against CONTRACTOR, whether the COMMISSION be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and the COMMISSION.

#### **44. CONFLICTS IN INTERPRETATION**

In the event of conflict in interpretation by the parties of the provisions contained in the numbered sections of this Contract and the provisions contained in the attachments hereto, the provisions of the attachments in the Contract shall prevail over those in numbered sections.

#### **45. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

## **ATTACHMENT A: SCOPE OF WORK**

The Desert Recreation District (District) will provide aquatic services to families of the Coachella Valley with a focus on water safety and drowning prevention.

District will provide free swim lessons for children ages 18 months to 5 years old through the long-standing Parent and Me level 1, 2 and Guppies swim lesson programs across the Coachella Valley in Mecca, Coachella, La Quinta, Indio and Cathedral City. Priority for the free swim lessons will be given to low-income children based on whether the family is currently receiving public assistance (including, but not limited to, CalWORKs, CalFresh, WIC, California National School Breakfast and Lunch Program).

District will provide water safety education clinics and coloring books, Lenny the Land Shark, in Spanish and English to children that participate in swim lessons

### **Targets: Aggregate**

On a quarterly basis, Desert Recreation District will report the demographic information for each child who completes a swim lesson series funded by First 5 Riverside County by pool location and date of first lesson. The demographic information to be collected for each child will include:

1. Child's age (0-3) or (3-5)
2. Primary language spoken at home
3. Child's ethnicity
4. Child's special needs status
5. Zip code
6. The number of children receiving refresher lessons
7. The number of children who complete a swim lesson series
8. Parents receiving drowning prevention education
9. The number of families that receive services in water safety education clinics
10. The number of lifeguards trained
11. PPR Activities and Accomplishment (Section 1 of 3)
12. PPR Challenges and Course Corrections (Section 2 of 3)
13. PPR Success Story (Section 3 of 3)

**ATTACHMENT B: CONTRACT BUDGET**

Description	Amount
Swim lessons Includes Salary and Benefits	\$185,000
Marketing	\$ 4,400
Program Materials, Supplies, Books	\$30,000
Manager-Salary and Benefits	\$34,000
<b>Indirect – Not to exceed 10% Salary and Benefits</b>	<b>\$26,600</b>
<b>Total Multi-year Contract</b>	<b>\$ 280,000</b>

## ATTACHMENT C: PAYMENT PROVISIONS

### A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **\$280,000** for the duration of the Contract period as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

CONTRACT PERIOD: **03/08/2023 – 06/30/2026**

#### 1. Method, Time, and Schedule Conditions of Payment

- a. The COMMISSION will disburse funds on a reimbursement payment process based on the Contract Budget (Attachment "B") amount for the applicable fiscal year and monthly report submissions. Payment will be rendered thirty (30) business days from submission of all required documentation and/or the reporting deadline.
- b. Disbursement of any payment of funds to CONTRACTOR shall be made so long as all of the following conditions have been met:
  1. The Contract has been approved by the COMMISSION;
  2. The Contract has been fully executed by all parties;
  3. All applicable licenses to comply with the terms of the SOW are current and valid; and
  4. The CONTRACTOR submits monthly itemized invoices, via the data management system to include the supporting documentation separated by a cover sheet in front of each expense category. Documentation shall include; payroll register or report, time & activity report and/or, timesheets, statement of costs, copy of invoice or receipt, mileage report(s), copy of check(s) or proof of payment; and
  5. COMMISSION staff has reviewed and approved Cost Allocation Plan (if applicable).
- c. Under special circumstances, CONTRACTOR may request advance disbursements. A supplemental disbursement request along with justification must be submitted, in writing, to the Executive Director or designee.
- d. The COMMISSION Executive Director, or designee, reserves the right to withhold or reduce disbursement of funds if CONTRACTOR fails to 1) comply with monthly and/or quarterly reports by the indicated due date as set forth in Section 11 of the Contract; 2) if results achieved are not as projected and no COMMISSION approved plan is in place for improvement; or 3) if the CONTRACTOR is not in compliance with any provision contained within this Contract.
- e. The final funding period amount approved for the applicable fiscal year will be paid based on final expenditures as of June 30th and reported as of the final deadline to submit

program expenditures defined in Section 11. Fiscal and Program Reporting Requirements, A. Fiscal Reporting. Expenditures made after June 30th will not be accepted.

2. Allowable Costs

Funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget.

- a. Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the COMMISSION. CONTRACTOR agrees COMMISSION may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary, or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.
- b. The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food are based on the current IRS allowable rate.
- c. Contractor shall obtain approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by COMMISSION management.

**ATTACHMENT D:  
COMPREHENSIVE TOBACCO CONTROL POLICY**

As a material condition of the Contract, the CONTRACTOR shall agree that the CONTRACTOR and the CONTRACTOR'S employees, while receiving funding from the COMMISSION:

1. Shall not use tobacco products while using the CONTRACTOR'S property e.g., vehicle, equipment; and
2. Shall not sell, offer, or provide tobacco products on CONTRACTOR 'S premises; and
3. Shall have tobacco education and cessation materials visibly available and accessible to clients participating in activities funded by Proposition 10 funds; and
4. Shall assure that the CONTRACTOR and its employees have no current business association or relationship with the tobacco industry, and further agrees to neither accept nor solicit financial contributions, sponsorships, gifts, or services from any tobacco company, executive, or tobacco-related function; and
5. Shall make a reasonable effort to divest of all investments in companies that derive fifteen percent (15%) or more of revenues from tobacco.

The COMMISSION may terminate for default or breach of this Contract and any other Contract the CONTRACTOR has with the COMMISSION, if the CONTRACTOR or CONTRACTOR'S employees, are determined by the COMMISSION Executive Director (or designee), not to be in compliance with the conditions set forth herein.

If the CONTRACTOR or CONTRACTOR'S employees are determined by the COMMISSION Executive Director (or designee) not to be in compliance with the conditions set forth herein, the COMMISSION may terminate for default or breach of this Contract and any other Contract the COMMISSION has with the CONTRACTOR.

In instances where the CONTRACTOR is part of a larger entity, and where the entity has an investment policy set by governance officials other than the CONTRACTOR, and the CONTRACTOR is not directly involved in such investment decisions, CONTRACTOR agrees to the provisions herein as required in the programs and activities under the direct control of the CONTRACTOR to the satisfaction of the COMMISSION Executive Director (or designee). Activities of the larger entity other than investment decisions, which are not under the direct control of CONTRACTOR, shall not be considered to be in violation of CONTRACTOR'S activities pursuant to the policy.

- F. **Presentation/Action Items - Zachary Ginder, Chair and Jose Campos, Vice Chair**  
F.1. **23:13:** Approve Third Amendment to the Restated Memorandum of Understanding with Riverside County Department of Social Services (**DPSS-0000619**) for CalWorks Home Visiting Services from July 1, 2023 - June 30, 2028 [**\$44,558,280 - CDSS FUNDS**] - Tammi Graham, Executive Director



AGENDA ITEM: 23-13  
DATE OF MEETING: March 08, 2023  
ACTION:   
INFORMATION:

**APPROVE THIRD AMENDMENT TO THE RESTATED  
MEMORANDUM OF UNDERSTANDING WITH  
RIVERSIDE COUNTY DEPARTMENT OF SOCIAL SERVICES (DPSS-0000619)  
FOR CalWORKs HOME VISITING SERVICES  
FROM JULY 1, 2023 – JUNE 30, 2028 [\$44,558,280 – CDSS FUNDS]**

**SUMMARY OF REQUEST**

Approve Memorandum of Understanding (DPSS-0000619) with County of Riverside Department of Public Social Services for an amount not to exceed \$44,558,280 effective July 1, 2023 – June 30, 2028, for CalWORKs Home Visiting Services (CWHVP). Annual maximum reimbursable amount of \$5,292,507 from July 1, 2023 – June 30, 2024.

**BACKGROUND**

First 5 Riverside County's administration of expansion opportunities through CalWORKs funding creates a more integrated, coordinated home visiting system leveraging multiple funding streams and allows for a continuum of care from prenatal to 24 months for families.

The purpose of the CWHVP is to pair home visiting with CalWORKs recipients, connect parents with resources, improve parenting skills, and support children and parents together to allow them to thrive and grow. The commitment from the Governor for CalWORKs families is a significant strategy to address economic disparities and provide a prevention and wellbeing approach to support families.

The Commission's Strategic Plan details the intent to align, where possible, with state directed initiatives. This recent expansion supported by the Governor's budget provides the Commission with an opportunity to leverage external funding to support home visiting in Riverside County.

## **RECOMMENDED ACTION**

That the Commission:

1. Approve the Amendment No. 3 to the Second Amended and Restated Memorandum Understanding with Riverside County Department of Social Services (DPSS-0000619) subject to County Counsel approval as to form and authorize the Executive Director to sign the MOU in substantially the same form as the draft Contract No. DPSS 0000619 attached hereto; and
2. Authorize the Executive Director, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of Contract No. DPSS-0000619, on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract without requiring further action from the Commission.

## **BUDGET IMPACT**

Additional funding (\$5,292,507) and corresponding expenses will be included in the FY 23/24 budget request. Revenue: 938001-25800-77540-42200.

## **STRATEGIC PLAN RELEVANCE**

Goal Area 3: Resilient Families

## **POTENTIAL CONFLICTS OF INTEREST**

Commissioner Jose Campos

## **ATTACHMENTS**

1. 23-13 Attachment - Draft Memorandum of Understanding #DPSS-0000619 with DPSS

**COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES**  
**AMENDMENT No. 3 to the**  
**SECOND AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING**  
**RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION, FIRST 5 RIVERSIDE**

MEMORANDUM OF UNDERSTANDING: DPSS-0000619

ORIGINAL PERIOD OF PERFORMANCE: January 1, 2019 – June 30, 2023

EXTENDED PERIOD OF PERFORMANCE: July 1, 2023 – June 30, 2028

EFFECTIVE DATE OF AMENDMENT: July 1, 2023

ANNUAL MAXIMUM REIMBURSABLE AMOUNT: July 1, 2023 - June 30, 2028 - \$5,292,507

MAXIMUM AGREEGATE REIMBURSABLE AMOUNT: \$44,558,280.00

This Amendment No. 3 to the Second Amended and Restated Memorandum of Understanding (hereinafter “MOU”) to #DPSS-0000619, for the CalWORKs Home Visiting Program is made by and entered into by and between Riverside County Children and Families Commission, also known as First 5 Riverside, (herein referred to as “FIRST 5 RIVERSIDE”), and the County of Riverside Department of Public Social Services (herein referred to as “DPSS”), both departments of the County of Riverside, a political subdivision of the state of California.

**WHEREAS**, DPSS and FIRST 5 RIVERSIDE previously entered into that certain Memorandum of Understanding (MOU) DPSS-0000619, for the CalWORKs Home Visiting Services, executed on February 7, 2019 and effective January 1, 2019; and

**WHEREAS**, DPSS and FIRST 5 RIVERSIDE previously entered into that certain First Amended and Restated Memorandum of Understanding DPSS-0000619, for the CalWORKs Home Visiting Program, executed on March 11, 2020 and effective July 1, 2019; and

**WHEREAS**, DPSS and FIRST 5 RIVERSIDE previously entered into that certain Second Amended and Restated Memorandum of Understanding DPSS-0000619, for the CalWORKs Home Visiting Program, executed on November 23, 2020 and effective July 1, 2019, (herein referred to as “Second Amended and Restated MOU”); and,

**WHEREAS**, DPSS and FIRST 5 RIVERSIDE previously amended the Second Amended and Restated Memorandum of Understanding DPSS-0000619, for the CalWORKs Home Visiting Program, on Amendment No. 1 executed on August 4, 2021 and effective July 1, 2021 to add an additional home visitation model, “Home Instruction for Parents of Preschool Youngsters” (“HIPPY”); and

**WHEREAS**, DPSS and FIRST 5 RIVERSIDE previously amended the Second Amended and Restated Memorandum of Understanding DPSS-0000619, for the CalWORKs Home Visiting

Program, on Amendment No. 2 executed on June 30, 2022 and effective July 1, 2022 to reduce the Maximum Reimbursable Amount based on budget information received in County Fiscal Letter (CFL) No. 21/22-22 for the CalWORKs Home Visiting Program for Program Fiscal Year 2021/2022, and update Schedules A and B; and

**WHEREAS**, DPSS and FIRST 5 RIVERSIDE now desire to extend the Period of Performance; and

**WHEREAS**, Section 23 of the MOU allows for modifications by written amendment signed by both parties.

**WHEREAS**, the Parties have elected to extend the Effective Period for five (5) additional years, to commence on July 1, 2023 through June 30, 2028, upon the terms and conditions as set forth below.

**NOW THEREFORE**, in consideration of their mutual covenants, the Parties agree to extend the Effective Period of the MOU according to the terms and in the manner set forth herein:

1. Recitals. The above recitals are true and correct and incorporated by this reference.
2. The MOU is hereby extended for five (5) additional years, commencing July 1, 2023 through June 30, 2028.
3. "Section #3. Period of Performance" is hereby deleted and replaced with the following:

This MOU shall be effective January 1, 2019 ("Effective Date") and continues through June 30, 2028, unless terminated earlier. FIRST 5 RIVERSIDE shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter in alignment with approved County Plan and funding received by California Department of Social Services (CDSS).

4. "Schedule A. Schedule, Terms, and Method of Payment, Section 1. MAXIMUM REIMBURSABLE AMOUNT, Sub-section D" is hereby added to the agreement with the following:
  - D. Total payments by DPSS to FIRST 5 RIVERSIDE for the period of July 1, 2023 through June 30, 2028 shall not exceed \$26,462,535.00, budgeted as follows:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2023 through June 30, 2024	\$5,292,507.00
July 1, 2024 through June 30, 2025	\$5,292,507.00
July 1, 2025 through June 30, 2026	\$5,292,507.00
July 1, 2026 through June 30, 2027	\$5,292,507.00
July 1, 2027 through June 30, 2028	\$5,292,507.00
Total	\$26,462,535.00

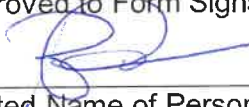
The breakdown of the annual payment, including the unit of service rates and the line-item budget categories, for Fiscal Years 23/24 through 27/28 is set forth in Attachment V-CWHVP Cost Schedule, attached hereto and incorporated herein by this reference. FIRST 5 RIVERSIDE may alter the unit of service rates for subcontractors and/or shift allocated funds between line-item budget categories as mutually agreed upon by DPSS, provided the maximum reimbursable amount for this MOU is not exceeded. FIRST 5 RIVERSIDE shall complete and submit a revised Attachment V-CWHVP Cost Schedule to obtain written approval for budget modifications from DPSS, in lieu of formal amendment. The total annual payment will automatically adjust to the amount approved by the State each fiscal year via the County Fiscal Letter.

- E. Effective Date. Amendment No. 3 shall be executed upon signature and effective July 1, 2023.
- F. SIGNED IN COUNTERPARTS: This MOU may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
- G. ELECTRONIC SIGNATURE: Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
- H. Miscellaneous. All other terms and conditions of the MOU not modified herein shall remain unchanged and in full force and effect.

*Signature Page to Follow*

**IN WITNESS WHEREOF**, the undersigned authorized representatives of the parties have executed this Amendment No. 3 to the Second Amended and Restated Memorandum of Understanding as of the date last written below.

Authorized Signature for FIRST 5 RIVERSIDE:	Authorized Signature for DPSS:
Printed Name of Person Signing: Tammi Graham	Printed Name of Person Signing: Charity Douglas
Title: Executive Director	Title: Director, DPSS
Address: 585 Technology Court Riverside, CA 92507	Address: 4060 County Circle Drive Riverside, CA 92503
Date Signed:	Date Signed:

Approved to Form Signature: 	Approved to Form Signature:
Printed Name of Person Signing: Ronak Patel	Printed Name of Person Signing: Katherine Wilkins
Title: Deputy County Counsel	Title: Deputy County Counsel
Date Signed:  3/2/23	Date Signed:
Attest Signature:	
Lynn M. Stephens, Commission Coordinator	
Date Signed:	

F.2. **23-14:** Approve Contract with Inland Empire Community Collaborative, Inc. for The Inland Empire Children's Cabinet Project from March 8, 2023 - June 30, 2025  
**(CONTRACT NO. CF23111) [\$282,740 - PROP 10 FUNDS]** - Tammi Graham,  
Executive Director



AGENDA ITEM: 23-14  
DATE OF MEETING: March 8, 2023  
ACTION:   
INFORMATION:

**APPROVE CONTRACT WITH  
INLAND EMPIRE COMMUNITY COLLABORATIVE, INC.  
FOR THE INLAND EMPIRE CHILDREN’S CABINET PROJECT  
FROM MARCH 8, 2023 – JUNE 30, 2025 (CONTRACT NO. CF23111)  
[\$282,740 – PROP 10 FUNDS]**

**SUMMARY OF REQUEST**

Approve Contract No CF23111 with Inland Empire Community Collaborative, Inc. (IECC), for an amount not to exceed \$282,740 effective March 8, 2023 – June 30, 2025, for the Inland Empire Children’s Cabinet Project.

**BACKGROUND**

The IECC has been developing, establishing, and providing backbone support to a two-county Children’s Cabinet system for over a year. First 5 staff and Commissioners have actively participated to establish the first two-county children’s cabinet in the nation by addressing the needs and gaps in family’s ability to build a better future for children in the Inland Empire. IECC’s proposal has six (6) key project components that ensure high quality services are provided efficiently and with fidelity to the approach to create and sustain the IE Children’s Cabinet.

IECC is requesting funding from First 5 Riverside County and First 5 San Bernardino to support three (3) of the six key project components (components 1, 3 and 6 as described in the attached workplan). To ensure broad support from private and public sector funders, IECC has secured support for the additional three components (2, 4 and 5) through private foundation funding, including The Gates Foundation and The California Wellness Foundation, with additional funding requests pending with The California Endowment, Inland Empire Health Plan Foundation and CERI – Sierra Health Foundation. funding to support the IE Children’s Cabinet. The Inland Empire (IE) Children’s Cabinet Project aims to build a two-county Children’s Cabinet to support

children, youth, and families to improve the ability to advance health and racial equity in our communities.

## **RECOMMENDED ACTION**

That the Commission:

1. Approve Contract No. CF23111 with Inland Empire Children’s Cabinet, Inc. for an amount not to exceed \$282,740 effective March 8, 2023 – June 30, 2025, for the Inland Empire Children’s Cabinet Project in substantially the same form as the draft Contract No. CF23111 attached hereto and authorize the Executive Director to sign the contract on behalf of the Commission, subject to County Counsel approval as to form; and
2. Authorize the Executive Director, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of Contract No. CF23111, on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract without requiring further action from the Commission.

## **BUDGET IMPACT**

Adequate appropriation exists in the FY 22/23 budget (938001-25800-92980-527980). Additional funding will be included in the subsequent fiscal year’s proposed budget.

## **STRATEGIC PLAN RELEVANCE**

Countywide Programs

## **POTENTIAL CONFLICTS OF INTEREST**

Commissioner Zachary Ginder

## **ATTACHMENTS**

1. 23-14 Attachment 1 - CF23111 IECC Children’s Cabinet
2. 23-14 Attachment 2 - IE Children’s Cabinet - F5 Riverside Proposal - Final Summary

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION  
 CONTRACT  
 INVESTMENT OF FUNDS  
 585 Technology Court  
 Riverside, California 92507

RCCFC AWARD: **CF23111**

CONTRACTOR: **Inland Empire Community Collaborative, Inc.**

CONTRACT TERM: **03/08/2023 – 06/30/2025**

MAXIMUM REIMBURSABLE AMOUNT: **\$282,740.00**

The CONTRACTOR, Inland Empire Community Collaborative, a California nonprofit corporation, designated above is hereby certified for an investment of funds in an amount not to exceed \$282,740.00.

**Compensation:** The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the “Contract”) shall not exceed \$282,740 as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside, (hereinafter the “COMMISSION” or “COUNTY”), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10, to provide services and results as set forth in Attachments A, B, C and D attached hereto as incorporated herein by reference, subject to the following terms and conditions:

**IN WITNESS WHEREOF**, COMMISSION and CONTRACTOR have executed this Contract.

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Tammi Graham, Executive Director	Susan Gómez
Date Signed:	Chief Executive Officer
585 Technology Court Riverside, CA 92507-2423	1887 Business Center Dr., Ste 3 San Bernardino, CA 92408
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Ronak Patel, Chief Deputy County Counsel	ATTEST SIGNATURE:
Date Signed:	Lynn M. Stephens Commission Coordinator
	Date Signed:

**RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION**

**CONTRACT TERMS AND CONDITIONS**

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## Terms and Conditions

### 1. NOTICES

All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after deposit in the United States mail, postage prepaid:

COMMISSION:

Tammi Graham, Executive Director  
First 5 Riverside  
585 Technology Court  
Riverside, California 92507

CONTRACTOR:

Susan Gomez, Executive Director  
IECC  
1887 Business Center Dr., Ste 3  
San Bernardino, CA 92408

Or to such other address as the parties may hereafter designate in writing.

### 2. SOURCE AND SCOPE OF CONTRACT

- A. This Contract award is valid and enforceable only if sufficient funds are available to the COMMISSION from Proposition 10 tax dollars for the total term of the Contract. It is mutually agreed that if the State does not appropriate sufficient Proposition 10 funds, this Contract shall be amended to reflect any reduction in funds.
- B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the State of California, which may affect the provisions, terms, or funding of this Contract in any manner.
- C. This Contract award is designated for an investment of funds to provide services to address Child Health & Development, Quality Early Learning or Resilient Families in accordance with the current COMMISSION Strategic Plan. Services are to be provided to benefit children 0 through 5 years of age (may also be abbreviated as "0-5") who reside in Riverside County.

### 3. DEFINITIONS

Terminology included within the Terms and Conditions of the Contract are defined by the Riverside County Children & Families Commission as stated below:

**Commission:** The Riverside County Children & Families Commission, an assembly of Commissioners appointed by the Riverside County Board of Supervisors, which is responsible for establishing policy and directing Proposition 10 funds at the County level.

**Contractor:** The government or other legal entity to which the Contract is awarded and which shall be accountable to the Commission for the use of funds provided.

**County:** The Riverside County Children & Families Commission, the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

**Data Management System:** An online data management system used to collect and analyze client demographics, services, and target accomplishments.

**Executive Director:** The designated lead director of the Commission.

**Fiscal Year:** The Commission's fiscal year is July 1 through June 30.

**Performance Target:** The specific results that a CONTRACTOR will commit to achieving as outlined in the Scope of Work.

**Performance Target Accomplishment Schedule:** The specific timeline that a CONTRACTOR will commit to adhere to achieving specific results as outlined in the Scope of Work.

**Probationary Status:** CONTRACTOR is given notice of non-compliance after failing to correct deficiencies and has been placed in a status that may require additional monitoring, announced and unannounced visits, additional reporting by CONTRACTOR, an evaluation by COMMISSION staff and a report to the COMMISSION inclusive of recommendations regarding the disposition of the Contract.

**Scope of Work (SOW):** A documented qualitative and quantitative description of the project deliverables (i.e., what the CONTRACTOR is funded to do).

#### **4. TERM**

The term of this Contract shall be from **03/08/2023** through **06/30/2025** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

#### **5. COMPLIANCE, DISALLOWANCE, WITHHOLDING**

If CONTRACTOR fails to comply with any conditions contained within this Contract, the COMMISSION may place the CONTRACTOR in a probationary status, temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost of activity not in compliance, and/or request repayment to the COMMISSION if any disallowance is rendered after audit findings. Written notification of non-compliance will be sent to the identified contact person and the CONTRACTOR'S Executive Director or other lead staff authorized by the CONTRACTOR'S governing board or ownership within twenty (20) working days.

#### **6. TERMINATION**

**A. By COMMISSION:** The COMMISSION may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, the CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise).

##### **1. Termination for cause:**

**a. Due to Default or Breach of Contract.** Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the COMMISSION may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COMMISSION provides CONTRACTOR the opportunity to cure breach within twenty (20) working days of receipt of notice, and CONTRACTOR does so to COMMISSION'S satisfaction.

**b. Due to Health and Safety Concerns of Clients.** The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract may also be immediately terminated at the sole discretion of the COMMISSION if the

CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

- c. **Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.
- d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.
- e. **Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**B. By CONTRACTOR:** CONTRACTOR may terminate this Contract in whole or in part upon thirty (30) calendar days' written notice to the COMMISSION.

## **7. REQUIREMENT OF SUPPLEMENTING PROGRAM**

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 funds shall ONLY be used to supplement a CONTRACTOR'S program. The COMMISSION endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

## **8. DATA MANAGEMENT**

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the COMMISSION. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports (PPR), utilization of the COMMISSION developed reporting systems and Administrative Review formats and required training(s) to familiarize and implement the results-based accountability framework. The COMMISSION continues to refine its evaluative processes that will assist the COMMISSION, its CONTRACTORS and the community to successfully increase and measure the impact of the Proposition 10 in Riverside County. Where appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative

processes. Specific areas may include but are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

## **9. SCOPE OF WORK (SOW)**

- A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.
- B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.
- C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).
- D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.
- E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

## **10. REIMBURSEMENT OF COSTS**

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by COMMISSION action. Reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the SOW and methodology contained in Attachment A as determined by the COMMISSION. The COMMISSION shall allocate the funds to CONTRACTOR as follows:

- A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

- B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

## **11. FISCAL AND PROGRAM REPORTING REQUIREMENTS**

### **A. Fiscal Reporting**

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4<sup>th</sup> quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR.

If applicable, CONTRACTOR shall provide copies of the claim report submitted monthly for Medi-Cal and/or any other state or federal reimbursements. In addition, the CONTRACTOR will provide the subsequent revenue reports that will reconcile the claim reports.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due as described in paragraph one of this section. All reimbursement costs not submitted at the time of the Final Fiscal Expenditure Report will be disallowed.

Payment information, including amount, payment reduction or payment withheld may be obtained by the CONTRACTOR via the data management system.

### **B. Program Reporting**

As requested by COMMISSION, CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR'S services or to provide information about CONTRACTOR'S program. CONTRACTOR shall report program and demographic data on participants, where appropriate, service and outcome data with measurement tools approved by COMMISSION. CONTRACTOR shall enter data (quantitative and qualitative) in the evaluation database system designated by COMMISSION. CONTRACTOR shall submit complete data, in accordance with the SOW.

## 1. Monthly Reporting

CONTRACTOR shall input and submit program data into the COMMISSION'S data management system on a monthly basis and input must be completed by the 20<sup>th</sup> of the month following Contract performance. If the reporting due date falls on a weekend or holiday, the due date will be on the following business day. The due date for program data submitted in the 4<sup>th</sup> quarter (April, May and June) may be modified by COMMISSION as required to meet internal COUNTY and State reporting deadlines. Modified due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Any changes that occur with program data input must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the change.

Example: Changes to program data in the first quarter must be adjusted and reconciled before the end of the 2nd quarter (December 30<sup>th</sup>, as reported in the January 30<sup>th</sup> report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly program data input and quarterly Program Progress Report (PPR) responsibility.**

## 2. Quarterly and Annual Reporting

CONTRACTOR shall submit Program Progress Reports (PPR) which includes quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in the SOW and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course corrections, client success stories, sustainability and public awareness/policy change activities for the quarter. CONTRACTOR is required by the COMMISSION to complete and submit Program Progress Reports electronically via the COMMISSION'S data management system.

For each reporting period, CONTRACTOR shall provide the COMMISSION with a Program Progress Report within thirty (30) calendar days from the end of the reporting period. In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Quarterly Program Progress Reporting due dates for each Contract period are as follows:

- QUARTER 1 (July 1 – September 30): Report Due October 30
- QUARTER 2 (October 1 – December 31): Report Due January 30
- QUARTER 3 (January 1 – March 31): Report Due April 30
- QUARTER 4 (April 1 – June 30): Report Due July 30 (Final Cumulative Program Progress Report), Quarter 4 due date may be modified by COMMISSION as necessary to meet County and/or State reporting deadlines.

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. The first quarterly report is due **March 30<sup>th</sup> of the current fiscal year.**

CONTRACTOR agrees that failure to submit reports as specified will be sufficient cause for the COMMISSION to withhold any payment due until reporting requirements have been fulfilled.

## **12. REIMBURSEMENT OF FUNDS TO THE COMMISSION**

If CONTRACTOR has been overpaid in the previous fiscal year, the COMMISSION will, in instances where the Contract is renewed, reduce subsequent payment(s) to recover the amount overpaid.

Notwithstanding any other provision herein, CONTRACTOR agrees to reimburse, in full, all funds received from the COMMISSION, upon request of the COMMISSION, where such funds as determined by the COMMISSION are not or have not been utilized by CONTRACTOR for purpose as intended by the COMMISSION. The terms and conditions of reimbursement shall be at the sole discretion of the COMMISSION. This provision is not terminated upon termination of this Contract.

## **13. COMMISSION FISCAL REQUIREMENTS**

### **A. Budget Revisions**

A Budget Revision Form may be submitted by the CONTRACTOR to the COMMISSION to modify budget line(s) of the approved budget. The request must indicate the proposed line item change, the budget as amended applying the requested change, a written justification for each requested change, and signed by an authorized representative. The request cannot result in any alteration or degradation to the program services and performance targets as specified in this Contract.

The COMMISSION Executive Director (or designee), on behalf of the COMMISSION, has the authority to approve or deny the request, provided that the modification does not deviate from the original intent of the Contract or increase the total Contract amount. CONTRACTOR is limited to two (2) budget revisions per fiscal year.

The CONTRACTOR must submit any Budget Revision Forms to the COMMISSION or designee no later than **March 31st** of the fiscal year.

### **B. Amendments**

Necessity for budget amendments to this Contract will be determined by the COMMISSION Executive Director (or designee) and may include, but are not limited to, Contract increases or decreases and significant changes to the Scope of Work (SOW). All budget amendments to the Contract shall require formal approval of the COMMISSION Executive Director acting on behalf of the COMMISSION, as provided herein before such amendments are effective. Major budget amendments, as determined by the COMMISSION Executive Director, in consultation with County legal counsel, will require formal approval of the COMMISSION. Contract budget amendments shall be considered until March 31st of each fiscal year.

### **C. Cost Allocation Plan**

CONTRACTOR shall have or will establish a Cost Allocation Plan (CAP) to identify prorated costs shared by multiple funding sources, including Proposition 10 funds. CONTRACTOR shall identify any other funding sources and organizations whose cooperation/participation is necessary to ensure the success of the project. CONTRACTOR'S CAP must be approved by CONTRACTOR'S appropriate governing body and submitted with the executed Contract.

A CAP is defined as a written summarization that documents the methods and procedures CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair

share, of the total costs. The CONTRACTOR must have a method of identifying and distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

A written CAP is required if any of the conditions below are met:

- a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.
- b. A single-funded staff member shares time between two or more COMMISSION funded programs.
- c. The same facilities and/or resources are utilized by more than one funded program.

#### **D. Overhead/Indirect Costs**

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.
2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.
3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.
4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

#### **E. Revenues Received**

All revenue received by the CONTRACTOR (except funds received from the COMMISSION) to operate the program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

#### **F. Payroll Taxes**

The COMMISSION shall not be directly responsible for the payment of any taxes on the CONTRACTOR'S behalf. In the event that the COMMISSION is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the COMMISSION for the full value of such paid taxes plus interest and penalty, if any. Taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

### **G. Payor of Last Resort**

CONTRACTOR shall obtain funding through sources other than the COMMISSION to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as Medi-Cal, Healthy Families, federal or state-funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. CONTRACTOR must provide written verification upon request.

## **14. CONTRACTOR AUDIT REQUIREMENTS**

- A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.
- B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

## **15. INVENTORIABLE EQUIPMENT**

- A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars (\$1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars (\$1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.
- B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

- C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars (\$1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

## **16. REVERSION OF ASSETS**

**Real or Personal Property Assets.** Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in-whole or in-part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the COMMISSION and CONTRACTOR, where the original cost exceeded one thousand dollars (\$1,000.00) shall either be: (1) used by CONTRACTOR for the services described in the SOW for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in the SOW; or (2) disposed of and proceeds paid to the COMMISSION in a manner that results in the COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR'S out of pocket expenditures using non-commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

- A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.
- B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

## **17. TOBACCO CONTROL POLICY**

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the COMMISSION funded activities. The Comprehensive Tobacco Control Policy, as attached hereto.

## **18. CONDUCT OF BUSINESS**

**CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in Termination of Contract.**

- A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

- B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.
- C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.
- D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.
- E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.
- F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.
- G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.
- H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.
- I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.
- J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.
- K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

## **19. RECORDS MANAGEMENT AND MAINTENANCE**

- A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

- B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.
- C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.  
  
This requirement includes:
  - a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and
  - b. Submission of the Program Progress Report on a quarterly basis.
- D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.
- E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).
- F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.
- G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

## **20. PUBLIC DISCLOSURE OF DOCUMENTS**

CONTRACTOR acknowledges and agrees that information, communications, and documents given to the COMMISSION during meetings involving COMMISSION members, staff, finance or COMMISSION Advisory Committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the COMMISSION in order that it may fully comply with the requirements of such laws and regulations.

## **21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION**

- A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government.

Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

- B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.
- C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.
- D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

## **22. GOVERNING LAW AND VENUE**

- A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.
- B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.
- D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

## **23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES**

- A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.
- B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.
- C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
  2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and
  4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.
- D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.
- E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.
- F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

#### **24. PUBLICITY AND ATTRIBUTION REQUIREMENTS**

- A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.
- B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

“Made possible by funding from First 5 Riverside”  
“Funded by First 5 Riverside”

“Funded by First 5 Riverside - the Riverside County Children & Families Commission”

"Hecho posible por medio de fondos de Primeros 5 Riverside"  
"Financiado por Primeros 5 Riverside"

For events, conferences or programs with multiple funders, one of the following attributions shall be used:

"Funded in part by First 5 Riverside"

"Funded in part by First 5 Riverside - the Riverside County Children & Families Commission"

"Made possible by funding from First 5 Riverside"

"Financiado parcialmente por Primeros 5 Riverside"

"Financiado parcialmente por Primeros 5 Riverside - Comisión de Niños y Familias del Condado de Riverside"

When space is limited (i.e., buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTOR shall contact the COMMISSION'S Public Information Specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.

- C. The approved First 5 Riverside logo (graphic) shall be used on materials specific to the COMMISSION funded program. CONTRACTOR shall use the approved First 5 Riverside logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside graphics attribution standard as posted on the COMMISSION public website ([www.First5Riverside.org](http://www.First5Riverside.org)).
- D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.
- E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website ([www.First5Riverside.org](http://www.First5Riverside.org)).

## **25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY**

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the COMMISSION. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments, hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction or proselytizing.

## **26. WORK PRODUCT**

- A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract

is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.

- B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

## **27. NON-DISCRIMINATION**

Pursuant to the Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, CONTRACTOR shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal Laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through the California Department of Health Care Services. This Contract hereby incorporates by reference the provisions of Title 2, California Code of Regulations, Section 11105 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, California Code of Regulations, Section 11105 et seq. and further agrees to include this Non-Discrimination clause in all subcontracts to perform services under this Contract.

## **28. CHILD ABUSE REPORTING**

CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

- A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;
- B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;
- C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

## **29. DEPARTMENT OF JUSTICE CLEARANCE**

CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code

Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

CONTRACTOR must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

### **30. ADULT AND ELDER ABUSE REPORTING**

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) working days.

### **31. INDEPENDENT CONTRACTOR**

It is understood and agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the CONTRACTOR and the COMMISSION. The CONTRACTOR, nor CONTRACTOR'S officers, agents, employees or subcontractors, shall not be entitled to any COMMISSION paid employee benefits, including Workers' Compensation.

### **32. HOLD HARMLESS/INDEMNIFICATION**

CONTRACTOR shall indemnify and hold harmless COMMISSION, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to in this section as the "COUNTY") from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives under this Contract. CONTRACTOR shall defend the COUNTY at CONTRACTOR'S sole expense, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards), the COUNTY in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at sole cost, have the right to use counsel of choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the COUNTY as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Contract shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

In the event there is a conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

- A. If CONTRACTOR is a public entity, as defined by applicable law, the COMMISSION and CONTRACTOR, to the extent that liability may be imposed on the COMMISSION by the provisions of Government Code Section 895.2, shall be liable for acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either the COMMISSION or CONTRACTOR'S, employees or representatives, performance or omission of any act or responsibility of either party under this Contract. In the event that a claim is made against both the COMMISSION and CONTRACTOR, both parties shall cooperate in the defense of said claim and to cause insurers to do likewise.
- B. CONTRACTOR agrees to indemnify the COMMISSION for all federal/state withholding or state retirement payments, which the COMMISSION may be required to make by the federal or state government as a result of this Contract. If for any reason, CONTRACTOR is determined not to be an independent contractor to the COMMISSION in carrying out the terms of the Contract, such indemnification shall be paid in full to the COMMISSION upon sixty (60) calendar days written notice to CONTRACTOR if a federal and/or state determination is made that such payment is required.

### **33. INSURANCE**

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. Pertinent to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

#### Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than one million dollars (\$1,000,000) per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

#### Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross-liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insureds. Policy limit of liability shall not be less than one million dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

#### Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. The policy shall name the COUNTY as Additional Insured.

Professional Liability Insurance:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'S performance of work included within this Contract, with a limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Contract and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue as long as the law allows.

General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY'S Risk Manager waives a requirement or a particular insurer, such waiver is only valid for that specific insurer and only for one (1) policy term.
2. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds five hundred thousand dollars (\$500,000) per occurrence such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the COUNTY and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention with respect to this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and/or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) working days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR'S insurance carrier(s) policies does not meet the minimum notice of requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a thirty (30) day Notice of Cancellation Endorsement.
4. In the event of a material modification, cancellation, expiration or reduction in coverage, this Contract shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsement and if requested, certified original policies of insurance including all endorsements and all other attachments as required in this Section. An individual

authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5. It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
6. If during the term of this Contract or any extension thereof there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the SOW; or this Contract, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverage currently required herein, if in the COUNTY Risk Manager's reasonable judgment the amount or type of insurance carried by the CONTRACTOR has become inadequate.
7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
8. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. CONTRACTOR agrees to immediately notify COUNTY in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

Adjustment and/or Waiver of Requirements:

The COMMISSION Executive Director (or designee), in consultation with the COUNTY'S Risk Manager, may adjust the insurance requirements set forth herein as deemed necessary for the Contract, and/or may waive insurance requirements where not applicable to the Contract. Insurance endorsements shall be submitted to the COMMISSION upon submission of the fully executed Contract, but no later than when contract work commences.

**34. ASSIGNMENT**

This Contract shall not be assigned by CONTRACTOR, either in whole or in part, without prior written consent of the COMMISSION, as approved and authorized by formal action of the COMMISSION.

**35. ALTERATION AND/OR AMENDMENT**

No alteration, amendment, or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto. Oral understandings of Contract not incorporated herein shall not be binding on any of the parties hereto. As provided herein, the COMMISSION Executive Director, acting on behalf of the COMMISSION, may alter or revise this Contract on behalf of the COMMISSION. Material alterations and/or amendments, as determined by the COMMISSION Executive Director in consultation with County legal counsel, will require formal approval of the COMMISSION. Except as provided herein, the parties expressly recognized that individual COMMISSION members, COMMISSION Advisory Committee members, or staff to the COMMISSION is without authorization to either change or waive any material requirements of this Contract without formal action of the COMMISSION.

**36. CONFLICT OF INTEREST**

CONTRACTOR shall have no economic interest and shall not acquire any economic interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Contract.

**37. WAIVER AND SEVERABILITY**

Any waiver by the COMMISSION of any breach or default hereof by CONTRACTOR shall be deemed to be a waiver of any preceding or succeeding breach or default hereof, and no waiver shall be operative unless the same shall be in writing. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof shall remain in full force and effect without being impaired or invalidated in any way.

**38. DISALLOWANCE**

In the event CONTRACTOR receives payment for services under this Contract, which is later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to the COMMISSION upon request. The COMMISSION retains the option to offset the amount disallowed from any payment due to the CONTRACTOR under this Contract, or under any other Contract between CONTRACTOR and the COMMISSION.

**39. OFFICIAL DOCUMENTS**

Upon the Contract approval by the COMMISSION, and full execution of the Contract by COMMISSION and CONTRACTOR, one (1) fully executed copy will be sent to the CONTRACTOR. Such copy shall be the officially approved Contract for the conduct of the approved project.

**40. ENTIRE CONTRACT**

This Contract, inclusive of all attachments and exhibits, constitutes the entire Contract between the parties. Any modifications to the terms of this Contract shall be by the provisions detailed in the Section entitled "Alteration and/or Amendment" herein.

**41. NONEXCLUSIVE CONTRACT**

CONTRACTOR understands that this is not an exclusive Contract and that the COMMISSION shall have the right to negotiate with and enter into Contracts with others providing the same or similar services as those provided by CONTRACTOR as the COMMISSION desires and at the sole discretion of the COMMISSION.

**42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT**

CONTRACTOR certifies that the individual signing herein has authority to execute this Contract on behalf of CONTRACTOR and may legally bind CONTRACTOR to the terms and conditions of this Contract and any attachments hereto.

**43. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State, and Federal law now in force or which may hereafter be in force with regard to this Contract. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action against CONTRACTOR, whether the COMMISSION be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and the COMMISSION.

#### **44. CONFLICTS IN INTERPRETATION**

In the event of conflict in interpretation by the parties of the provisions contained in the numbered sections of this Contract and the provisions contained in the attachments hereto, the provisions of the attachments in the Contract shall prevail over those in numbered sections.

#### **45. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

## ATTACHMENT A: SCOPE OF WORK

Component 1: Codification of Governance Structures and Sustainability	
Strategic Framework	<ul style="list-style-type: none"> <li>• Support the development a 3-year strategic framework and shared strategies</li> <li>• Assist in setting annual goals with each cabinet committee</li> <li>• Support the development of an Implementation Plan</li> </ul>
Organizational Charter and Bylaws	<ul style="list-style-type: none"> <li>• Support the development the cabinet Charter and Bylaws</li> <li>• Support the development of rules for succession, elections, cabinet vacancies/appointments, voting, etc.</li> <li>• Clearly define and establish roles and responsibilities of all cabinet members and leadership</li> <li>• Design guidelines for inclusive, equitable, and effective collaboration.</li> </ul>
Fund Development	<ul style="list-style-type: none"> <li>• Coordinate collaborative applications focusing on federal and state dollars</li> <li>• Create a repository of essential grant documents</li> <li>• Create a grant tracking tool</li> <li>• Coordinate the development of MOUs among collaborative agencies</li> </ul>
Component 3: Provide Logistical Support	
Coordinate Meetings	<ul style="list-style-type: none"> <li>• Schedule meetings</li> <li>• Prepare agendas and documents for meetings</li> <li>• Facilitate monthly meetings</li> </ul>
SharePoint Access to Resources	<ul style="list-style-type: none"> <li>• Maintain SharePoint documents and resources</li> <li>• Consistently publish events relevant to cabinet goals and priorities</li> <li>• Consistently publish relevant news articles and stories</li> </ul>
Training and Orientation	<ul style="list-style-type: none"> <li>• Train members and chairpersons on how to maintain resources on SharePoint and provide ongoing technical assistance</li> <li>• Orient new members to ongoing cabinet work and progress</li> <li>• Create an orientation packet for new members</li> </ul>

Component 6: Communication Administration and Evaluation	
Project Meetings	<ul style="list-style-type: none"> <li>• Meet on a weekly to provide project updates and redefine priorities</li> </ul>
Staff and subcontractors	<ul style="list-style-type: none"> <li>• Create contracts for subcontractors and new hires</li> <li>• Onboard and orient new hires to project plans</li> </ul>
Funding	<ul style="list-style-type: none"> <li>• Search for grant opportunities on a weekly basis</li> <li>• Update Grant database</li> <li>• Create a SharePoint site for IECC staff and contractors</li> </ul>
Fiscal and Administrative tasks	<ul style="list-style-type: none"> <li>• Create Monthly Invoices and reconciling accounts</li> <li>• Review plans for contract compliance</li> </ul>
Evaluation and Final	<ul style="list-style-type: none"> <li>• Conduct Monthly/quarterly evaluations of cabinet progress</li> <li>• Create final report to funders.</li> </ul>

**ATTACHMENT B: BUDGET**

<b>Project Budget</b>			
<b>Year</b>	<b>Professional Fees</b>	<b>Operational Expenses*</b>	<b>Total Budget</b>
<b>Year 1 (3/8/2023 - 06/30/2023)</b>	\$ 28,070.00	\$ 17,030.00	\$ 45,100.00
<b>Year 2 (7/1/2023 - 06/30/2024)</b>	\$ 73,252.00	\$ 45,568.00	\$ 120,356.00
<b>Year 3 (7/1/2024 - 06/30/2025)</b>	\$ 73,252.00	\$ 45,568.00	\$ 120,356.00
<b>TOTAL BUDGET</b>	<b>\$ 174,574.00</b>	<b>\$ 108,166.00</b>	<b>\$282,740.00</b>

Year 1 Proposed Budget prorated for 4 months March – June 2023.

\* Indirect- not to exceed 10% of Salary and Benefit Costs may be applied to Operational Expenses budget.

## ATTACHMENT C: PAYMENT PROVISIONS

### A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **\$330,083** for the duration of the Contract period as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

CONTRACT PERIOD: **03/08/2023 – 06/30/2025**

#### 1. Method, Time, and Schedule Conditions of Payment

- a. The COMMISSION will disburse funds on a reimbursement payment process based on the Contract Budget (Attachment "B") amount for the applicable fiscal year and monthly report submissions. Payment will be rendered thirty (30) business days from submission of all required documentation and/or the reporting deadline.
- b. Disbursement of any payment of funds to CONTRACTOR shall be made so long as all of the following conditions have been met:
  1. The Contract has been approved by the COMMISSION;
  2. The Contract has been fully executed by all parties;
  3. All applicable licenses to comply with the terms of the SOW are current and valid; and
  4. The CONTRACTOR submits monthly itemized invoices, via the data management system to include the supporting documentation separated by a cover sheet in front of each expense category. Documentation shall include; payroll register or report, time & activity report and/or, timesheets, statement of costs, copy of invoice or receipt, mileage report(s), copy of check(s) or proof of payment; and
  5. COMMISSION staff has reviewed and approved Cost Allocation Plan (if applicable).
- c. Under special circumstances, CONTRACTOR may request advance disbursements. A supplemental disbursement request along with justification must be submitted, in writing, to the Executive Director or designee.
- d. The COMMISSION Executive Director, or designee, reserves the right to withhold or reduce disbursement of funds if CONTRACTOR fails to 1) comply with monthly and/or quarterly reports by the indicated due date as set forth in Section 11 of the Contract; 2) if results achieved are not as projected and no COMMISSION approved plan is in place for improvement; or 3) if the CONTRACTOR is not in compliance with any provision contained within this Contract.
- e. The final funding period amount approved for the applicable fiscal year will be paid based on final expenditures as of June 30th, and reported as of the final deadline to submit program expenditures defined in Section 11. Fiscal and Program Reporting Requirements, A. Fiscal Reporting. Expenditures made after June 30th will not be accepted.

#### 2. Allowable Costs

Funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget.

- a. Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the COMMISSION. CONTRACTOR agrees COMMISSION may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary, or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.
- b. The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food are based on the current IRS allowable rate.
- c. Contractor shall obtain approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by COMMISSION management.

**ATTACHMENT D:  
COMPREHENSIVE TOBACCO CONTROL POLICY**

As a material condition of the Contract, the CONTRACTOR shall agree that the CONTRACTOR and the CONTRACTOR'S employees, while receiving funding from the COMMISSION:

1. Shall not use tobacco products while using the CONTRACTOR'S property e.g., vehicle, equipment; and
2. Shall not sell, offer, or provide tobacco products on CONTRACTOR 'S premises; and
3. Shall have tobacco education and cessation materials visibly available and accessible to clients participating in activities funded by Proposition 10 funds; and
4. Shall assure that the CONTRACTOR and its employees have no current business association or relationship with the tobacco industry, and further agrees to neither accept nor solicit financial contributions, sponsorships, gifts, or services from any tobacco company, executive, or tobacco-related function; and
5. Shall make a reasonable effort to divest of all investments in companies that derive fifteen percent (15%) or more of revenues from tobacco.

The COMMISSION may terminate for default or breach of this Contract and any other Contract the CONTRACTOR has with the COMMISSION, if the CONTRACTOR or CONTRACTOR'S employees, are determined by the COMMISSION Executive Director (or designee), not to be in compliance with the conditions set forth herein.

If the CONTRACTOR or CONTRACTOR'S employees are determined by the COMMISSION Executive Director (or designee) not to be in compliance with the conditions set forth herein, the COMMISSION may terminate for default or breach of this Contract and any other Contract the COMMISSION has with the CONTRACTOR.

In instances where the CONTRACTOR is part of a larger entity, and where the entity has an investment policy set by governance officials other than the CONTRACTOR, and the CONTRACTOR is not directly involved in such investment decisions, CONTRACTOR agrees to the provisions herein as required in the programs and activities under the direct control of the CONTRACTOR to the satisfaction of the COMMISSION Executive Director (or designee). Activities of the larger entity other than investment decisions, which are not under the direct control of CONTRACTOR, shall not be considered to be in violation of CONTRACTOR'S activities pursuant to the policy.



## Proposal to First 5 Riverside

Inland Empire Children's Cabinet Project:

Three-Year Project Proposal SUMMARY

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Building 2-County Children's Cabinet to support children, youth, and families to improve the ability to advance health and racial equity in our communities.

Prepared November 28, 2022

By the Inland Empire Community Collaborative



Inland Empire Community Collaborative

[www.ieccnonprofit.org](http://www.ieccnonprofit.org)

**For questions regarding this proposal, please contact:**

Susan Gómez, Chief Executive Officer

[susangomez@ieccnonprofit.org](mailto:susangomez@ieccnonprofit.org)

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## Project Introduction

Inland Empire Community Collaborative (IECC) appreciates the opportunity to submit a proposal to fund the Inland Empire Children Cabinet (IE Children’s Cabinet). This document is a summary of the full proposal submitted in April 2022 in which IECC outlined the scope, objectives, deliverables, timing, and fees associated with the IE Children’s Cabinet Project.

IECC has been developing, establishing, and providing backbone support to a two-county Children’s Cabinet system for over a year. For the last decade, IECC has helped nonprofits in the region develop their own capacity and enhance their ability to provide critical programs and services to communities in the region. The mission of the IECC is to support nonprofits to collectively advocate in making the region more equitable, diverse, and just, through capacity building strategies and collaboration.

We are driven to systemically improve the quality of life for children and families in the IE by advocating for data driven policy and advocacy. Addressing the needs of communities that have been historically marginalized is critical to securing the socioeconomic future of children and families in the region. We believe the only way to achieve these efforts is to grow regional capacity through building a coalition of like-minded organizations and community stakeholders that work toward improving the lives of children and families in the IE. The establishment of a two-county children’s cabinet is something that has not been undertaken. It would be a first in the nation effort. This project has the potential to serve as a model for the nation moving forward by addressing the needs and gaps in a family’s ability to build a better future for children in the Inland Empire.

### Why a Children’s Cabinet?

Imagine if leaders of all the agencies and organizations that serve children and youth in our community came together at one table to improve their collective ability to meet the needs of children. Picture the superintendent of schools talking with the director of Big Brother’s Big Sister’s strategizing with the health commissioner and collaborating with summer and afterschool providers to create a civic ecosystem that enables all children to thrive. We call this the IE Children’s Cabinet.

In most municipalities, there is no designated forum for regular collaboration among all the government agencies and external organizations that serve children and youth. A children’s cabinet provides a space for government agencies, elected officials, and community stakeholders (such as Loma Linda University Hospital, Children’s Fund, and the Boys and Girls Club, parents, youth, faith-based organizations, etc.) to create a shared vision for children in our community and work together to make that vision a reality. Children’s cabinets address young people’s holistic needs as they grow and develop by seamlessly coordinating the supports and services in our community. The long-term goal of all activities undertaken by children’s cabinets is to improve outcomes for children and youth, but the immediate goal of convening leaders is to improve their ability to collaborate.

There is a misconception that schools are the sole source of developing healthy, educated, and productive citizens. Schools are working hard every day to help children in our community succeed, but too many are struggling, especially those who are socioeconomically disadvantaged. Since children are only in school for 20% of their waking hours, we need to look beyond schools to make sure all kids have the supports they need to thrive. Children’s cabinets are an innovative strategy for doing just that. Through a children’s cabinet, school districts and all the government agencies and community organizations that serve kids (recreational centers, enrichment programs, libraries, health clinics, etc.) work together to coordinate services and resources both in and out of school.

Leaders in different systems (health care, human services, foster-care, schools, etc.) can craft better policies and make better decisions by relying on the three following components: (1) develop common goals, (2) share and compare data, and (3) address gaps or duplications in resources. These policies and decisions, in turn, allow the programs and services that they govern to have a greater impact on children and youth. *The Forum for Youth Investment* calls these components the “three gears”. These gears allow small “turns” or changes at the leader level that allow for larger impacts at the population level.

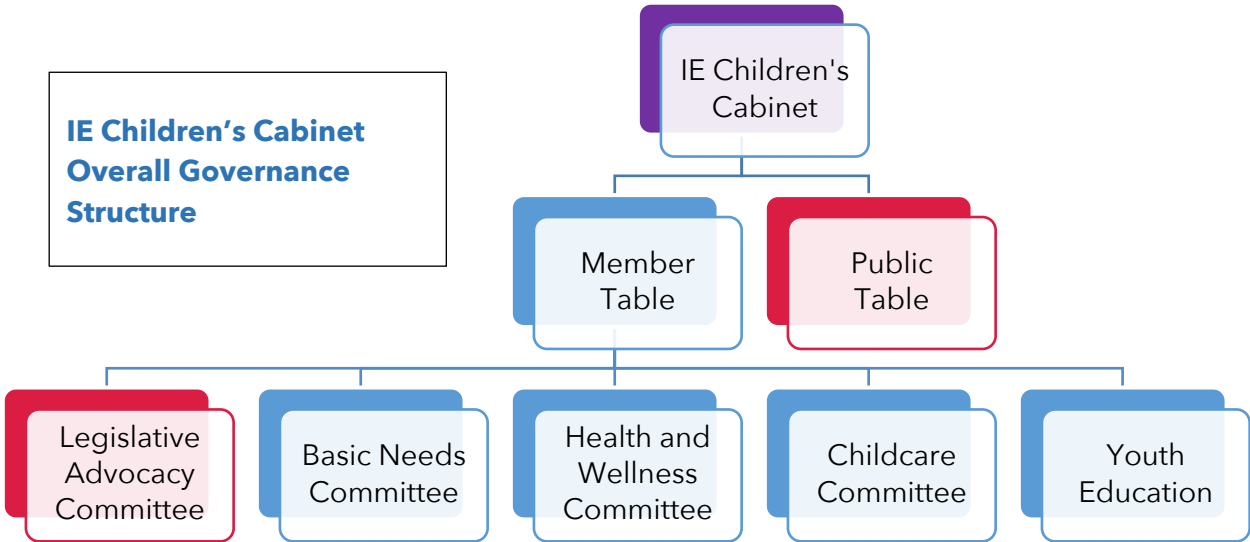
**The IE Children’s Cabinet Pillars**

The IE Children’s Cabinet is focused on drafting policy solutions in four core areas: Basic Needs, Childcare, Youth Education and Health & Wellness. All of these pillars and age groups are encapsulated by the understanding that the policy solutions recommended by this body will be rooted in advocacy and equity.

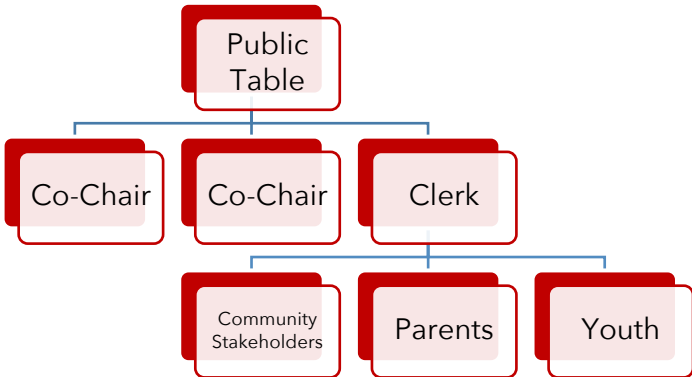


# Proposed Cabinet Structure

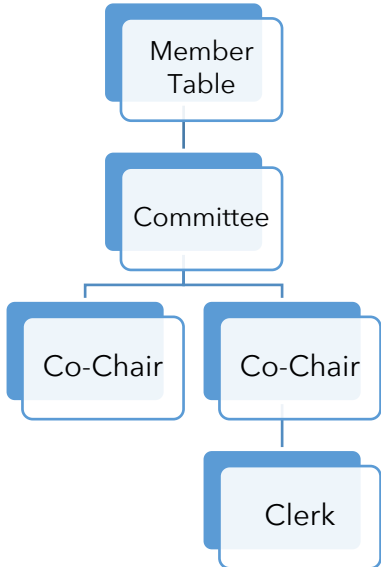
Based on the Local Children’s Cabinet Network (LCCN) Guidelines published by the Children’s Funding Project, Harvard Graduate School of Education, and the Education Redesign Lab. Modifications have been made to the proposed structure based on input from cabinet members early in the process of formation.



## Public Table Structure

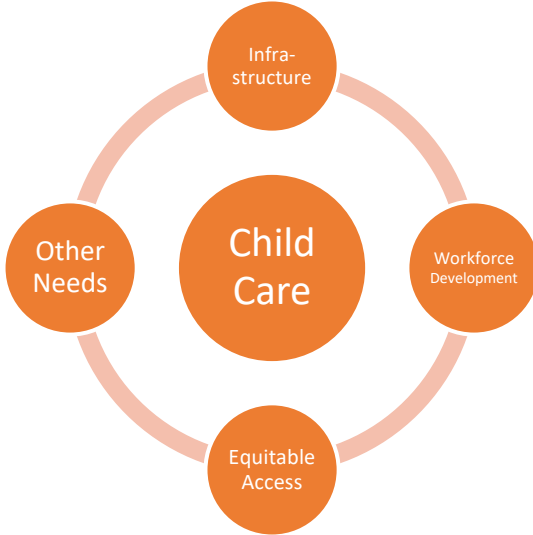
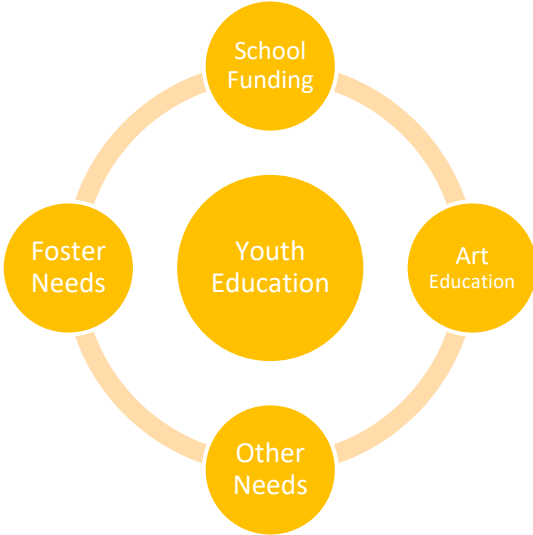


## Committee Structure



**Suggested Committee Areas of Interest**

Each committee that is a part of the Member Table is free to choose how they focus their collaborative efforts in any given year. All topics must include an equity and accessibility component to ensure the work is contributing to a more just Inland Empire. Below are some subjects identified by the Member Table to be priority areas of interest for collaborative work.





## Outcomes

IECC hopes that, through our work, we will be able to achieve the following outcomes:

- **Outcome 1:** Create strategic framework for the IE Children’s Cabinet to improve coordination across both counties around the needs of children.
- **Outcome 2:** Secure and sustain multi-party funding for continued growth and operation of the IE Children’s Cabinet.
- **Outcome 3:** Map the service area of all stakeholders to identify gaps in services for children.
- **Outcome 4:** Conduct evaluations and develop a robust data and learning infrastructure in support of system change and power building.

### Outcome 1

IECC aims to establish a strategic framework around the IE Children’s Cabinet. This is done by supporting the development and ratification of a strategic framework document that is comprised of the IE Children’s Cabinet background, mission, vision, values, results/goals, progress measurements, and defined roles and responsibilities of appointed and elected cabinet members and general membership. Having an established set of documents that govern this body this critical in ensuring that there are written policies, standards, and processes in place to



hold members on track and accountable for actions and responsibilities undertaken by the cabinet.

### Outcome 2

Securing funding is essential to the continued operation and growth the organization’s advocacy efforts. IECC plans on securing funding by applying for and securing grants from multiple funding partners with an interest of advancing the wellbeing of children and families in the region. IECC is currently looking into funding opportunities through private foundations, state, and federal funds. Time will also be devoted to conducting grant searches and developing proposals for potential grant funding opportunities.

### Outcome 3

IECC will map, track, and identify services of cabinet members using Esri ArcGIS mapping software. The data collected through this effort will allow the cabinet to advocate for the equitable distribution of resources more efficiently and effectively by identifying gaps in programming and services. Through the planning and implementation of the Esri Geographic Information System (GIS) hub, the cabinet will support accessible and useful place-based data for partners across the two regions.

### Outcome 4

IECC plans to develop a robust data and learning infrastructure that supports system change and power building efforts that elevate children and families across the region. Evaluation will assess the cabinets impact on the areas of basic needs, childcare, youth education, and health and wellness oriented toward equity and the building capacity of partners toward long term sustainability of results, based on the decision of the IE Children’s Cabinet. Through capacity for data collection and reporting, this project will provide the IE Children’s Cabinet and its committees useful reports on both process and impact of their efforts.

## Desired Results

IECC seeks to build a children’s cabinet that is:

1. **Scalable:** IE Children’s Cabinet is ready for a-countywide expansion/support. Leverage previous funding for private foundation and in-kind support to have other funders to bring the model to scale.
2. **Notable:** A countywide mapping and resource directory to support children, youth, and family to improve the ability to advance health and racial equity in our communities.
3. **Impactful:** Increase collective impact and number of resources and funding for the collective.
4. **Equitable:** Build an ecosystem to build power and advance health and racial equity for children.

These results can be accomplished through preparation, facilitation, and support provided by the IECC as outlined in this proposal.



## Components, Scope, Deliverables, and Activities

The IE Children’s Cabinet Project is based on lessons learned by IECC over the last ten years in San Bernardino County, coupled with key components of policy advocacy and equity efforts recently demonstrated and supported by funders following COVID-19 pandemic. The project scope is designed to expand and strengthen existing capacity building components of both the IECC and community stakeholders, nonprofits, and public entities. In addition, the project scope includes the development and implementation of new components that are focused on generating increased funding for the region with systems level change, and the expansion of infrastructure building efforts of the IE Children’s Cabinet.

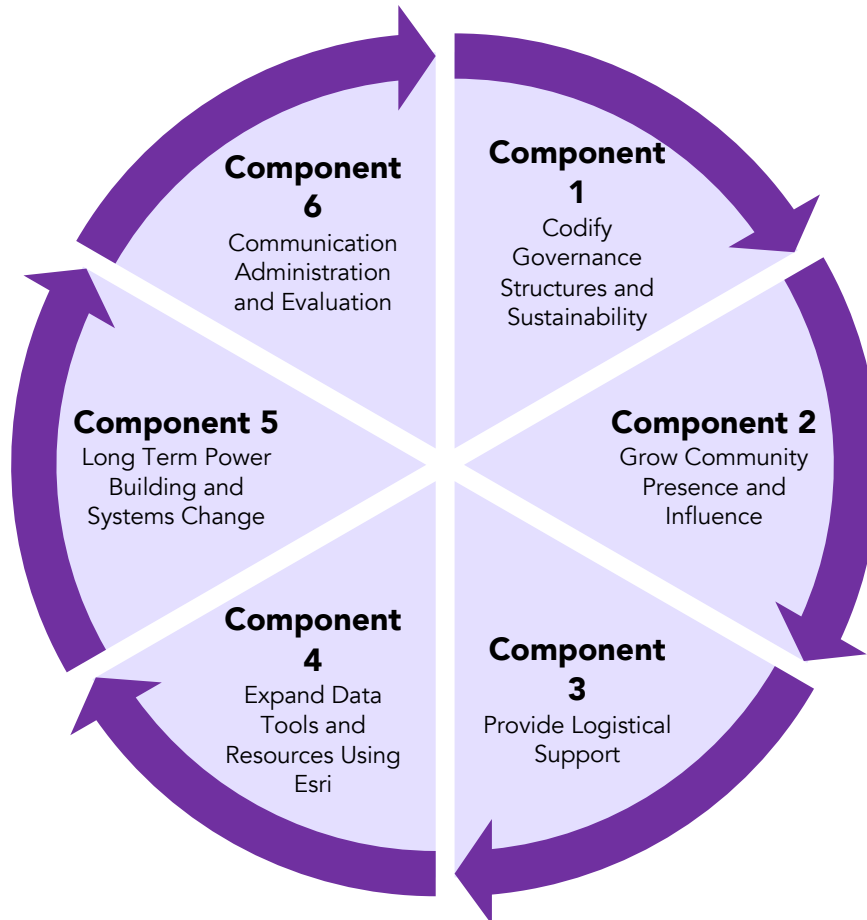
### Shared Activities:

- Develop shared, community-wide goals for children, youth, and families.
- Collaborate on new initiatives to improve opportunity and access.
- Improve coordination of policies and services to break down silos, reduce duplication, and enhance impact within government and with external partners.
- Share and compare data to create a more accurate picture of child, youth, and family wellbeing.
- Examine, align, and leverage resources so that investments have the most powerful impact possible and funding opportunities are maximized.
- Advance equity by cultivating a shared understanding of what equity means and fostering conversation between local government and community voices

- Increase demand for improved and expanded opportunities for all children and youth.

## The Six Project Components

The proposed approach has six key components along with project management through to ensure that high quality services are provided efficiently and with fidelity to the approach that has provided so successful thus far. The six key components are:



The following workplan is divided into 6 critical components essential to effectively building community power to effect systems change through the collaborative efforts of the Inland Empire Children’s Cabinet. (First 5 San Bernardino and First 5 Riverside to fund components 1, 3, and 6)

- **Component 1:** *Codify Governance Structures and Sustainability*
- **Component 2:** *Grow Community Presence and Influence*
- **Component 3:** *Provide Logistical Support*
- **Component 4:** *Expand Data Tools and Resources Using Esri*
- **Component 5:** *Long Term Power Building and Systems Change*
- **Component 6:** *Communication Administration and Evaluation*

## Scope of Work and Deliverables

The following table contains a proposed scope of work and deliverables for this project for First 5 Riverside.

Component 1: Codification of Governance Structures and Sustainability	
Strategic Framework	<ul style="list-style-type: none"> <li>• Support the development a 3-year strategic framework and shared strategies</li> <li>• Assist in setting annual goals with each cabinet committee</li> <li>• Support the development of an Implementation Plan</li> </ul>
Organizational Charter and Bylaws	<ul style="list-style-type: none"> <li>• Support the development the cabinet Charter and Bylaws</li> <li>• Support the development of rules for succession, elections, cabinet vacancies/appointments, voting, etc.</li> <li>• Clearly define and establish roles and responsibilities of all cabinet members and leadership</li> <li>• Design guidelines for inclusive, equitable, and effective collaboration.</li> </ul>
Fund Development	<ul style="list-style-type: none"> <li>• Coordinate collaborative applications focusing on federal and state dollars</li> <li>• Create a repository of essential grant documents</li> <li>• Create a grant tracking tool</li> <li>• Coordinate the development of MOUs among collaborative agencies</li> </ul>
Component 3: Provide Logistical Support	
Coordinate Meetings	<ul style="list-style-type: none"> <li>• Schedule meetings</li> <li>• Prepare agendas and documents for meetings</li> <li>• Facilitate monthly meetings</li> </ul>
SharePoint Access to Resources	<ul style="list-style-type: none"> <li>• Maintain SharePoint documents and resources</li> <li>• Consistently publish events relevant to cabinet goals and priorities</li> <li>• Consistently publish relevant news articles and stories</li> </ul>
Training and Orientation	<ul style="list-style-type: none"> <li>• Train members and chairpersons on how to maintain resources on SharePoint and provide ongoing technical assistance</li> <li>• Orient new members to ongoing cabinet work and progress</li> <li>• Create an orientation packet for new members</li> </ul>

Component 6: Communication Administration and Evaluation	
Project Meetings	<ul style="list-style-type: none"> <li>• Meet on a weekly to provide project updates and redefine priorities</li> </ul>
Staff and subcontractors	<ul style="list-style-type: none"> <li>• Create contracts for subcontractors and new hires</li> <li>• Onboard and orient new hires to project plans</li> </ul>
Funding	<ul style="list-style-type: none"> <li>• Search for grant opportunities on a weekly basis</li> <li>• Update Grant database</li> <li>• Create a SharePoint site for IECC staff and contractors</li> </ul>
Fiscal and Administrative tasks	<ul style="list-style-type: none"> <li>• Create Monthly Invoices and reconciling accounts</li> <li>• Review plans for contract compliance</li> </ul>
Evaluation and Final	<ul style="list-style-type: none"> <li>• Conduct Monthly/quarterly evaluations of cabinet progress</li> <li>• Create final report to funders.</li> </ul>

## Project Costs

The total cost for completion of all activities to accomplish the proposed scope of work as described in this proposal is **\$1,864,523 consisting of \$1,153,395.00 in professional fees and \$711,128.42 in expenses**. The professional fees are based on the estimated hours to accomplish all tasks associated with this proposal.

TOTAL PROJECT - Combined	Professional Fees	Expenses	Total Cost
Year 1	\$420,875	\$255,453	\$676,328
Year 2	\$366,260	\$227,838	\$594,098
Year 3	\$366,260	\$227,838	\$594,098
<b>Totals</b>	<b>\$1,153,395</b>	<b>\$711,129</b>	<b>\$1,864,524</b>

Actual expenses may vary from our estimates based on cost fluctuations or other actions outside of our control. As a result of said fluctuations, the project will be conducted on a "total project basis", meaning that we will complete all activities described in the Scope of Work for a total cost not to exceed **\$1,864,523**, in any combination of fees and expenses.

### Portion of Cost Share by First 5 Riverside

*First 5 Riverside* total cost have been determined at 20% of the total cost for completion of all activities to accomplish the proposed scope of work. Therefore, the total for this proposal is **\$372,906 consisting of \$230,679 in professional fees and \$142,227 in expenses**.

### First 5 Riverside Project Cost

TOTAL F5 Riverside	Professional Fees	Expenses	Total Cost
Year 1 (20%)	\$84,175	\$51,091	\$135,266
Year 2 (20%)	\$73,252	\$45,568	\$118,820
Year 3 (20%)	\$73,252	\$45,568	\$118,820
<b>Totals</b>	<b>\$230,679</b>	<b>\$142,227</b>	<b>\$372,906</b>

The fees are based on the scope of the project, as defined in the Project Scope section of this proposal, and include funders' support for leveraging and expanding services. Changes to the project scope, such as the addition of other deliverables to be produced, may result in additional fees. IECC will notify funders if we believe that the scope has changed; additional fees cannot be charged unless agreed to by the funders.



# APPENDIX

[CLICK HERE TO ACCESS THESE DOCUMENTS ONLINE](#)

## [APPENDIX A: DETAILED PROJECT WORK PLAN YEAR 1](#)

### **Document Title: IE Children's Cabinet Workplan and Budget - Year 1 - 2022-23**

A detailed work plan is provided showing the individual tasks that are envisioned to fulfill all aspects of the project scope and approach described in the proposal. The target dates are based on reaching agreement on the proposal and being able to initiate project activities by July 2022.

## [APPENDIX B: DETAILED PROJECT WORK PLAN YEAR 2](#)

### **Document Title: IE Children's Cabinet Workplan and Budget - Year 2 - 2023-24**

A detailed work plan is provided showing the individual tasks that are envisioned to fulfill all aspects of the project scope and approach described in the proposal. The target dates are based on reaching agreement on the proposal and being able to initiate project activities by July 2023.

## [APPENDIX C: DETAILED PROJECT WORK PLAN YEAR 3](#)

### **Document Title: IE Children's Cabinet Workplan and Budget - Year 3 - 2024-25**

A detailed work plan is provided showing the individual tasks that are envisioned to fulfill all aspects of the project scope and approach described in the proposal. The target dates are based on reaching agreement on the proposal and being able to initiate project activities by July 2024.

## [APPENDIX D: Workplan Outline](#)

### **Document Title: IE Children's Cabinet 3-Year Workplan Outline**

This document includes an overview of workplan components with detailed tasks and responsibilities for IECC that will result in successful backbone support for collaboration.

## [APPENDIX E: Focused Outcomes](#)

### **Document Title: IE Children's Cabinet Children's Cabinet Focused Outcomes**

This document contains measurable metrics and outcomes that members of the IE Children's Cabinet aim to address through their collaborative efforts. These sections have been identified by the IE Children's Cabinet as sectors for improvement within the region.

## [APPENDIX F: Childcare Indicators and Outcomes](#)

### **Document Title: IE Children's Cabinet Childcare Indicators and Outcomes**

Included in this document are potential outcomes and indicators identified by the Children's Cabinet Childcare Committee. The committee will work on ensuring they do work in favor of accomplishing their three overarching goals with matrixes that indicate potential policies and measurable objectives for the committee to actively work towards accomplishing.

## [APPENDIX G: Health and Wellness Indicators and Outcomes](#)

### **Document Title: IE Children's Cabinet Health and Wellness Indicators and Outcomes**

Included in this document are potential outcomes and indicators identified by the Children's Cabinet Health and Wellness Committee. The committee will work on ensuring they do work in favor of accomplishing their three overarching goals with matrixes that indicate potential policies and measurable objectives for the committee to actively work towards accomplishing.

## [APPENDIX H: A Case for the Existence of Children's Cabinets](#)

### **Document Title: Children's Cabinets: A Proven Method for Community Equity and Action**

Using case studies highlighted by the EDREDESIGN: The Education Redesign Lab at Harvard's Graduate School of Education, this document analyzes the success of Children's Cabinets across the county and the impact they have had on communities at scale.



**G. Future Agenda Items:**

- G.1. F5 California Annual Report Review and Public Hearing
- G.2. F5RC Association Policy Agenda
- G.3. Autism Services Presentation
- G.4. F5RC Quality Start Riverside County/IMPACT Legacy Presentation
- G.5. F5RC Annual Budget

- H. **Adjournment:** Adjournment to the next Regular Meeting of First 5 Riverside County Children and Families Commission to be held on May 10, 2023 beginning at 2:00 p.m.at:  
First 5 Riverside County Children and Families Commission Office  
585 Technology Court - Conference Room A  
Riverside, CA 92507

**Conflict of Interest:** Any person, or group of persons present at this meeting, who wish (es) to speak on a matter may be required to state for the record any contributions, in excess of \$250.00 made in the past (12) twelve months, made to any Commission member, the Commission member receiving the contribution, and the matter of consideration with which they are involved.

**Agenda Posting:** Agendas will be posted at the Clerk of the Board of Riverside County and the Commission Business Office.

All public record documents for matters on the open session of the Agenda are available for inspection at the meeting listed in this Agenda, and at the following location beginning three (3) days prior to the meeting date:

**Riverside County Children and Families Commission  
585 Technology Court  
Riverside, CA 92507**

If a public record document that relates to a matter on the open session of the Agenda is distributed less than 72 hours prior to the meeting date, the public record document shall be available for inspection, at the same time it is distributed, at the address listed above. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990.