



**AGENDA
PUBLIC NOTICE**

Regular Meeting of the Finance Sub Committee
**Wednesday, January 24, 2024
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. Recognition of Martin Luther King Jr and Riverside County DEIA Updates. - Barry Knight, Riverside County Diversity, Equity, and Inclusion Officer
 - C.2. Advisory Committee Comments - Malinda Margiotta, Advisory Committee Chair
 - C.3. Commissioner Recognition - Tammi Graham, Executive Director and Lynn Stephens, Executive Assistant IV
 - C.3.a. Commissioner Britt

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- C.4. Oath of Office for Commissioner, Charity Douglas - Kristine Bell-Valdez,
Supervising Deputy County Counsel
- C.5. Commissioner Comments
- C.6. First 5 Riverside County Chair and Vice Chair Election - Kristine Bell-Valdez,
Supervising Deputy County Counsel
- D. **Presentation/Information Item – Zachary Ginder, Chair**
 - D.1. Autism and Developmental Delay Systems Landscape Report and
Recommendations - Charna Widby, Deputy Director; Kristin Gist, Consultant, Early
Childhood Development and Mental Health-**TABLED**
 - D.2. First 5 Riverside County Second Quarter Financial Highlights - Patricia Perez,
Administrative Services Manager II

RIVERSIDE COUNTY CHILDREN & FAMILIES COMMISSION - FIRST 5 RIVERSIDE COUNTY
FY 23/24 - 2nd QUARTER
 (July 2023 - Dec 2023)

Revenue and Expenditure Balances

	Year-To-Date Budget <small>(Pending Commission Appvl)</small>	Actuals as of 12/31/23	Projections through 06/30/24
Revenues			
740020 Interest-Invested Funds	\$ 350,000	\$ 1,043,686	\$ 517,642
754000 CA-Tobacco Tax Prop.10	\$ 13,074,768	\$ 4,323,610	\$ 12,966,962
754020 CA-Prop 56 Tobacco Act 2016	\$ 3,500,000	\$ -	\$ 3,500,000
755870 IMPACT (F5CA Initiatives)	\$ 3,966,793	\$ 314,981	\$ 3,966,793
777520 DPSS (CalWORKs)	\$ 5,292,507	\$ 545,258	\$ 2,218,676
777540 DPSS (FRCs)	\$ 2,599,500	\$ 856,527	\$ 2,599,500
781480 Program Revenue	\$ 175,000	\$ -	\$ 175,000
790600 Contrib Fr Other County Funds	\$ 310,000	\$ 310,000	\$ 310,000
Total Revenues	\$ 29,268,568	\$ 7,394,062	\$ 26,254,572
Expenditures			
Approp 1 Salaries & Benefits	\$ 8,285,045	\$ 3,211,696	\$ 6,568,550
Approp 2 Services & Supplies	\$ 22,358,344	\$ 4,810,556	\$ 19,979,079
Approp 4 Capital Assets	\$ 800,000	\$ -	\$ -
Total Expenditures	\$ 31,443,389	\$ 8,022,252	\$ 26,547,629
Total	\$ (2,174,822)	\$ (628,190)	\$ (293,058)

Expenditure Allocation

	12/31/2023	
Program	6,118,522	20%
CalWORKs Home Visit Initiative	42200	764,080
IMPACT	92930	543,322
Comprehensive Health & Development	92945	1,576,959
Quality Early Learning	92950	1,267,645
Resilient Families	92960	37,634
RCOE	92965	16,606
HUB	92970	16,118
Family Resource Centers	92975	1,594,198
Countywide Programs	92980	301,958
Evaluation	370,182	1%
Evaluation	81250	370,182
Administration	1,533,548	5%
Countywide Impact	92955	1,533,548
	8,022,252	26.2%

Administration	5%
Evaluation	1%
Program	20%

PERCENTAGE OF COST BY DEPARTMENT

Within approved cap of 13% (Action Item #18-13)

In Q2, December and a portion of November program expenditures are not recognized in the general ledger until Q3. Prop 10 revenue includes July to November. Projections for Prop 10 include potential reductions for the fiscal year based on average monthly receipts and likely decline due to the flavor ban's impact on tobacco tax. Prop 10 projections also include E-Cigarette tax; FY24 is the second year receiving this revenue. Prop 56 backfill has not been received. Interest income includes a GASB31 reduction of \$500K. FY24 is also the first year the Commission is the fiscal lead for IMPACT funds. Revenue projections include pass-thru funds of \$2.9M in revenue and corresponding expenditures.

EXPENDITURES BETWEEN \$25K - \$50K

Per Action Item #17-24 (December 2017), identify vendors authorized for payment > \$25K.

- E. **Consent Items – Zachary Ginder, Chair** (a copy of all action items and attachments can be viewed at www.rccfc.org and at the Commission Business Office)
 - E.1. Approve First 5 Riverside County Draft Commission Meeting Minutes - October 25, 2023 Session

MINUTES
FIRST 5 RIVERSIDE COUNTY
Regular Meeting
Wednesday, October 25, 2023
2:00 PM

Commissioners Present: Jose Campos, Zachary Ginder, Edwin Gomez, Angelica Hurtado, Elizabeth Romero, Kim Saruwatari, and Stephanie Yost

Commissioners Absent: Supervisor Perez and Kimberly Britt

Administrative Staff Present: Tammi Graham, Executive Director; Yvonne Suarez, Assistant Director; Ricardo Quezada, Deputy Director; Charna Widby, Deputy Director; Lynn Stephens, Executive Assistant IV; Patricia Perez, Administrative Services Manager I; Carol Abella, Regional Manager; Alejandra Muñoz, Regional Manager; Sean Pravica, Senior Public Information Specialist; Michelle Rodriguez, Public Information Specialist; Martina Guevara, Commission Coordinator; Jimmy Gutierrez, Support Services Technician

Legal Counsel: Kristine Bell-Valdez, Supervising Deputy County Counsel

A. Call to Order – Zachary Ginder, Commission Chair

1. Pledge of Allegiance- Commissioner Gomez
2. Roll Call – Lynn Stephens, Executive Assistant IV

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

Andrea Macken, Founder of Early Explorers shared briefly about the program.

C. Commission and Advisory Committee Business – Zachary Ginder, Chair

Director's Report – Tammi Graham, Executive Director; Yvonne Suarez, Assistant Director; Ricardo Quezada, Deputy Director, and Charna Widby, Deputy Director

Ms. Graham introduced Deputy Director, Charna Widby. Ms. Widby served as Chief Government Affairs at First 5 LA. She has a history of working in early care and education. Ms. Widby gave an overview of her career in early childhood starting in direct clinical services. Ms. Widby is focused on home visiting.

RivCo Leadership Retreat 170 county employees attended.

Authors/guest speakers, Richard Montanez's "Flaming Hot Cheetos", Barry Knight: The Gift Called Leadership; Ms. Balentine who had to have her limbs amputated and navigate during Katrina. Discussion about the current state of the County and closing remarks by Supervisor Perez.

Mecca Site Update

Partnering with Riverside County Office of Education to provide on-site services.

Baby2Baby- First 5 received 360 car seats, and partnered with Public Health to provide education and support to families in the Coachella Valley in need of car seats.

There will be someone onsite to help families install car seats and training will be available.

(Commissioner Saruwatari arrived at 2:13 p.m.)

Jurupa Valley FRC Updates

First Raising a Reader event-314 clients served to date

Ms. Suarez re-shared the F5 landscape relative to declining revenue. Proposition 10 revenue historically has been declining since 2012. The decline has been accelerated by the Proposition 31 tobacco flavor ban. Projections over the next 18 months may result in a 23% revenue decline. She shared that the FY23/24 projected revenue is 48% Proposition 10, supplemented by external funding to support investments. Ms. Suarez also reshared a previous slide evidencing a five-year projection for tobacco tax revenue, comparing flavor ban projections against Prop 10 without the ban. For the past 10 years, Riverside's revenue has declined on average 6%. From prior FY 21/22 to FY 22/23, tobacco tax decreased by 16%. Additional information regarding revenue trends and investments will be presented to the Finance Subcommittee.

2. Commissioner Comments

Ms. Romero commented on looking at additional funding opportunities to meet the needs of the county to support programs.

Vice Chair Campos commented on his visit to the Jurupa Valley Family Resource Center. He attested to the work of what leveraging and partnerships can accomplish.

Chair Ginder noted that it is important to maintain sustainability and requested a session to review finance and projections with Commissioners and staff.

D. Presentation/Information Item – Zachary Ginder, Chair

1. Champion for Children Award Presentation to Betty Bash - Sean Pravica, Senior Public Information Specialist

Vice Chair Campos congratulated Betty Bash on her award. He recapped his previous visit to Town and Country.

Ms. Graham and District 2 representatives provided Ms. Bash with an award.

Mr. Pravica congratulated Peter Benevidez for being nominated for the award as well.

2. Riverside County Office of Education (RCOE) Update - Jennifer Beggs, Executive Director, Early Care and Education

Ms. Beggs reported that in September 19,012 children have been served inclusive of the RHAP program. Eligible children waiting for subsidized child care was well over 10,000. As of October 1st, there are 1,732 children on the eligibility list, all have been contacted to offer enrollment. The full eligibility list is contacted and resolved every month

Ms. Beggs noted we still have a shortage of licensed childcare providers. 168 providers received incentives so far this year serving 1,629 children. RHAP also supported services for 185 Migrant Head Start families and 252 children. RCOE expressed excitement for the expansion in Mecca, Desert Hot Springs, and Lake Elsinore. RHAP started as a scholarship program, however as additional state funding became available, it transitioned to support providers with quality incentives. Preview of potential state reimbursement rate reform context to inform future investments or incentives.

CDSS Cost of Care Plus Rate, effective 1/1/2024

Through SB 140, effective January 1, 2024, through June 30, 2025, all providers will receive a monthly "Cost of Care Plus Rate" based on the region in which they live and their licensing status

Southern region:

- Licensed Family Child Care Homes and Child Care Centers to receive \$160 per child (ages 0-13), per month.
- Unlicensed Family Friend and Neighbor Providers (FFN) to receive \$112 per child (ages 0-13), per month.

Commissioner Hurtado commended Ms. Beggs for all the numbers she provided. Ms. Graham noted over 6,000 children were on the eligibility list at the beginning when the RHAP contract was developed. Vice Chair Campos was the only Commissioner on the Commission at that time. Vice Chair Campos complimented First 5 and RCOE staff on the pivot with the message and bridging. He thanked Ms. Beggs and staff for partnering and working with the State.

Chair Ginder asked for clarification on the eligibility list. Ms. Beggs noted there are 1,732 on the eligibility list (meet income and need requirements for the alternative payment program). Ms. Beggs noted that capacity building is a conversation that should take place in the county. Building new licensed facilities and finding new childcare providers. Childcare centers are minimal in our county. After the pandemic experience, a lot of classes closed due to loss of staffing. They were trying to incentivize with ARPA funding.

E. Consent Items – Zachary Ginder, Chair (a copy of all action items and attachments can be viewed at www.rccfc.org and at the Commission Business Office)

1. Approve First 5 Riverside County Commission 2024 Meeting Schedule
2. Approve First 5 Riverside County Draft Commission Meeting Minutes - July 17, 2023 Session
3. **23-43:** Ratify and Approve the Second Amendment to the Restated Memorandum of Understanding (MOU) with Riverside County Department of Social Services (DPSS) for Family Resource Centers from July 1, 2022 - June 30, 2024 (**MOU NO. DPSS-0001997**) [**DPSS FUNDS FY 22/23 - \$2,740,259, FY 23/24 - \$2,599,500, FY 24/25 and beyond - \$2,500,000**]
4. **23-44:** Approve Contract with Simpler North American, LLC for the Provision of Lean Leadership Training and Coaching from October 25, 2023 - June 30, 2025 (**CONTRACT NO. CF24138**) [**\$800,000 - PROP 10 FUNDS**]
5. **23-45:** Approve Mutual Recession of Contract with V.I.P Tots from January 25, 2023 - June 30, 2024 (**CONTRACT NO. CF23110**) [**\$200,000 - PROP 10 FUNDS and \$1,000,000 – ARPA FUNDS**]

*Commissioner Romero moved to approve consent items. Commissioner Yost second the motion. **Absent:** Supervisor Perez and Commissioner Kimberly Britt. **Motion carried unanimously.***

F. Presentations/Action Items/Public Hearings – Zachary Ginder, Commission Chair

1. Presentation of First 5 Riverside County Annual Audit Report for Fiscal Year 2022/2023 (a copy of the report may be obtained at www.first5riverside.org and can be viewed at the Commission Business Office) - David Showalter, CPA, Partner, Eide Bailly, LLP

Mr. Showalter provided an overview of First 5 financial statements, noting another year with a clean audit and no significant findings.

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

- a. **Public Hearing:** Annual Audit of First 5 Riverside County Children & Families Commission for Fiscal Year 2022/2023 - Zachary Ginder, Commission Chair

Mr. Showalter noted the audit has to be submitted to the State by required deadline, November 1st.

- b. **23-46:** Adopt First 5 Riverside County Children & Families Commission Annual Independent Audit Report for Fiscal Year 2022/2023 - Zachary Ginder, Commission Chair

Commissioner Gomez moved to approve action item 23-46. Commissioner Yost second the motion. Absent: Supervisor Perez and Commissioner Kimberly Britt. Motion carried unanimously.

- a. Presentation of First 5 Riverside County Children and Families Commission Annual Report and First 5 Riverside County Children and Families Commission Agency Progress Report July 1, 2022-June 30, 2023 for Fiscal Year 2022/2023 (a copy of the report may be obtained at www.first5riverside.org and can be viewed at the Commission Business Office) - Yvonne Suarez, Assistant Director

Ms. Suarez provided an overview of First 5 Annual Report included in the Commission packet. She noted this report has the same legislative requirement of being submitted to the State by November 1. She noted most of our expenditures have been spent to provide services (87%).

AR-1 Riverside Revenue and Expenditure Summary – ties back to the Commission financial statements. Ms. Suarez provided an overview of each category. AR-1 – this year reported differently for FY 22/23 – 6,194 providers received support but were not included with the population served count (86,588).

Total expenditures: \$32,149,417
Program: \$27.8 (87%) of expenditures.
Evaluation: \$925,478 (3%) of expenditures.
Admin: \$3,396,567 (11%) of expenditures.
Total Served: 92,782

Ms. Suarez provided an overview of each of F5CA's results area detailing the total investments and the number served.

Improved Family Functioning: \$3.7M, with 61,327 served.
Improved Child Development: \$12.1M, with 9,665 served.
Improved Child Health: \$6.3M, with 21,602 served.

AR-2 County Service Demographic Worksheet – this section details the information below and can be found in the report included in the Commission packet.
Children/Primary Caregivers/Providers Served

Primary Languages
Race & Ethnicity

AR-3 County Evaluation Summary and Highlights

AR3 which is also included in the meeting packet, provides an opportunity for us to highlight a couple of areas. It is the narrative of the evaluation of investment. This year we chose to highlight our focus on promoting integrated systems of prevention and early identification services in diverse settings to meet families where they're at, highlighting Healthy Steps and Help Me Grow.

Commissioner Gomez commented on a great job on the presentation and expressed his appreciation for the hard work that's taking place. Based on the overall landscape of the work being done Commissioner Gomez questioned, what are the next steps internally as far as goals and objectives for the upcoming year.

Ms. Suarez responded that staff will be providing our Finance Subcommittee with some projections for a 5-10-year plan. She referenced a comment from Chair Ginder's request to have a workshop. Ms. Suarez stated that we have done this in the past when we revised our strategic plan.

Ms. Graham added to Ms. Suarez's response stating that the Commission approved the Strategic Plan for three years with a requirement to review the plan. Staff is working on goals and objectives and some shifts in what currently exists in the plan and the goals for the year. The Strategic Plan will be presented to the Commission for consideration and edits.

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

- a. **Public Hearing:** Annual Report of First 5 Riverside County Children & Families Commission for Fiscal Year 2022/2023 - Zachary Ginder, Commission Chair
- b. **23-47:** Adopt First 5 Riverside County Children & Families Commission Annual Report and Receive and File Agency Progress Report for Fiscal Year 2022/2023 - Zachary Ginder, Commission Chair

*Commissioner Saruwatari moved to approve action item 23-47. Vice Chair Campos second the motion. **Absent:** Supervisor Perez and Commissioner Kimberly Britt. **Motion carried unanimously.***

- c. **Receive and File** - First 5 Riverside County Agency Progress Report July 1, 2022 - June 30, 2023

Chair noted item C is included in the packet for receive and file only.

G. Future Agenda Items:

1. First 5 Riverside County Chair and Vice-chair Election Process
2. First 5 Riverside County Family Resource Centers Presentation
3. First 5 Riverside County Strategic Plan Review and Adoption
4. First 5 Riverside County Annual Appointment of Finance Subcommittee
5. Autism and Developmental Delay Systems Landscape Report and Recommendations
6. First 5 Riverside County 2023 Communications Plan

H. Adjournment: Adjournment at 3:06 pm to the next Regular Meeting of the Riverside County Children and Families Commission to be held on December 13, 2023 beginning at 2:00 p.m.:

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

Meeting Minutes Recorded by Lynn M. Stephens, Executive Assistant IV.

DRAFT

E.2.24-01: Approve the Riverside County Children and Families Commission Revised Policy for Travel Authorization and Reimbursement for Travel and Miscellaneous Expenses



AGENDA ITEM: 24-01
DATE OF MEETING: January 24, 2024
ACTION:
INFORMATION:

**APPROVE THE RIVERSIDE COUNTY CHILDREN AND FAMILIES
COMMISSION REVISED POLICY FOR TRAVEL AUTHORIZATION AND
REIMBURSEMENT FOR TRAVEL AND MISCELLANEOUS EXPENSES**

SUMMARY

First 5 Riverside County Children & Families Commission has independent authority over its trust fund as designated in the Children and Families Act. The policy for travel authorization and reimbursement for travel and miscellaneous expenses is revised to clarify the adoption of the Board of Supervisor D-1 Policy as the Commission's policy and to maintain additional authorizations to support First 5 business operations.

BACKGROUND

January 14, 2015: The Commission approved the Policy for Requesting Authorization and Claiming Reimbursement for Travel and Miscellaneous Expenses and Authorizing the Executive Director or Designee to Approve Reimbursement for Travel and Miscellaneous Expenses on Behalf of the Commission (Action Item #15-03).

RECOMMENDED ACTION

That the Commission

- 1) Adopt the revised Policy for Travel Authorization and Reimbursement for Travel and Miscellaneous Expenses as presented.
- 2) Authorize the Executive Director or designee to execute the necessary documents and actions to effectuate this action without requiring further action of the Commission.

BUDGET IMPACT

Not Applicable

STRATEGIC PLAN RELEVANCE

Not Applicable

POTENTIAL CONFLICTS OF INTEREST

None Known.

ATTACHMENT

1. First 5 Riverside County Travel Authorization and Reimbursement Policy
2. Board of Supervisors D-1 Policy – Reimbursement for General Travel and Other Actual and Necessary Expenses



BUSINESS AND FISCAL OPERATIONS

POLICY NO: Version 3

SUBJECT: Travel Authorization and Reimbursement for Travel and Miscellaneous Expenses

FORMS: Expense Reimbursement Claim Form

EFFECTIVE DATE: January 24, 2024

I. STATEMENT OF POLICY

- A. This policy establishes procedures and standards for reimbursement of general travel and other actual and necessary expenses incurred by Commission members, Advisory Committee members, volunteers, and employees of First 5 Riverside County (F5RC) in the performance of official Commission business consistent with Board of Supervisor Policy D-1 and authorizes expenses to also be paid directly or to a vendor by First 5 Riverside County.
- B. Receipts and other documentation must be presented with the appropriate claim form prior to reimbursement. Claim forms are to be submitted monthly or when the dollar amount exceeds \$25.00.
- C. The Executive Director or designee is authorized to approve requests for travel and miscellaneous expense reimbursement for First 5 staff, Commissioners, Advisory Committee members, and volunteers or persons designated to represent the Commission. Expense reimbursements for the Executive Director shall require the approval of the Assistant County Executive Officer or designee.

II. TRAVEL AUTHORIZATION

Executive Director or designee is authorized to approve travel-related expenses including those exceeding \$1,000.00 within or out of the State of California. A Travel Request Form must be approved in advance for travel outside of Riverside County and for travel that includes air travel, lodging, registration fees, and travel store agent fees.

III. EXPENSE REIMBURSEMENT

- A. Reimbursement may include registration, transportation, rental cars, private automobiles, miscellaneous expenses, airfare, and lodging. Consistent with the D-1 policy, actual costs for authorized travel expenses are reimbursable with itemized receipts submitted with the Expense Reimbursement Form and/or mileage reimbursement form.

- B. Meals: Consistent with the D-1 Policy, actual costs for authorized meals shall be reimbursed with itemized receipts submitted with the authorized Expense Reimbursement form. The maximum reimbursement for meals per day, inclusive of taxes and tips for low-cost and high-cost cities, *shall be designated per meal* as detailed in the department's authorized Expense Reimbursement Form.
- C. Meal reimbursement may be claimed for an authorized business meeting if one of the attendees is employed by an agency other than First 5 Riverside County.

V. **TRAVEL ADVANCES**

Employees may request advance payment of travel costs not to exceed 80% of the estimated actual reimbursable employee expenses. The advance payment will be deducted when the employee submits the Expense Reimbursement Form.

VII. **REIMBURSEMENT FOR MISCELLANEOUS BUSINESS EXPENSES**

Miscellaneous business expenses including emergency purchases shall be allowed and reimbursed on the Expense Reimbursement Form with prior written approval of the Executive Director or designee. An Expense Reimbursement Form shall be accompanied by receipts or other supporting documentation. For expenses exceeding \$25.00, the employee shall note an explanation for the expense on the Expense Reimbursement Form.

VII. References:

- 1. County Board of Supervisors Policy D-1

**COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

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Policy:

1. Scope

This policy establishes procedures and standards for reimbursement of necessary actual expenses incurred by appointed department heads, employees, and other authorized persons, for whom allowance of expenses is authorized by or pursuant to law, resolution, or ordinance because they occur during performance of official county business. The Board of Supervisors and elective constitutional officers as well as their employees are exempt from this portion of the Board policy. This policy also specifies the types of occurrences that qualify a member of the Board of Supervisors to receive reimbursement for expenses relating to travel, meals, lodging, and other actual and necessary expenses in accordance with Government Code Section 53232.2(b). The Board of Supervisors, elective constitutional officers and each department head is charged with the responsibility of authorizing travel and including it in the proposed budget and ensuring such expenditures are within the approved budget.

The Auditor-Controller shall refer to the Executive Officer any reimbursement claim that is considered to not be in conformance with Board policy. The Executive Officer shall have the authority to approve the payment of any claim if there is lack of certainty regarding the application of Board policy to the questioned claim, or if the action of the department head was not unreasonable in light of all the circumstances. If the Executive Officer denies approval, the department head may place the matter on the agenda of the Board of Supervisors for final disposition.

Board of Supervisors

Members of the Board of Supervisors shall be allowed their actual expenses in going to, attendance at, and returning from state association meetings and their actual and necessary traveling expenses when traveling outside of the county on official business pursuant to Government Code Section 25008. Members of the Board of Supervisors may receive reimbursement for expenses relating to travel, meals, lodging, and other actual and necessary expenses incurred in the performance of official duties. Reimbursement for such expenses is subject to the provisions of this policy and California Government Code Sections 53232.2 and 53232.3. In accordance with Government Code section 53232.2(c), the Internal Revenue Service rates for reimbursement of travel, meals, lodging, and other actual and necessary expenses as established in Publication 463, or any successor publication, shall be used to determine reimbursement rates for members of the Board of Supervisors. Types of occurrences that qualify a legislative body member to receive reimbursement of expenses relating to travel, meals, lodging and other actual and necessary expenses include the following:

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BOARD OF SUPERVISORS POLICY**

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- A. Meeting with representatives of regional, state, national and foreign government on policy positions adopted by the Board of Supervisors;
- B. Attending educational seminars designed to improve officials' skill and information levels;
- C. Participating in regional, state, and national organizations whose activities affect the county's interests;
- D. Attending county events;
- E. Implementing a county-approved strategy for attracting or retaining businesses to the county, which will typically involve at least one staff member and;
- F. Attending meetings for which a meeting stipend is expressly authorized.

In accordance with Government Code Section 53232.2(f), all expenses that do not fall within this policy shall be considered for approval by the Board of Supervisors prior to incurring the expense, unless the expense involves a meeting in which a member of the Board of Supervisors is required to make a public report (see section 12). All expenses must be verified by a valid original receipt, as required by Government Code Section 53232.3(c), which includes the name of the vendor (e.g. hotel, restaurant) date of service and actual amount charged.

Members of the Board of Supervisors and elective constitutional officers, as well as their employees, shall be exempt from Sections 2 through and including 10 of this Board Policy.

2. Lodging

Actual cost for lodging, not to exceed \$159 per night inclusive of all occupancy and accommodation taxes and other room related taxes and fees, is allowed provided such cost is reasonable for the location and is consistent with government and/or conference/convention rates, if available, or usual charges established for the general public. For lodging in high cost cities as defined by the Internal Revenue Service (e.g., San Francisco, New York, Washington D.C., as described in IRS publication 1542) or by the Board of Supervisors (Sacramento) actual cost not to exceed \$239 per night, or applicable conference rate at conference hosting hotel is allowed. Lodging costs exceeding the established limit may be reimbursed at a higher rate if a written statement explaining the reason for the expense is submitted by the department head to the designated Executive Office analyst along with a completed employee reimbursement form. Lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the

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member of a legislative body at the time of the booking. Higher rates based upon late registration or negligence by the department head in making an early reservation will be reimbursed at the \$159 rate.

An employee reimbursement claim for lodging must provide an explanation of the business purpose of the stay and be supported by a receipt/facility folio.

A government rate, if available, should be requested when booking a room (county employees should be prepared to provide proof of employment with the county). Only the single occupancy rate may be claimed for the reimbursement except when two or more county employees participating in the same function share a room; then a double occupancy rate may be claimed by dividing the cost between two claim forms and providing a memorandum explaining the shared room along with the lodging folio.

The department head may approve extended lodging if the cost is less than daily travel expenses without the extended stay. Approval of extended lodging for any location in Riverside, Orange, San Diego, Imperial, Los Angeles and San Bernardino counties is required prior to the travel occurrence and must be less costly than a daily commute.

.3. Meal Expenses

Actual (not to exceed maximum, see below) cost shall be allowed for meals related to attendance at conventions, scheduled meetings, conferences, seminars, special assignments or an assignment **that requires an overnight stay. A meal/s during attendance at any single day event will not be reimbursed.**

- A. The maximum reimbursement for meals per day is \$51, inclusive of taxes and tip. Tips in excess of 20% of the cost of a meal will not be reimbursed. Tips made at fast food restaurants and/or convenience stores will not be reimbursed even if the meal cost is less than the maximum reimbursement rate (e.g. meal at \$6.00, tip \$1.20 equals a reimbursement of \$7.20).

The maximum reimbursement for meals per day in high cost cities (as described in item 2 above) is \$71, inclusive of taxes and tip.

- B. An employee reimbursement claim is based on actual (not to exceed maximum) cost.
- C. Reimbursement for meals may exceed the maximum amounts of \$51, but no more than \$71, only if the meal is organized by a non-county entity where the established price of the meal includes facility, speaker, or other costs and is a required portion of the meeting and/or conference. A written statement explaining the necessity for incurring such expense and supporting

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documentation (e.g. flyer, agenda or brochure) must be submitted with the employee reimbursement claim.

- D. Where the cost of a meal is included as part of a registration charge or fee, no additional employee reimbursement may be claimed for that meal.
- E. For same day travel, expenses for meals are limited to activities outside normal work duties. No reimbursement for meals will be made for same day travel. Reimbursement for a meal is provided when it is not reasonable for employees to provide their own meal. Special situations may be considered on a case-by-case basis. A memo from the employee to the department head is required and the department head's concurrence must be noted before the memo is forwarded to the designated Executive Office analyst for review and approval.
- F. Travel to a temporary worksite does not qualify an employee for meal reimbursement.
- G. No reimbursement shall be made for alcoholic beverages of any kind.
- H. Employees attending training or conferences for an extended period of time, more than seven consecutive days, may elect to purchase groceries and prepare their meals during the training/conference. In this event, grocery receipts are to be retained and submitted for reimbursement. Grocery charges exceeding the maximum daily cost will not be reimbursed. An employee electing to purchase and prepare food during an extended stay may purchase only food to be consumed during the designated period; no reimbursement will be made for incidentals including kitchen utensils, cookware, kitchen supplies and sundries.

4. Transportation

Actual cost of common carrier services, including taxicabs, car rentals and baggage fees, when necessary, shall be allowed. Departments are to utilize on-line travel services and secure the least expensive flights and car rental arrangements possible. Upon request from the Auditor/Controller supporting documentation that the flights and car reservations made were the least expensive option available is to be provided by the department. Travel in business class, first class or any category on any flight above the coach/economy level is allowable if (1) the traveler pays the cost difference or (2) the department can document that no other option exists and the selected flight is the only option for travel. Reservations for air transportation should be booked as early as is reasonable to take advantage of lower cost air fares. Airline government and group rates must be used when available.

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Claims for payment or employee reimbursement shall be accompanied by a receipt for the purchase and a copy of the ticket purchased or other voucher for common carrier expense. Flight insurance is covered in Policy D-5.

5. Rental Cars

The county maintains a contract with a vehicle rental company and every effort should be made to use the contract company. If available, a county issued corporate rental vehicle card or Purchasing Card (P-card) shall be used for all travel requiring the use of a rental vehicle when the contract company cannot be used. Government and group rates must be used when available. Actual costs evidenced by an original, dated receipt and inclusive of all related taxes and other rental fees should be submitted along with actual gas receipts (dated, vendor name printed on the receipt) obtained for the purchase of gas for the rental vehicle.

The rental vehicle may include a global positioning system if said equipment is standard; only standard equipment is allowed and no rental car reimbursement will be made for cars above the mid-range size unless four or more employees are traveling in the same vehicle and this information is documented in the reimbursement information.

If a county issued corporate card is unavailable, the county requires employees to purchase the Loss Damage Waiver (LDW) so the employee is not held responsible for damage (under normal circumstances) to the rental vehicle and such cost will be reimbursed. However, the county will not reimburse employees for the cost of other optional insurance. (e.g. liability, uninsured/underinsured motorist, personal accident & personal effects), as the county is self-insured for vehicle liability & third party physical damage and provides worker's compensation coverage.

Employees are required to notify Human Resources, Risk Management Division at (951) 955-3540 and the employee's supervisor as soon as possible (within 24 hours) of any event, incident or accident related to the rental car. The employee must complete "County Vehicle Accident/Incident Report," Form 942-6 (Safety Division form).

6. Private Automobile

Reimbursement for use of a private vehicle shall be allowed upon authorization of the department head, Executive Officer, or the Board of Supervisors. The county's private vehicle mileage reimbursement rate is the same rate as the Internal Revenue Service (IRS) standard mileage rate for private vehicles and will be effective concurrently with IRS' periodic establishment of such a rate.

If an employee is required to use the employee's personal vehicle while in the course and scope of employment, the employee must, prior to using said vehicle, do the following:

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- A. Complete the "Authorization to Drive Riverside County Vehicle or Private Vehicle for County Business," Form 30, authorizing the employee to use a personal vehicle which must be approved by the department head.
- B. Insure the vehicle to at least the minimum limits required by the State of California, or if registered/licensed out of state, the insurance must be equal to or greater than the minimum limits required by the State of California. Although not required, it is recommended that employees who use their personal vehicle while in the course of and scope of employment place a business use endorsement on their personal automobile policy. The expense of adding a business use endorsement is the sole responsibility of the employee.
- C. Maintain a valid driver's license, which is appropriate for the class of vehicle to be operated. If any restrictions apply, the employee must notify his/her supervisor of the restrictions and/or any and all changes in the license (i.e. suspended, etc.).

The use of motorcycles, mopeds, and similar types of vehicles for the conduct of county business is expressly prohibited, with the exception of Sheriff's Department sworn personnel on duty in a specific assignment.

When a department head authorizes use of a private vehicle for the convenience of the driver, instead of more economical travel by air, reimbursement shall not exceed the cost of usual airfare.

Employees are required to notify Human Resources, Risk Management Division's representative, and the employee's supervisor as soon as possible (within 24 hours) of any incident or accident. Employees must complete "County Vehicle Accident/Incident Report," Form 942-6 (Human Resources Safety Division form).

7. Private Aircraft

The use of private aircraft for the conduct of county business is expressly prohibited unless prior authorization is given by the Board of Supervisors.

8. Miscellaneous Expenses

Miscellaneous expenses, including charges for business telephone calls, fax service, internet service, e-mail services, the cost of usual or necessary services and supplies, including emergency repairs, parts or towing for county vehicles, conference registration fees, vehicle parking, bridge tolls, and any other justifiable business expenses shall be allowed if they represent a valid business need.

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A satisfactory explanation of the circumstances is required for these expenditures. An employee reimbursement for actual miscellaneous expenses shall be accompanied by an original receipt or other original voucher. Personal telephone calls and personal internet usage are not reimbursed.

9. Special Provisions for County Employees on Indefinite Assignments

When approved by the department head and Executive Officer or designee, employees assigned indefinitely (for periods of 90 days or more) out of town are provided the following compensation options:

- A. Standard reimbursements as provided herein (or limited by program provisions); or
- B. Commuter compensation model:
 - Meals: \$50.00 per day or portion thereof in travel status
 - Lodging: \$1,500 per month (prorated at \$50.00 per day)
 - Transportation Allowance: \$600 per month (Parking, Car Rental, etc):

Under the commuter compensation model, no receipts or records are required by the county. However, the employee must substantiate deductible expenses on his/her personal tax return.

No tax deduction is allowed by IRS if the assignment is expected to exceed one year. The "commuter compensation model" will be grossed up by a factor of 20% to recognize this tax impact for employees whose assignments are expected to exceed one year.

10. Travel Authorization

Reimbursement for travel expenses requires prior authorization as follows:

- A. By County Executive Officer or designee:

All travel wherein the estimated total cost (including registration, transportation, lodging, and meals) is not included in the approved budget, or is expected to cost \$1,000 or more per person or if the travel is out of state. Prior approval for travel estimated as costing more than \$1,000 or travel out of state is required even if the travel was anticipated and approved in the department's budget.

Each request should be in the form of a memorandum that details costs to be incurred and substantiates the need for said travel. Attendance must be required for purposes of maintaining a professional license, participation in professional activities which benefit the County of Riverside and not solely for

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the purpose of professional enhancement or to collect an award. Funding availability for the proposed travel is not a guarantee that the travel will be approved. The travel must provide a clear benefit to the County of Riverside.

Exception: extraditions, travel that involves the health/safety/security of a minor, and/or an individual 60 or more years of age or any individual who is the victim of domestic violence.

B. By Department Head:

All travel wherein the estimated total cost (including registration, transportation, lodging and meals) is less than \$1,000 per person. This travel should also be requested on an email prepared by the employee and outlining all anticipated expenditures. If the travel involves participation at a conference or training venue the proposed agenda should be included. The memorandum should explicitly detail how the proposed travel benefits Riverside County.

The Department Head's approval is an indication that the travel is included in the approved departmental budget. If the travel is not in the approved budget the Department Head should make a recommendation and forward the memo to the designated analyst in the Executive Office.

C. Format:

All approved travel should be noted on a per trip basis in a memorandum signed by either the County Executive Officer/designee or the department head as delineated in A. and B. above. A copy of the signed memorandum should be attached to any requests for payment of travel expenses, including Form 14 which follows.

11. Use of Claim Form

The employee expense claim must be filed on a form approved by the county, and must include date, business destination, amount, and business purpose. Claims shall be filed promptly, no later than the end of the month following the month in which the travel and/or other necessary expenses occurred. Claims filed after this time will not be considered for payment. Commuter compensation model will be processed as additional pay, and no other form will be required.

Original receipts are required for reimbursement. Original receipts must include the name of the establishment where service was provided and the date on which the service was rendered. Restaurant receipts must include the items ordered as well as the total payment made. However, there may be rare occasions when providing an itemized receipt may not be possible due to the type and location of the restaurant. In

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that event, an original un-itemized receipt from the restaurant can be submitted. All claim forms and associated documents related to reimbursable county expenditures are considered public records, are subject to disclosure under the California Public Records Act {Chapter 3.5 (Commencing with Section 6250) of Division 7 Title 1}. (Form 14 attached).

12. Reports

Per California Government Code Section 53232.3 subparagraph (d), legislative body members are required to provide brief reports on meetings attended at the expense of the county at the next regularly scheduled meeting of the legislative body.

13. Penalties

Penalties for the misuse of public resources or falsifying expense reports in violation of expense reporting policies may include, but not be limited to, the penalties specified in Government Code section 53232.4.

Reference:

- Minute Order dated 01/21/75
- Minute Order 3.3 of 04/29/97
- Minute Order 3.3 of 10/16/01
- Minute Order 3.8 of 04/08/03
- Minute Order 3.7b of 05/02/06
- Minute Order 3.3 of 04/10/07
- Minute Order 3.2 of 07/21/09
- Minute Order 3.7 of 09/15/09
- Minute Order 3.9 of 08/10/10
- Minute Order 3-11 of 02/26/13

E.3.24-02: Approve Agreement with Reach Out West End for Matching Funds for Jurupa Valley Violence Intervention and Prevention (JVVIP) Program (CONTRACT NO. CF24139) [\$150,000 - PROP 10 FUNDS]



AGENDA ITEM: 24-02
DATE OF MEETING: January 24, 2024
ACTION:
INFORMATION:

**APPROVE AGREEMENT WITH REACH OUT WEST END FOR
MATCHING FUNDS FOR JURUPA VALLEY VIOLENCE INTERVENTION
AND PREVENTION (JVVIP) PROGRAM
(CONTRACT NO. CF24139) [\$150,000 PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve Contract No CF24139 with Reach Out West End for an amount not to exceed \$150,000 effective January 24, 2024 – June 30, 2025, for matching funds for the Jurupa Valley Violence Intervention and Prevention (JVVIP) program awarded under California Violence Intervention and Prevention (CalVIP) to Reach Out West End.

BACKGROUND

On July 19, 2022, the grant was awarded to the CONTRACTOR by the State of California, and the Match-Funds that F5RC is providing are intended to complement the funding of the portion of the JVVIP program that directly benefits expecting mothers or families with children in the 0-5 age range.

On January 27, 2022, First 5 Riverside County (F5RC) provided a Letter of Support to the State of California Board of State and Community Corrections to pledge support for the grant proposal submitted by Reach Out West End (CONTRACTOR) under the California Violence Intervention and Prevention (CalVIP) grant. F5RC agreed to provide a cash match not to exceed \$150,000 as Match Funds to support, expand, and replicate evidence-based violence reduction initiatives in Riverside County communities in support of families with children aged 0 through 5 years old and/or pregnant mothers.

RECOMMENDED ACTION

That the Commission:

1. Approve Contract No. CF24139 with Reach Out West End for an amount not to exceed \$150,000 effective January 24, 2024 – June 30, 2025, as Match Funds for the CalVIP grant funding in substantially the same form as the draft Contract No. CF24139 attached hereto, and authorize the Executive Director or Designee to execute the contract on behalf of the Commission, subject to County Counsel's approval as to form; and
2. Authorize the Executive Director or Designee, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of Contract No. CF24139, on behalf of the Commission including modifications of the statement of work and time for performance as allowed by the funder of the JVVIP program that stay within the intent of said contract without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation will be included in the revised budget (938001-25800-92960-527980). Additional funding will be included in the subsequent fiscal year's proposed budget.

STRATEGIC PLAN RELEVANCE

Goal Area 3 - Resilient Families (92960)

POTENTIAL CONFLICTS OF INTEREST

None Known.

ATTACHMENTS

1. CF24139 Reach Out Contract
2. CAL VIP GRANT AGREEMENT

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. CF24139
Riverside County Children and Families Commission
and
Reach Out West End

This Contract for Professional Services is made and entered into by and between the Riverside County Children and Families Commission (“RCCFC”) aka First 5 Riverside County (hereinafter the “COMMISSION” or “COUNTY”) and Reach Out West End (“CONTRACTOR”). The parties hereto mutually agree as provided herein, including Attachments attached hereto and incorporated herein by reference.

1. **PROJECT:** CONTRACTOR shall perform services for the COMMISSION as stated in Exhibits A and B and incorporated into this contract. CONTRACTOR shall perform these services in a complete, skillful and professional manner. CONTRACTOR shall not provide any services which shall cause COMMISSION to incur additional costs beyond those stated in this Contract without the proper advance written consent of COMMISSION.
2. **TIME FOR PERFORMANCE:** The project shall begin on 01/24/2024 and shall be completed on or before 06/30/2025, or at such other time as is mutually agreed upon in writing by COMMISSION and CONTRACTOR as provided herein.
3. **COMPENSATION:** The total amount of compensation to be paid to CONTRACTOR for the services to be provided pursuant to this contract (including any and all costs incurred by CONTRACTOR) shall not exceed ONE HUNDRED FIFTY THOUSAND (\$150,000) dollars for this contract.
4. **TERMINATION:** This contract may be terminated by CONTRACTOR or COMMISSION, for no cause, with a thirty (30) days written notice to the other party, as provided herein. In addition, it is mutually agreed and understood that the obligation of COMMISSION is limited and contingent upon the availability of Proposition 10 funds for payment to CONTRACTOR; and that this contract may be immediately terminated by COMMISSION if funds are no longer available. In the event COMMISSION abandons or postpones the project, or terminates the project for lack of funds, then COMMISSION shall make payment for all services provided by CONTRACTOR to the date of written notice of termination.
5. **LICENSES: COMPLIANCE WITH LAWS:** CONTRACTOR, including its employees and agents, shall maintain all licenses required by law or regulation while performing services under this contract. CONTRACTOR shall at all times comply with all laws and regulations applicable to the services provided pursuant to this contract.
6. **CONFIDENTIALITY:** CONTRACTOR shall maintain the confidentiality of information, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any individual person and which shall be used only for carrying out the obligation of CONTRACTOR under this contract. CONTRACTOR shall not disclose any information, except as specifically permitted by this contract. CONTRACTOR shall observe all Federal, State, County and COMMISSION regulations concerning confidentiality of records.
7. **CONFLICT OF INTEREST:** The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
8. **WORK PRODUCT:** All reports, preliminary findings or data assembled or compiled by CONTRACTOR under this Contract shall become the property of COMMISSION. COMMISSION reserves the right to authorize others to use or reproduce such materials.

Therefore, such materials may not be circulated in whole or in part, nor released to the public, without prior, written authorization from the COMMISSION.

9. **ADMINISTRATION:** The Executive Director of COMMISSION (or designee) shall administer this contract on behalf of COMMISSION.
10. **RECORDS AND REPORTS:** Contractor shall maintain accurate and complete financial and performance records for a minimum of two (2) years from the date of final payment under this contract, or until any relative County, State, and/or Federal audits of which Contractor is made aware of are completed, whichever is later, and shall maintain such records locally, to be made available for inspection by Contractor upon reasonable request.
11. **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 coverage's during the term of this Contract. As respects to the insurance section only, the COUNTY herein refers to the COUNTY, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives.

A. 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 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. 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 Insured. Policy's limit of liability shall not be less than \$2,000,000 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.

C. 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 \$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. Policy shall name the COUNTY as an Additional Insured.

D. 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 for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

- 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each 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 as respects 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 furnish the COUNTY with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 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) days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. 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 coverages 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 endorsements and if requested, certified original policies of insurance including all endorsements and any 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.*
 - 4) 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 retentions or self-insured programs shall not be construed as contributory.
 - 5) 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 scope of work; or, the term of this Contract, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
 - 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
 - 7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
 - 8) CONTRACTOR agrees to notify COUNTY 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.
12. **INDEPENDENT CONTRACTOR:** CONTRACTOR and its employees and agents shall act at all times in an independent capacity with regard to performance of services rendered pursuant to this contract; and CONTRACTOR shall not act as, shall not be, and shall not in

any manner be construed to be, agents, officers or employees of COMMISSION and/or of the COUNTY. There shall be no employer-employee relationship between COMMISSION and CONTRACTOR, or between the COUNTY and CONTRACTOR; and CONTRACTOR and its employees and agents shall not be entitled to any benefits payable to the COMMISSION employees. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR's behalf and for CONTRACTOR's employees, including but not limited to all federal and state income taxes and withholdings. COMMISSION shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify COMMISSION, and/or COUNTY against any and all claims that may be made against COMMISSION, and/or COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this contract; and CONTRACTOR shall indemnify COMMISSION for any and all federal or state withholding or retirement payments which COMMISSION may be required to make pursuant to federal or state law.

13. **INDEMNIFICATION AND HOLD HARMLESS:** CONTRACTOR shall indemnify and hold harmless COMMISSION, the COUNTY, 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 as "Indemnitees" or "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 Indemnitors from this Contract. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees 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 their sole cost, have the right to use counsel of their own 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 Indemnitees 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 Indemnitees herein from third party claims.

In the event there is 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 Indemnitees to the fullest extent allowed by law.

- A. Where 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 their own 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, their

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 their 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.

14. **NONDISCRIMINATION**: The CONTRACTOR shall not discriminate in the provision of its services, recruiting, hiring, promotion, demotion or termination practices on the basis of ethnic group identification, race, religious creed, color, ancestry, national origin, sexual preference, sex, marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action.
15. **NOTICES**: All correspondence and notices required or produced by this contract shall be delivered to the respective parties at the addresses set forth below, and are deemed submitted one (1) day after their deposit in the United States mail, postage prepaid:

COMMISSION:

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

CONTRACTOR:

Diana Fox
Executive Director
1126 West Foothill Boulevard, Suite 250
Upland, CA 91786

or to such other address as may be designated by the respective parties.

16. **GOVERNING LAW AND VENUE**: This contract is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the COUNTY, State of California. Should action be brought to enforce or interpret the provisions of this contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted. The provisions of the Government Claims Act (Government Code section 900, et seq.) must be followed first for any disputes under this contract.
17. **ASSIGNMENT**: Neither this contract nor any part thereof shall be assigned by CONTRACTOR without the prior written consent of COMMISSION.
18. **WAIVER**: Any waiver by COMMISSION of any one or more of the terms of this contract shall not be construed to be a waiver of any subsequent breach of the same or of any other term of this contract.
19. **ALTERATION AND/OR AMENDMENT**: No alteration or variation in the terms of this contract shall be valid unless made in writing and signed by both parties; and no oral understanding or Contract not incorporated herein by specific reference shall be binding on the parties. The terms contained in this contract shall represent the entire contract between the parties with respect to the services to be provided by CONTRACTOR.
20. **SEVERABILITY**: 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 shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

21. **DISALLOWANCE:** In the event CONTRACTOR receives payment for services under this contract which are later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to COMMISSION upon written request. COMMISSION retains the option to offset the amount disallowed from any payment due to CONTRACTOR under this contract, or under any other contract or agreement between CONTRACTOR and COMMISSION.
22. **CERTIFICATION OF AUTHORITY TO EXECUTE CONTRACT:** CONTRACTOR certifies that the individual signing below has authority to execute this contract on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this contract, including Exhibits A and B.
23. **COUNTERPARTS:** This Contract 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 Contract 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 Contract. The parties further agree that the electronic signatures of the parties included in this Contract 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.

Signature Page Follows

IN WITNESS, WHEREOF, the parties hereto have caused their duly authorized representative to execute this contract.

Riverside County and Families Commission

Reach Out West End

By: _____

Diana Fox
Executive Director and Authorized
Signer

Date: _____

By: _____

Tammi Graham
Executive Director and Authorized
Signer

Date: _____

Attest:

By: _____

Lynn M. Stephens
Executive Assistant IV

Date: _____

Approved as to Form Signature:

By:  _____

Kristine Bell-Valdez
Supervising Deputy County Counsel

Date: 1.16.24 _____

ATTACHMENT A: SCOPE OF SERVICE

Contractor: Reach Out West End
Program: Jurupa Valley Violence Intervention and Prevention Matching Funds
Contract #: CF24139
Term: 01/24/2024 – 06/30/2025

CONTRACTOR shall, under the direction of the Executive Director of the Riverside County Children and Families Commission, or designee, provide services in accordance with, but not limited to, the specifications and scope of work identified in this Attachment A, incorporated herein by reference.

Program Overview:

The CONTRACTOR will implement a Multi-Pronged approach using interwoven strategies to provide integral support to individuals and families, to directly address community needs, fill service gaps, address risk factors for violence, and implement upstream systems and policy-level changes to create protective community environments. Underpinning the approach is an integral plan for community engagement and planning that will bring cross-sectoral stakeholders together in a cohesive, focused manner that enhances the coordination of existing violence prevention and intervention programs and minimizes the duplication of services.

Scope of Work Details:

Program: Jurupa Valley Violence Intervention and Prevention (JVVIP).

Target Population: Expecting parents and/or parents of children aged 0-5 years old residing in Riverside County. The program will be administered through CONTRACTOR's Jurupa Valley Resource Center.

The JVVIP program will use the following strategies:

1. Intervene to lessen harm and prevent future risks: Youth violence starts early in life and is associated with several risk and protective factors. Individual and interpersonal risks for perpetrating violence include youth substance use, low levels of school achievement, child abuse and neglect, exposure to violence in the home or community, involvement with delinquent peers or gangs, and parental substance use. Trauma and violence prevention strategies and programs that focus on addressing Adverse Childhood Experiences (ACE) and promoting youth well-being to successfully address the range of factors that place people at risk for violence or protect them from experiencing or perpetrating violence will be implemented.
2. Diversion & Restorative Justice Practices: In partnership with JUSD and Riverside County Probation, current youth court support will be expanded. Youth Court is a peer-to-peer based restorative justice program where youth receive a disposition by their peers for minor offenses or problematic behavior.
3. Collective Efficacy: Create protective community environments: Evidence shows that structural, place-based modifications can significantly decrease violence. Strategies that focus on the root causes of violence, especially poverty will be implemented by mobilizing Communities, city agencies and regional partners and prioritizing initiatives that will enhance safe, resilient and equitable neighborhoods.

The implementation of these strategies will be accomplished by working with partners and stakeholders to create a strategic plan that identifies those individuals and their family members who are at the highest risk of perpetrating or being victimized or affected by violence.

Funding Commitment

COMMISSION will provide match funding on a not-to-exceed basis as detailed in Attachment B for the JVVIP initiative.

Reporting and Invoicing Requirements

On a quarterly basis:

- CONTRACTOR will provide COMMISSION with a copy of the reporting submitted to the State to draw down the grant funds, inclusive of the program's impact on the COMMISSION's target population: newly expecting parents and/or parents of children 0-5 years old residing in Riverside County.
- CONTRACTOR will submit invoices to COMMISSION as outlined in Attachment B for the match funding at \$75,000 per fiscal year matching the funds received from the State of California, attaching proof of receipt of funds as the back-up documents for the invoices.

ATTACHMENT B: PAYMENT PROVISIONS

CONTRACTOR shall be compensated for services rendered pursuant to this contract as follows. Total payments shall not exceed ONE HUNDRED FIFTY THOUSAND (\$150,000) dollars for this contract.

- A. **Fee:** COMMISSION shall reimburse CONTRACTOR, upon submission by CONTRACTOR, of an acceptable invoice for actual expenses incurred under the terms of this contract. Payment shall be due to CONTRACTOR within thirty (30) days of COMMISSION's receipt of the invoice.
 - 1. Payment shall be made in accordance with satisfactory completion of the Milestones below and upon receipt of an acceptable invoice to include:
 - a. CONTRACTOR's name,
 - b. CONTRACTOR's address,
 - c. Contract number,
 - d. Assigned invoice number,
 - e. Supporting documents (if applicable), and
 - f. Payment amount due.

- B. Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a Monthly basis with input and submission completed by the 20th calendar day of the month following Contract performance. Fiscal expenditures occurring in the 4th quarter (April, May and June) may 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. **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

FISCAL YEAR 2023-2024				
Category	Description	Unit Quantity	Unit Cost	Amount
Subcontractor Expenses	JVVIP Match Funding	N/A	N/A	\$75,000
SUBTOTAL:				\$75,000

FISCAL YEAR 2024-2025				
Category	Description	Unit Quantity	Unit Cost	Amount
Subcontractor Expenses	JVVIP Match Funding	N/A	N/A	\$75,000
SUBTOTAL:				\$75,000

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

SCO ID: 5227-BSCC84122

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 841- 22

PURCHASING AUTHORITY NUMBER (If Applicable)

BSCC-5227

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

REACH OUT

2. The term of this Agreement is:

START DATE

JULY 1, 2022

THROUGH END DATE

DECEMBER 31, 2025

3. The maximum amount of this Agreement is:

\$5,871,226

4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	California Violence Intervention & Prevention Grant Request for Proposals	*
Attachment 2	CalVIP Grant Proposal	30
Appendix A	CalVIP Executive Steering Committee	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Program Funds	2

* This item is hereby incorporated by reference and can be viewed at: http://www.bscc.ca.gov/s_cpqpcalvipgrant/

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

REACH OUT

CONTRACTOR BUSINESS ADDRESS

1126 West Foothill Boulevard, Suite 250

CITY

Upland

STATE

CA

ZIP

91786

PRINTED NAME OF PERSON SIGNING

Diana Fox

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

7/19/2022

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – CALIFORNIA VIOLENCE AND INTERVENTION (CaVIP) GRANT

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and Reach Out (hereafter referred to as the Grantee or Contractor).

2. PROJECT SUMMARY AND ADMINISTRATION

A. The Fiscal Year 2021-22 State Budget includes funding in the amount of \$209 million for the California Violence Intervention and Prevention (CaVIP) Grant Program, to be administered by the Board of State and Community Corrections (BSCC). California cities that are disproportionately impacted by violence and the community-based organizations that serve the residents of those cities are eligible to apply for CaVIP grant funding.

The purpose of the CaVIP Grant is to improve public health and safety by supporting effective violence reduction initiatives in communities that are disproportionately impacted by violence, particularly group-member involved homicides, shootings, and aggravated assaults (Penal Code Sec. 14131(b)).

B. Grantee agrees to administer the project in accordance with Attachment 1: CaVIP Request for Proposals (incorporated by reference) and Attachment 2: CaVIP Grant Proposal, which are attached hereto and made part of this agreement.

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Diana Fox
Title: Executive Director
Address: 1126 West Foothill Boulevard, Suite 250, Upland, CA 95833
Phone: (909) 982-8641

Designated Financial Officer authorized to receive warrants:

Name: Susan Vacko
Title: Vice President
Address: 1126 West Foothill Boulevard, Suite 250, Upland, CA 95833
Phone: (909) 982-8641
Email: susan@we-reachout.org

Project Director authorized to administer the project:

Name: Ruben Gonzales, Jr.
Title: Director
Address: 1126 West Foothill Boulevard, Suite 250, Upland, CA 95833
Phone: (909) 982-8641
Email: ruben@we-reachout.org

C. Either party may change its project representatives upon written notice to the other party.

EXHIBIT A: SCOPE OF WORK

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: CalVIP Request for Proposals and Attachment 2: CalVIP Grant Proposal.

5. REPORTING REQUIREMENTS

A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods

1. July 1, 2022 to September 30, 2022	Due no later than: November 15, 2022
2. October 1, 2022 to December 31, 2022	February 15, 2023
3. January 1, 2023 to March 31, 2023	May 15, 2023
4. April 1, 2023 to June 30, 2023	August 15, 2023
5. July 1, 2023 to September 30, 2023	November 15, 2023
6. October 1, 2023 to December 31, 2023	February 15, 2024
7. January 1, 2024 to March 31, 2024	May 15, 2024
8. April 1, 2024 to June 30, 2024	August 15, 2024
9. July 1, 2024 to September 30, 2024	November 15, 2024
10. October 1, 2024 to December 31, 2024	February 15, 2025
11. January 1, 2025 to March 31, 2025	May 15, 2025
12. April 1, 2025 to June 30, 2025	August 15, 2025

B. Evaluation Documents

1. Local Evaluation Plan	Due no later than: January 3, 2023
2. Final Local Evaluation Report	December 31, 2025

C. Other

Financial Audit Report	Due no later than: December 31, 2025
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6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.

C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.

D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

EXHIBIT A: SCOPE OF WORK

- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the CalVIP Executive Steering Committee (See Appendix A) from receiving funds from the CalVIP grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the CalVIP ESC membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the CalVIP ESC.
- B. In cases of an actual conflict of interest with an ESC member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

8. FINANCIAL AUDIT

Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term, December 31, 2025. The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid in monthly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Monthly Invoicing Periods:

1. July 1, 2022 to July 31, 2022
2. August 1, 2022 to August 31, 2022
3. September 1, 2022 to September 30, 2022
4. October 1, 2022 to October 31, 2022
5. November 1, 2022 to November 30, 2022
6. December 1, 2022 through December 31, 2022
7. January 1, 2023 to January 31, 2023
8. February 1, 2023 to February 28, 2023
9. March 1, 2023 to March 31, 2023
10. April 1, 2023 to April 30, 2023
11. May 1, 2023 to May 31, 2023
12. June 1, 2023 to June 30, 2023
13. July 1, 2023 to July 31, 2023
14. August 1, 2023 to August 31, 2023
15. September 1, 2023 to September 30, 2023
16. October 1, 2023 to October 31, 2023
17. November 1, 2023 to November 30, 2023
18. December 1, 2023 to December 31, 2023
19. January 1, 2024 to January 31, 2024
20. February 1, 2024 to February 29, 2024
21. March 1, 2024 to March 31, 2024
22. April 1, 2024 to April 30, 2024
23. May 1, 2024 to May 31, 2024
24. June 1, 2024 to June 30, 2024
25. July 1, 2024 to July 31, 2024
26. August 1, 2024 to August 31, 2024
27. September 1, 2024 to September 30, 2024
28. October 1, 2024 to October 31, 2024
29. November 1, 2024 to November 30, 2024
30. December 1, 2024 to December 31, 2024
31. January 1, 2025 to January 31, 2025
32. February 1, 2025 to February 28, 2025
33. March 1, 2025 to March 31, 2025
34. April 1, 2025 to April 30, 2025
35. May 1, 2025 to May 31, 2025
36. June 1, 2025 to June 30, 2025

Due no later than:

- September 15, 2022
- October 15, 2022
- November 15, 2022
- December 15, 2022
- January 15, 2023
- February 15, 2023
- March 15, 2023
- April 15, 2023
- May 15, 2023
- June 15, 2023
- July 15, 2023
- August 15, 2023
- September 15, 2023
- October 15, 2023
- November 15, 2023
- December 15, 2023
- January 15, 2024
- February 15, 2024
- March 15, 2024
- April 15, 2024
- May 15, 2024
- June 15, 2024
- July 15, 2024
- August 15, 2024
- September 15, 2024
- October 15, 2024
- November 15, 2024
- December 15, 2024
- January 15, 2025
- February 15, 2025
- March 15, 2025
- April 15, 2025
- May 15, 2025
- June 15, 2025
- July 15, 2025
- August 15, 2025

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

Final Invoicing Periods*:

- 37. July 1, 2025 to July 31, 2025
- 38. August 1, 2025 to August 31, 2025
- 39. September 1, 2025 to September 30, 2025
- 40. October 1, 2025 to October 31, 2025
- 41. November 1, 2025 to November 30, 2025
- 42. December 1, 2025 to December 31, 2025

Due no later than:

- September 15, 2025
- October 15, 2025
- November 15, 2025
- December 15, 2025
- January 15, 2026
- February 15, 2026

**Note: Project activity period ends June 30, 2025. The period of July 1, 2025 to December 31, 2025 is for completion of Final Local Evaluation Report and financial audit only.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) and all obligated match contributions must be incurred by the end of the grant project period, June 30, 2025, and included on the invoice due August 15, 2025. Project expenditures incurred after June 30, 2025 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by December 31, 2025. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of July 1, 2025, to December 31, 2025, must be submitted during the Final Invoicing Period(s), with the final invoice due on February 15, 2026. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.
- D. The financial audit is due to BSCC by December 31, 2025. Expenditures incurred for the completion of the financial audit during the period of July 1, 2025, to December 31, 2025, must be submitted during the Final Invoicing Periods, with the final invoice due on February 15, 2026. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- D. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- E. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through CalVIP funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of Assembly Bill 129 (Statutes of 2021, Chapter 21), also known as the California Budget Act of 2021. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

- B. If CalVIP funding is reduced or falls below estimates contained within the CalVIP Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

- B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:

- 1) submittal and approval of the final invoice;

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- 2) submittal and approval of the final progress report; and
 - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and the financial audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC’s Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. PROJECT BUDGET

BSCC Budget Line Item	A. Grant Funds	B. Match	C. Total (A+B)
1. Salaries and Benefits	\$2,627,684	\$1,582,839	\$4,210,523
2. Services and Supplies	\$436,225	\$333,200	\$769,425
3. Health and Wellness	\$19,200	\$33,440	\$52,640
4. Professional Services or Public Agency Subcontracts	\$823,019	\$3,678,421	\$4,501,440
5. Non-Governmental Organization (NGO) Subcontracts	\$319,200	\$50,000	\$369,200
6. Equipment/Fixed Assets	\$0	\$0	\$0
7. Project Evaluation	\$515,682	\$28,000	\$543,682
8. Financial Audit	\$0	\$0	\$0
9. Other (Travel, Training, etc.)	\$486,050	\$167,800	\$653,850
10. Indirect Costs	\$644,166	\$0	\$644,166
TOTALS	\$5,871,226	\$5,873,700	\$11,744,926

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document [CCC 04/2017](#) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

- 20. LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: CalVIP Request for Proposals Request for Proposals and Attachment 2: CalVIP Grant Proposal.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Fulfillment of Assurances and Declarations
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: CalVIP Request for Proposals Request for Proposals and Attachment 2: CalVIP Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- C. Permits and Licenses
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the CalVIP RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
 - 1) Books and Records

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term, December 31, 2025. The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000
- C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Attachment E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: CalVIP Request for Proposals Request for Proposals and Attachment 2: CalVIP Proposal.

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: CalVIP Request for Proposals Request for Proposals and Attachment 2: CalVIP Proposal, or approved modifications;
 - 3) failure to provide the required local match share of the total project costs; and
 - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

California Violence Intervention and Prevention (CalVIP) Grant Proposal

CalVIP Proposal Cover Sheet

Submitted by:

Reach Out

Grant Dollars Requested:

\$5,871,226

Date Submitted:

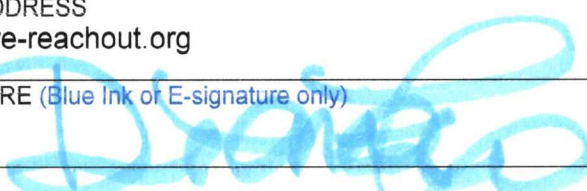
February 11, 2022

CalVIP Applicant Information Form

A. APPLICANT:		B. TAX IDENTIFICATION NUMBER:	
NAME OF APPLICANT Reach Out		TAX IDENTIFICATION # 95-2642747	
STREET ADDRESS 1126 W. Foothill Blvd., Ste. 250	CITY Upland	STATE CA	ZIP CODE 91786
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
APPLICANT TYPE: <input checked="" type="checkbox"/> COMMUNITY-BASED ORGANIZATION (CBO) <input type="checkbox"/> CITY			
C. CBO APPLICANTS ONLY – LOCATION OF RESIDENTS RECEIVING SERVICES (MUST BE CITY OR CITIES LISTED IN TABLE 1):			
Jurupa Valley			
D. CBO APPLICANTS ONLY – LIST ANY APPLICATIONS WHERE YOU ARE NAMED AS A SUB-RECIPIENT			
N/A			
E. PROJECT TITLE:	Jurupa Valley Violence Prevention & Intervention Program		
F. STRATEGY TO BE IMPLEMENTED:	1) Intervene to lessen harms and prevent future risks, 2) Diversion & Restorative Justice Practices, and 3) Collective Efficacy		
G. PROJECT SUMMARY (100-150 words):			
Reach Out proposes to work with our cohort of partners to implement a multi-pronged approach using interwoven strategies to provide integral supports to individuals and families, directly address community needs, fill service gaps, address risk factors for violence, and implement upstream systems- and policy-level changes to create protective community environments. Underpinning our approach is an integral plan for community engagement and planning that will bring cross-sectoral stakeholders together in a cohesive, focused manner that enhances coordination of existing violence prevention and intervention programs and minimizes the duplication of services.			
G. KEY PARTNER AGENCIES (if applicable):	Name: City of Jurupa Valley	Letter of Commitment: <input checked="" type="checkbox"/>	
	Name: Jurupa Unified School District	Letter of Commitment: <input checked="" type="checkbox"/>	
	Name: County of Riverside – Public Health	Letter of Commitment: <input type="checkbox"/>	
	Name: County of Riverside – Probation	Letter of Commitment: <input checked="" type="checkbox"/>	
	Name: Carolyn E. Wylie Center	Letter of Commitment: <input checked="" type="checkbox"/>	
	Name: First 5 Riverside County	Letter of Commitment: <input checked="" type="checkbox"/>	
H. TYPE OF PROJECT:	<input checked="" type="checkbox"/> NEW	<input type="checkbox"/> ENHANCEMENT	<input type="checkbox"/> EXPANSION
I. GRANT FUNDS REQUESTED:	\$5,871,226	J. MATCH FUNDS:	\$5,897,700
K. CITY APPLICANTS ONLY – PASS-THROUGH AMOUNT:	\$N/A	N/A%	
L. PROJECT DIRECTOR:			
NAME Ruben Gonzales	TITLE Director	TELEPHONE NUMBER (direct line) (909) 982-8641	
STREET ADDRESS 1126 W. Foothill Blvd., Suite 250	CITY Upland		
STATE CA	ZIP CODE 91786	EMAIL ADDRESS ruben@we-reachout.org	
M. FINANCIAL OFFICER:			
NAME Susan Vacko	TITLE Controller	TELEPHONE NUMBER (direct line) (909) 982-8641	
STREET ADDRESS 1126 W. Foothill Blvd., Ste. 250	CITY Upland		

STATE CA	ZIP CODE 91786	EMAIL ADDRESS susan@we-reachout.org
PAYMENT MAILING ADDRESS (if different)	CITY	STATE ZIP CODE
N. DAY-TO-DAY PROGRAM CONTACT:		
NAME Ruben	TITLE Gonzales	TELEPHONE NUMBER (direct line) (909) 982-8641
STREET ADDRESS 1126 W. Foothill Blvd., Suite 250		CITY Upland
STATE CA	ZIP CODE 91786	EMAIL ADDRESS ruben@we-reachout.org

O. DAY-TO-DAY FISCAL CONTACT:		
NAME Susan Vacko	TITLE Controller	TELEPHONE NUMBER (direct line) (909) 982-8641
STREET ADDRESS 1126 W. Foothill Blvd, Suite 250		CITY Upland
STATE CA	ZIP CODE 91786	EMAIL ADDRESS susan@we-reachout.org

P. AUTHORIZED SIGNATURE*:				
By signing this application, I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.				
NAME OF AUTHORIZED OFFICER Diana Fox		TITLE Executive Director	TELEPHONE NUMBER (909) 982-8641	
STREET ADDRESS 1126 W. Foothill Blvd., Suite 250		CITY Upland	STATE CA	ZIP CODE 91786
EMAIL ADDRESS diana@we-reachout.org				
SIGNATURE (Blue Ink or E-signature only) 			DATE February 2, 2022	

* Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant.

CalVIP Proposal Narrative

1. Description of Community Need

Jurupa Valley is the newest city in California, incorporating in 2011. It is a largely rural area where horse trails and vineyards abut major freeways, rolling dirt hills and new developments. This area has a score of “5” (high need) on the 2021 SocioNeeds Index, a measure of socioeconomic need that is correlated with poor health outcomes. The population is 71.4% Hispanic or Latino, with 54.62% of households having Spanish as their language other than English spoken at home.

From 2017-2020 there were 1,207 violent crimes committed in the city.¹ As reflected in the RFP, the city also suffered 5 for more homicides per calendar year over the past 3 years. Particularly striking was the period of June – August 2021 where **7 homicides were reported by the local sheriff over a 90-day span**. In six of the seven cases the victim and suspect knew each other. While all crime in Jurupa Valley saw a reduction in 2020 due to COVID, a disturbing trend of regular increases is evident in violent crime statistics during most other reporting periods.

Reported Incidents per 100,000 people²

Crime	2020	2019	2018	2017
Murder	2.7	6	5.58	4.77
Assault	188	218	214.67	158.21
Violent Crime	257	317	308.54	259.24

Primary factors that contribute to the violence include:

- Neighborhood poverty: The rate of persons living in poverty is 13.9%.
- Diminished economic opportunities: Jurupa Valley residents often have to travel to neighboring Orange or Los Angeles counties for work, and on average have a longer commute time than the normal US worker. Additionally, 7.89% of the workforce in

¹ Department of Justice

² FBI

Jurupa Valley have "super commutes" in excess of 90 minutes.³ This leads to decreased community connectedness, and greater periods of time where youth have no supervision. Only 13.2% of the population has a Bachelor's degree or higher.

- Low community connectedness: poor neighborhood support and cohesion
- Alcohol outlet density: According to a study conducted by the city of Jurupa Valley, over one quarter of the census tracts are overconcentrated with businesses that sell alcohol for consumption on-premises, and over half of the census tracts are overconcentrated with businesses that sell alcohol for consumption off-premises.
- Criminologists are surfacing data and evidence that the sweeping impacts of COVID-19 are potentially contributing to the disturbing trends in increased intimate partner violence, serious batteries and homicides.

Jurupa Valley's history as an unincorporated portion of Riverside County gave residents little local control over decisions made that impacted the health and wellbeing of the residents, oftentimes to their detriment. One historical impact of Jurupa Valley's long tenure as an unincorporated entity is the division of vital health driven services into different governmental districts, leaving a legacy of fragmented resources and limited "big picture" oversight. As an example, there are currently no substance use treatment facilities or homeless shelters within city limits.

Our target geographic area is Jurupa Valley, with a focus on the Mission Boulevard Corridor that spans the length of the city from east to west. Our target population will be identified through our proposed community engagement and planning process, allowing all stakeholders input. Reach Out will work with partners and stakeholders to create a strategic plan that identifies those individuals and their family members who are at highest risk of perpetrating violence or being victimized or affected by violence. We expect to serve 1200 high-risk individuals throughout the 3-year program period.

2. Project Description

Due to Jurupa Valley's relative newness as an incorporated city, there is an unprecedented and significant opportunity to leverage these funds to embed violence

³ DataUSA

prevention and intervention strategies into the very fabric of its growing independent infrastructure. This unique opportunity demands a unique response. Reach Out proposes to work with our cohort of partners to implement a multi-pronged approach using interwoven strategies to provide integral supports to individuals and families, directly address community needs, fill service gaps, address risk factors for violence, and implement upstream systems- and policy-level changes to create protective community environments. In the Inland Empire, resources can be scarce and per capita nonprofit revenue is 1/3 of the average for the rest of California. Investment in the city would be truly life-altering for our residents and program participants.

Underpinning our approach is an integral plan for community engagement and planning that will bring cross-sectoral stakeholders together in a cohesive, focused manner that enhances coordination of existing violence prevention and intervention programs and minimizes the duplication of services.

STRATEGY #1: INTERVENE TO LESSEN HARMS AND PREVENT FUTURE RISKS

Youth violence starts early in life and is associated with several risk and protective factors. Individual and interpersonal risks for perpetrating violence include youth substance use, low levels of school achievement, experiencing child abuse and neglect, exposure to violence in the home or community, involvement with delinquent peers or gangs, lack of appropriate supervision, and parental substance use. Many factors can reduce the likelihood of youth violence, and multiple protective factors can offset the potential harmful influence of risk factors that have accumulated over a child's development.⁴ As such, we propose to implement and promote trauma and violence prevention strategies and programs that focus on addressing Adverse Childhood Experiences (ACE) and promoting youth wellbeing to successfully address the range of factors that place people at risk for violence or protect them from experiencing or perpetrating violence.

⁴ David-Ferdon, C., Vivolo-Kantor, A. M., Dahlberg, L. L., Marshall, K. J., Rainford, N. & Hall, J. E. (2016). *A Comprehensive Technical Package for the Prevention of Youth Violence and Associated Risk Behaviors*. Atlanta, GA: National Center for Injury Prevention and Control, Centers for Disease Control and Prevention.

- 1) Mental/Behavioral Health Supports focused on youth and adolescents
 - a. Moving in New Directions (MIND) program: The goal of MIND is to provide behavioral/mental health training and social-emotional learning to high school students and staff as a means of promoting careers in the behavioral/mental field as well as establishing a safe school environment. It works to build a school climate that will help deescalate the impact of mental/behavioral health issues to make our schools and communities safer, healthier, and more connected.
 - b. Substance Use Education and Prevention activities. Activities may include: Project ALERT (Project ALERT is included in the Substance Abuse and Mental Health Service's Administration's registry of evidence-based interventions for secondary school students), Alcohol and Other Drug presentations, RBS training, GIS Mapping for Alcohol overconcentration. Interventions to reduce substance use and control where and when alcohol may be sold have also been shown to reduce violence (Carpenter and Dobkin [2015]; Hansen and Waddell [2018]).
 - c. Youth Mental Health First Aid (YMHFA) training: YMHFA is designed to teach parents, family members, caregivers, teachers, school staff, neighbors, health and human services workers, and other caring citizens how to help an adolescent who is experiencing a mental health or addictions challenge or is in crisis. This program was chosen due to the large body of evidence showing its efficacy, and its appropriateness for the target population. It is listed in SAMHSA's National Registry of Evidenced Based Programs and Practices.
 - d. Youth Leadership & Empowerment Opportunities: As a reflection of Jurupa Valley's rural lifestyle, youth will have the opportunity to complete a 10-week leadership training at the Queen of Hearts Therapeutic Riding Center. Participants gain leadership, civic engagement, and job skills from positive adult and peer role models while being introduced to the historic equine culture of the city, allowing them to connect with the horses in an outdoor setting. Instructors have been certified as Registered Therapeutic Riding Instructors and/or Equine Specialists in Mental Health and Learning where they must pass both written and practical exams.
- 2) Community-wide Supportive Services That Fill Critical Service Gaps

One of the biggest needs identified by various community stakeholders during the application process was a critical gap in resources and supports due to the closing of the Family Resource Center in the Rubidoux area of the city. This was a huge blow to our already resource-scarce city. Indirect and unexpected consequences of this closing were also reported, such as children from the nearest elementary school relating decreased feelings of safety and increased fear of exposure to violence on their way to and from school due to the lack of the security guard at the now-vacant resource center building. Re-establishing this neighborhood anchor point is important for promoting informal neighborhood social control and reducing potential opportunities for crime (MacDonald et al. 2019). Additionally, the services and supports offered at a new Resource & Training Center will address risk factors for violence. Prevention-related programming will include substance use prevention services, economic development, housing, healthcare resources and basic needs support. Partners will be co-located on site with a wide variety of services. We will also implement and promote trauma and violence intervention strategies and programs to support sustained reductions in violence, victimization, trauma, and exposure to violence by effectively identifying the multi-contextual challenges and implementing multi-sectoral solutions.

STRATEGY #2: DIVERSION & RESTORATIVE JUSTICE PRACTICES

Reach Out has partnered with Jurupa Unified School District (JUSD) and the Riverside County Probation Department to expand current Youth Court supports, such as embedding more robust case management, and to extend the reach of the current program housed within JUSD. Youth Court is a peer-to-peer based restorative justice program in which youth who have committed minor offenses or have shown problematic behavior receive a disposition by their peers. Modeled after the judicial system, Youth Court provides an opportunity for respondents to clear their record, while at the same time remain accountable to themselves, their victims, and to society as a whole. When the youth respondents have completed their disposition, they then become a juror themselves and bring the value of their experiences to helping other youth. The effectiveness of Youth Court can vary as there are significant points of divergence among youth courts in terms of operations, funding availability, and the use of evidence-based practices. However, successful programs have a common base of strategies that

are included in our model.

Benefits of Youth Court include: higher program completion rates, compared to other diversion programs in the traditional juvenile justice system (Fishman, 2011; Norris et al, 2011; and Forgays, 2008), and higher levels of participant and family satisfaction compared to the traditional juvenile justice system (Bright et al, 2015; Butts et al, 2001; Doroski and Burke, 2007; and Forgays, 2008).

STRATEGY #3: COLLECTIVE EFFICACY - CREATE PROTECTIVE COMMUNITY ENVIRONMENTS

Evidence indicates that structural, place-based modifications can significantly decrease violence. Strategies focusing on the “root causes” of violence—especially accumulated structures of neighborhood poverty—can be implemented in specific geographic areas to counter decades of disinvestment, neglect, racist policies, and violence. By reshaping certain aspects of the physical environment, stakeholders can reduce opportunities for violence, lower rates of gun violence, and create sustained co-benefits such as reductions in stress and fear.⁵ One decade-long quasi-experimental study in Philadelphia showed that greening vacant lots was associated with consistent and significant reductions in gun assaults and resident stress citywide (Branas et al. 2011). Another study found that similar interventions significantly increased residents’ feelings of safety (Garvin et al. 2013), and that simply mowing the grass and cleaning up trash significantly reduced shootings by 9 percent (Moyer et al. 2019).

Reach Out will implement and promote effective place-based strategies by mobilizing communities, city agencies and regional partners and prioritizing initiatives that will enhance safe, resilient, and equitable neighborhoods throughout the City of Jurupa Valley, which in turn will prevent and reduce trauma and multiple forms of violence. In order to leverage current movement and community energy, a community engagement and planning process will be conducted through the Healthy Jurupa Valley (HJV) initiative. HJV participants have worked for over eight years to create a safer and healthier city, and this knowledge, experience, and capacity will be brought to bear for this project. Stakeholders will work together to identify new partners, locations, and

⁵ Brian R. Higgins; Joel Hunt, "Collective Efficacy: Taking Action to Improve Neighborhoods," May 1, 2016

specific activities for place-based interventions. We expect these activities to include things such as:

- Community mapping of resources and challenges using ArcGIS mapping
- Public Art Projects & Green Spaces: A key element of place-based crime prevention is to diminish opportunities for crime by making it “riskier, less rewarding, more difficult, less excusable, or less likely to be provoked” (Welsh and Farrington 2012)
- Large-scale Community Violence Prevention Convenings
- Restoration of neighborhood anchor points⁶
- Housing security & land use advocacy⁷
- Community Leadership & Empowerment
- Exploration of a hybrid public safety model that coordinates mental health services and law enforcement services

For all strategies, eligible and appropriate project participants will be identified and accessed primarily through partner agencies such as Riverside County Probation Department and Jurupa Unified School District. If an inability to access or serve those individuals is identified, partners will work collaboratively to identify methods to overcome barriers and challenges. In order to maintain sustained engagement, Reach Out will ensure participants are incentivized for recruitment, retention, and program completion. We will also work to overcome barriers to participation, such as offering transportation alternatives where available, or offering programs virtually. A needs assessment will be conducted at the start of case management or other services in order to tailor services to participant needs. Please see the Project Work Plan in Appendix K for further information.

3. Organizational Capacity and Coordination

⁶ Higgins, Brian R., and Joel Hunt, “Collective Efficacy: Taking Action to Improve Neighborhoods,” NIJ Journal 277 (2016)

⁷ Criminal Behavior and Victimization Among Homeless Individuals With Severe Mental Illness: A Systematic Review

Reach Out, a 52-year old nonprofit agency in the Inland Empire, holds health equity, civic engagement, and transformational community leadership as foundational necessities to a vibrant, healthy and strong community. Reach Out's philosophy is based on the social-ecological model that demonstrates the interconnectedness of:

- The Individual
- The Family
- The Community
- The Environment



Reach Out is also a highly skilled, experienced, and trusted intermediary. We are firm believers in collaboration, and have eight collaboratives/coalitions under our fiscal and organizational leadership. While we provide the backbone infrastructure and staffing for these collaboratives, our goal is to build the inherent leadership of the group so that the work can be multiplied out through the talents and skills of the members.

With a well-established team of 50+ full time staff and a yearly budget of over \$7 million, Reach Out is one of the only community-based organizations working in Jurupa Valley with the demonstrated administrative capacity and experience to manage multiple, complex subcontracts, meet reporting requirements, ensure fiscal accountability for an adequate audit trail, and monitor partnering agencies. In managing subcontracts, Reach Out has managed up to 32 agencies simultaneously with complex deliverables to a successful completion. Our agency also has a dedicated Learning and Evaluation team focused on authentic listening, integrating and helping community voices inform strategy and evaluation, and evaluating program effectiveness.

We are especially proud to be considered trusted messengers by both community members and local agencies who recognize Reach Out as an agency that is nimble enough to address pressing health and resource needs quickly while having a strong, foundational community trust built from a half-century of direct community engagement and outreach. Our team of partners is a diverse and passionate group of stakeholders addressing violence prevention and intervention efforts across the spectrum. Reach Out will utilize the Intermediary Model and Collective Impact Framework to coordinate the network of partners throughout this project. With the Intermediary Model, Reach Out acts as a trusted facilitator and convener of community

stakeholders to support work on a large, coordinated scale. Joined with the Collective Impact Framework, we will ensure the creation of a strong, united network of partners.

Our cohort of multi-sectoral partners includes: City of Jurupa Valley; Jurupa Unified School District; Riverside County Probation Department; Riverside University Health System – Public Health (County Department of Public Health); First 5 Riverside County; Carolyn E. Wylie Center; Queen of Hearts Therapeutic Riding Center, and; Molina Healthcare.

As a whole, Reach Out and our partners are in a position to foster the conditions that shift mindsets, policies and practices focused on violence prevention and intervention. Letters of Commitment from each of these agencies are included with this application. While the attached letter from Riverside County Probation is labeled as a “letter of support,” this is due to the organizational restrictions and a short timeline. We have commitment from the Probation Department to move forward on these activities.

While many of our partners have worked together in the past, this will be the first time that agencies are coming together to specifically organize around violence prevention and intervention in the city of Jurupa Valley. This will allow greater coordination and communication that will minimize duplication of services.

Due to the diverse populations we serve, all staff at Reach Out are trained on Trauma-Informed Care and Cultural Competency, and implement these approaches in their daily work. Staff regularly attend trainings to supplement cultural sensitivity and understanding. Our Wellness Committee is deeply involved with offering activities and supports to maintain the wellness of our staff. We also offer an employee assistance program.

Reach Out's commitment to social, racial and economic equity, is held within our mission statement, and implemented every day through our direct service programs, our policy initiatives, collaborative work, and movement-building through large-scale convenings - all of which focus on building economic equity, social cohesion and inclusion, and a high quality of life for all residents, particularly for those who have been historically excluded due to their race, income level, gender, religion, immigration status, disability, age, sexual orientation, or zip code. The diverse lived experiences of our staff allow a variety of perspectives to inform our program design

and strategies, while their deeply personal connections with our communities give valuable insight into the challenges and barriers faced by those most affected by the structural barriers this program is designed to address.

Specifically, the Latinx demographic in the city accounts for just over 70% of the total population, with some communities averaging higher. Creating trusting, culturally responsive relationships with our Latinx population isn't simply a goal for organizations that work in the city – it is an imperative. Reach Out ensures that we hire program staff who are bilingual English/Spanish speakers, and wherever possible, they are hired directly from the communities that they will work in. This leads to greater insight into the strengths and challenges of our clients. All program materials are offered in both English and Spanish. Our staff are culturally competent, empathetic and driven individuals who are representative of the target populations they serve, and able to address barriers that arise from cultural and linguistic differences, stigma, and mistrust of the system.

Reach Out has experience working with the target population through multiple programs including Youth Court. Several of our partners also have long-lasting and ongoing experience working with the target population, particularly the Riverside County Probation Department. Importantly, Reach Out has been conducting deep community engagement work in the city of Jurupa Valley for almost a decade through our Healthy Jurupa Valley initiative. Healthy Jurupa Valley is a unique public/private partnership between Reach Out and the City of Jurupa Valley established in 2012. Healthy Jurupa Valley's five Action Teams were created directly from community feedback and priorities, and work to create systemic, coordinated and long-term change throughout the city to increase community wellness. In 2019/20 alone, HJV established more than 155 partnerships with county, city and state agencies, nonprofits, employers, small businesses, health providers, faith groups, and law enforcement, all for the purpose of meeting the needs of our underserved, low-income residents of color, many of whom are mono-lingual Spanish-speaking. Residents report that through HJV, they have a greater sense of community, that they are able to find the resources they need to support their families, and that through Reach Out, they feel comfortable and a part of something important for their families. Having a

trusted intermediary with deep community ties will ensure many of the usual challenges to conducting this type of program are not an issue.

Our community engagement and planning process will include intentional measures to involve system-impacted and system-involved individuals. Access to these populations will be facilitated by partners who are already working directly with this population. The community engagement and planning process will ensure all stakeholders have input into the project design, implementation, and evaluation process.

Technical assistance will be obtained through subcontracts with subject matter experts where necessary. Additionally, Reach Out has current staff who can work to ensure that the proposed violence reduction strategy is being implemented as intended. One such subcontractor has been identified for assistance with law enforcement.

4. Project Evaluation and Monitoring

Project evaluation and monitoring will be overseen by Reach Out's Learning and Evaluation Administrator (LEA). Under her guidance, the internal evaluation team will monitor project progress and conduct a process evaluation. We will contract with an independent evaluator for outcome evaluation. The independent evaluator will have at least 5 years of experience in program evaluation and will be selected through an informal bidding process. During project start-up, LEA will work closely with the independent evaluator to develop a comprehensive local evaluation plan, create data collection tools and protocols, train staff on those protocols, and support staff with community-led needs assessments. Throughout the project, internal evaluation team will collect performance and process data (e.g., service delivery statistics, participant feedback) and independent evaluator will collect outcome data (e.g., behavioral and attitudinal changes, community-level crime outcomes). Independent evaluator will receive process evaluation data from the internal evaluation team to analyze the mechanisms through which expected outcomes are achieved.

Process evaluation will assess how the project activities are delivered as planned and how community members experience the project components. Process indicators to measure include but are not limited to: (1) 75% of JUSD students 7th grade and up

receive at least one of the mental/behavioral health programming; (2) Community Resource & Training Center serves 200 residents per week by 2023; (3) at least 40 juvenile court cases are referred to Youth Court each year; (4) community-led violence prevention strategic planning is completed by 2024. These and other indicators will be evaluated using both quantitative and qualitative methods, such as activity/service data tracking and feedback surveys.

Outcome evaluation will focus on the effectiveness of the project and the extent to which its goals were achieved. Individual level outcome indicators (e.g., increased knowledge of and intention to seek mental/behavioral health resources and assistance among JUSD students; lower recidivism rates among Youth Court respondents compared to juvenile court cases) will be assessed through court/probation records and pre/post participant surveys. Data for community and systems level outcome indicators (e.g., decreased rate of violent crimes; increased collective efficacy among residents) will be collected via city crime statistics and community surveys and/or focus groups.

Data analysis methods will include descriptive statistics, tests of significance for changes from pre to post and for group differences, thematic coding for qualitative data, and spatial analysis for the relationship between crime rates and place-based strategies employed. The internal evaluation team and independent evaluator will work collaboratively to prepare quarterly evaluation updates to the project staff and key partners. Evaluators, staff, and partners will discuss project progress, identify successes and challenges, and reflect on the evaluation data to make adjustments to maximize project impact. Additionally, the independent evaluator will submit an annual progress report at the end of years 1 and 2, and a final summative report at the end of year 3. Reach Out team will review the annual reports with key partners and use the findings to inform decisions about overall project direction and implementation.

(1) Goal:	Implement and promote trauma and violence prevention strategies and programs that focus on promoting wellbeing to successfully address the range of factors that place people at risk for violence or protect them from experience or perpetrating violence.		
Objectives:	<p>A. By 2023, a community resource center will be established to provide prevention-focused services, workforce development, and basic needs supports.</p> <p>B. At the end of the project, a higher percentage of middle and high school students in Jurupa Valley will report knowledge of and intention to seek assistance and resources to address mental health and substance use issues compared to beginning of the project.</p> <p>C. By the end of the project period at least 500 youth and adults will have completed workforce development programming.</p>		
Project activities that support the identified goal and objectives:		Responsible staff/ partners	Timeline
			Start Date End Date
1. Provide substance use prevention and mental health programming to students in Jurupa Unified School District.		Program Director, Outreach Specialists, JUSD, Carolyn	7/1/22 6/30/25
2. Work with partners to co-locate staff to provide prevention-focused services and basic needs supports to Jurupa Valley residents.		E. Wylie Center, Molina Healthcare, Riverside County Public Health	12/31/23 6/30/25
3. Promote economic wellbeing with workforce development programming.			7/1/23 6/30/25
(2) Goal:	Implement and promote trauma and violence intervention strategies and programs, which are trauma-informed, to support sustained reductions in violence, victimization, trauma, and exposure to violence by effectively identifying the multi-contextual challenges and implementing multi-sectoral solutions in the city of Jurupa Valley.		
Objectives:	<p>A. At the end of the project, the percentage of Youth Court participants who commit an additional offence within 6 months will be 10% lower than the percentage of Juvenile Court involved youth who commit an additional offence in the same time frame.</p> <p>B. By 2025, at least 125 Riverside County juvenile court cases will be referred to and completed by Youth Court.</p> <p>C. By 2023, a community resource center will be established to provide intervention-focused services.</p>		
Project activities that support the identified goal and objectives:		Responsible staff/ partners	Timeline
			Start Date End Date ⁷⁰
1. Expand case management of current JUSD Youth Court program.		Program Director, Resource Center Manager, Case Manager, Riverside County Probation	9/1/22 6/30/25
2. Work with Riverside County Probation on Youth Court creation and expansion of restorative justice practices.			7/1/22 6/30/25
3. Offer comprehensive wraparound services to those with the highest risk of perpetrating or being victimized by violence			12/31/23 6/30/25
(3) Goal:	Implement and promote effective place-based strategies by mobilizing communities, city agencies and regional partners to prevent and reduce trauma and the multiple forms of violence by prioritizing initiatives that will enhance safe, resilient, and equitable neighborhoods throughout the city of Jurupa Valley.		
Objectives:	<p>A. By December 31, 2024, a Violence Prevention Strategic Plan will be completed.</p> <p>B. At the end of the project, Jurupa Valley residents will report a higher level of collective efficacy compared to the beginning of the project.</p> <p>C. By the end of the project, the number of violent crimes will decrease by 5% in the city of Jurupa Valley.</p>		
Project activities that support the identified goal and objectives:		Responsible staff/ partners	Timeline
			Start Date End Date
1. Conduct community-wide violence prevention and intervention planning and community mapping of resources and challenges.		Program Director, Outreach Specialists, City of Jurupa Valley, All other partners	7/1/22 6/30/24
2. Research feasibility of Hybrid Public Safety Model			7/1/22 6/30/25
3. Promote land use, housing, substance use, and other policies proven to reduce violence.			12/1/22 6/30/25

City of Jurupa Valley

Chris Barajas Mayor, Leslie Altamirano Mayor Pro Tem,
Brian Berkson, Council Member, Guillermo Silva, Council Member, Lorena Barajas Bisbee, Council Member

January 27, 2022

TO: Board of State and Community Corrections

RE: Letter of Commitment, California Violence Intervention and Prevention Grant Program

71

This letter is being submitted to document that the City of Jurupa Valley agrees to partner on the CalVIP grant proposal being submitted by Reach Out.

As a part of this grant, the City of Jurupa Valley agrees to work with Reach Out and other partners to implement violence prevention strategies where these activities align with the direction of the City Council. Any financial participation on the part of the city can only be approved by city council direction.

Sincerely,



Rod B. Butler
City Manager



Dr. Trenton Hansen, Superintendent

4850 Pedley Road, Jurupa Valley, CA 92509 T (951) 360-4100

February 9, 2022

To: Board of State and Community Corrections

RE: Letter of Commitment, California Violence Intervention and Prevention Grant Program

This letter is being submitted to document that Jurupa Unified School District agrees to partner on the CalVIP grant proposal being submitted by Reach Out.

As a part of this grant, Jurupa Unified School District agrees to partner with Reach Out in providing support for JUSD's Student Youth Court by training student jurors, providing training for restorative practices, peer mentoring, and community leadership. JUSD will also work with Reach Out to support parent engagement through offering courses on drug and gang awareness, support the expansion of SYC to increase the case management and hearing dates offered to JUSD students and community youth.

Sincerely,

A handwritten signature in blue ink that reads "M. Owens". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Monty Owens, Director of Educational Equity

LEARNING WITHOUT LIMITS



February 10, 2022

To: Board of State and Community Corrections

RE: Letter of Commitment, California Violence Intervention and Prevention Grant Program

This letter is being submitted to document that Riverside University Health System – Public Health (RUHS-PH) agrees to partner on the CalVIP grant proposal being submitted by Reach Out.

As a part of this grant, RUHS-PH agrees to provide data to further define populations and communities at greatest risk. These data will be used to drive the interventions and to develop metrics to measure program success. In addition, RUHS-PH agrees to provide support through education and outreach. Staff will provide community-based outreach to solicit participants and connect to resources. RUHS-PH will also use our social media platforms, networks of stakeholders, and areas of community participation to spread information on the program and to provide information to the public on the impact of various forms of violence on our communities.

RUHS-PH is in strong support of Reach Out's grant proposal. They are anchored to the community and trusted by the people in Jurupa Valley. In addition, Reach Out has a long history of partnering with RUHS-PH, other Community Based Organizations, and Faith Based Organizations to impact communities in a positive way and affect change.

Please contact me at (951) 358-7036 or ksaruwatari@ruhealth.org with any questions or for additional information.

Sincerely,

A handwritten signature in blue ink that reads "Kim Saruwatari".

Kim Saruwatari
Director



RIVERSIDE COUNTY PROBATION DEPARTMENT
Serving Courts • Protecting Our Community • Changing Lives



February 8, 2022

State of California
Board of State and Community Corrections
2590 Venture Oaks Way, STE 200
Sacramento, CA 95833

RE: Letter of Support for the California Violence Intervention and Prevention Grant Program

To whom it may concern:

The Riverside County Probation Department (Probation), a progressive criminal justice agency, is providing this letter of support on behalf of the Reach Out organization in their application for the California Violence Intervention and Prevention Grant program.

Reach Out is dedicated to embracing communities to strengthen and enable all community members to grow, thrive and lead, to create safe and healthy neighborhoods. If awarded the funds, Reach Out plans to target the Jurupa Valley communities of Riverside County; working through high school campuses and community partners to serve youth disproportionately impacted by violence. Reach Out proposed programs include a peer-to-peer Youth Court, modeled after the judicial system, allowing youth to have opportunities as both respondents and jurors (once youth's own disposition is completed); and an Insights program which will align with the Positive Youth Development framework for youth who have or are at-risk of legal/social systems involvement.

Probation supports the endeavors of Reach Out in their continued efforts to grow important services in the Jurupa Valley communities of Riverside County; its ability to carry out the goals and objectives of the California Violence Intervention and Prevention program; and recommends the State of California, Board of State and Community Corrections to give this application strong consideration.

Sincerely,

A handwritten signature in black ink that reads "Ron Miller II".

Ron Miller II
Chief Probation Officer

COMMISSION

Deborah Clark-Crews
Chair

Zachary Ginder
Vice-Chair

Chuck Washington
County Supervisor

V. Manuel Perez
County Supervisor/Alternate

Kimberly Britt

Jose Campos

Edwin Gomez, Ed. D.

Rosa Verduzco

Stephanie Yost

Kimberly Saruwatari

STAFF

Tammi Graham
Executive Director

Yvonne Suarez
Deputy Director
Administration

Barbara Andrade DuBransky
Deputy Director
Programs

January 27, 2022

State of California
Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

RE: Letter of Commitment, California Violence Intervention and Prevention Grant Program

This letter is being submitted to document that First 5 Riverside County agrees to partner on the CalVIP grant proposal being submitted by Reach Out, serving Riverside County, California.

As a part of this grant, First 5 Riverside County agrees to provide a total cash match of \$150,000 (\$50,000 each year for three years) to assist Reach Out in supporting, expanding and replicating evidence-based violence reduction initiatives in Riverside County communities in support of families with children ages 0 through 5 and/or pregnant mothers.

In addition, First 5 Riverside County will be able to provide an in-kind match of services and resources for families with children that is to be determined through a community input process to be conducted during the first year of funding.

First 5 Riverside County, in partnership with the Riverside County Department of Public Social Services, brings a wealth of services through its Family Resource Center Network that includes the City of Jurupa Valley and surrounding communities. The premise of family resource centers, whether county, school district or community operated, is that they are potential vehicles to improve the reach and engagement of vulnerable families and children up to age 18 by expanding their access to needed services and supports. The FRC network also includes First 5 Riverside County investments and systems that exponentially broaden and expand supports for families with children ages 0 through 5 (including pregnant women) to give them the best start in life.

First 5 Riverside County systems and supports that may be used as in-kind match to support Reach Out's CalVIP proposal includes:

- **Home visiting services** provided by the Jurupa Unified School District (and funded by First 5 Riverside County) to families with children ages 16 months through 5 years that are challenged by poverty, isolation, language and literacy barriers to promote socio-emotional and language development using three evidenced based models.
- A partnership with the Riverside University Health System – Behavioral Health to provide a continuum of **early identification, intervention, and treatment services** to children ages 0-5 to help young children develop skills and abilities to prepare them for school and

COMMISSION

Deborah Clark-Crews
Chair

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Vice-Chair

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Executive Director

Yvonne Suarez
Deputy Director
Administration

Barbara Andrade DuBransky
Deputy Director
Programs

life and promote social competence and decrease development of disruptive behavior among children up to age 6.

- **Help Me Grow** ensures all children with developmental delays are identified and linked to resources through a joint investment with First 5 San Bernardino to partner with Loma Linda Children's Hospital to create a regional early identification and intervention system that aligns and strengthens existing resources to create stronger referral pathways and ensure there is "no wrong door" for families with young children who need support.

First 5 Riverside County is committed to preventive and intervention initiatives and systems that give children ages 0 through 5 the most optimal environment to thrive in school and life. We look forward to being a committed partner with Reach Out to support families and children in the City of Jurupa and surrounding communities.

Sincerely,



Tammi N. Graham, Executive Director
First 5 Riverside County

cc:  Yvonne Suarez, Deputy Director, Administration
Barbara Andrade DuBransky, Deputy Director, Programs
Piera Causley, Regional Manager, Family Resource Centers
Carol Abella, Administrative Services Manager II, Programs
Jill Kowalski, Administrative Services Officer

Queen of Hearts Therapeutic Riding Center, Inc.

*A Non-Profit Equine-Assisted Therapy Program for People with Special Needs
CA Organization No. 2231279 ~ Federal 501(c)(3) EIN 33-0907556 ~ Duns 030638451
Where the Riding Spirit Comes from the Heart*

*6407 Dana Avenue
Jurupa Valley, CA 91752 -2427
(951) 734-6300
www.queenofheartsranch.org*



*PATH Intl Premier Accredited Center No. 43710
PATH Intl Certified Therapeutic Riding Instructors
PATH Intl Certified Equine Specialists
EAGALA Advanced Certified Facilitators
VA/RII Certified Peer Support Specialists*

January 27, 2022

To: Board of State and Community Corrections

RE: Letter of Commitment, California Violence Intervention and Prevention Grant Program

This letter is being submitted to document that Queen of Hearts Therapeutic Riding Center, Inc. agrees to partner on the CalVIP grant proposal being submitted by Reach Out.

As a part of this grant, Queen of Hearts Therapeutic Riding Center, Inc. agrees to provide equine-assisted services to work with youth who present with a variety of issues that can be addressed with equine-assisted activities. Horseback riding lessons combined with horsemanship skills help participants to address emotional, behavioral, or physical issues. We will teach leadership and job skills to youth with the goal of influencing positive role models and provide and practice life/job skills as participants learn responsibilities for future success and independence.

Sincerely,

A handwritten signature in black ink that reads "Robin L. Kilcoyne".

Robin L. Kilcoyne, M.Ed.
SGM, USA (Retired)
QoH TRC Founder/Executive Director
EAGALA Certified Equine Specialist
PATH Intl Certified Therapeutic Riding Instructor &
Equine Specialist in Mental Health and Learning
RI Intl and VA Certified Peer Support Specialist

January 27, 2022

To: Board of State and Community Corrections

RE: Letter of Commitment, California Violence Intervention and Prevention Grant Program

This letter is being submitted to document that The Carolyn E. Wylie Center agrees to partner on the CalVIP grant proposal being submitted by Reach Out.

As a part of this grant, The Carolyn E. Wylie Center agrees to provide the following services:

- Financial Literacy workshops – A Financial counselor will provide workshops to persons seeking financial literacy education. We offer a course for different age groups, income groups, and different concerns/purposes. Courses can range from basic/intermediary to advanced financial education.

In-Kind Services offered:

- Rental Counseling – Create realistic financial goals, teach techniques to improve credit. How to identify an affordable unit/Calculating affordable rent payments, educate renters about financial planning and good rental practices, teach renter right and responsibilities, help renters understanding Lease agreements, connect renters with resources to assist with utility bill and other rental support.
- Default and Foreclosure - Homeowners facing imminent default, in the default process, in the foreclosure process, or have a sale date. Counselors will work with the client to establish a budget to assure that the client can afford a work-out option. Call Lender to determine which work-out option is available to the client and what the process and procedures are to apply. Educate the clients on the foreclosure process and other services that The Wylie Center may provide. Create an Action Plan that the client and counselor will use as reference for follow ups.
- Homebuyer education – Course covers what it takes to become a homeowner, how to keep up with maintenance, and how to sustain homeownership. A certificate will be provided at completion of course. Course will be offered either in a class setting, online, or one-on-one session.
- Homeless counseling - Clients who are seeking short/long term housing sustainability, financial management, medical services, and mental/physical referrals. Counselor will work one on one to determine referrals needed per client case and will provide guidance throughout process.

- Representative Payee services - Clients who are seeking short/long term housing sustainability, financial management, medical services, and mental/physical referrals. Counselor will work one on one to determine referrals needed per client case and will provide guidance throughout process.
- Case management - Is a collaborative process of assessment, planning, facilitation, care coordination, evaluation and advocacy for options and services to meet an individual's and family's comprehensive health needs through communication and available resources to promote patient safety, quality of care, and cost-effective outcomes.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mickey Rubinson', with a stylized, cursive script.

Mickey Rubinson, CEO

February 9, 2022

To: Board of State and Community Corrections

RE: Letter of Commitment, California Violence Intervention and Prevention Grant Program

This letter is being submitted to document that Molina Healthcare of California agrees to partner on the CalVIP grant proposal being submitted by Reach Out.

As a part of this grant, Molina Healthcare of California agrees to work closely with Reach Out to provide the following services to the community:

- Provide health education materials
- Information and referrals to all Molina programs available for adults, children, and pregnant women
- Provider support with community events, health fairs, and parent activities led by Reach Out

Sincerely,

Ruthy Argumedo

Ruthy Argumedo, AVP Growth and Community Engagement
Molina Healthcare of California

E.4.24-03: Approve 2024 First 5 Riverside County Finance Subcommittee Members



AGENDA ITEM: 24-03

DATE OF MEETING: January 24, 2024

ACTION:

INFORMATION:

**APPROVE 2024 FIRST 5 RIVERSIDE COUNTY
FINANCE SUBCOMMITTEE MEMBERS**

SUMMARY OF REQUEST

Appoint members to the Commission Finance Subcommittee. Appointments will take effect upon Commission action and will remain in effect through December 31, 2024, or when the appointee’s term expires, the appointee resigns or is removed.

Commission Representation	Advisory Committee Representation
Finance Subcommittee (Standing)	
Zachary Ginder Jose Campos Kimberly Saruwatari	Jiles Smith

BACKGROUND

The overarching role of the subcommittee is to work with staff by providing valuable input regarding financial strategies, internal fiscal processes, transparency of financial practices, and Commission strategic investments.

January 23, 2023 (Action Item 23-03): The Commission appointed members to the Finance Subcommittee to serve a one-year term, which ended December 31, 2023.

March 9, 2016 (Action Item 16-12): The Commission established the standing finance subcommittee to provide input and contribute to the ongoing implementation of the Strategic Plan. The composition of the committee shall consist of no more than five (5) members; contain a combination of Commissioners and Advisory Committee members

with current terms; and serve for one year from the time of appointment but may be reappointed without limitation of the number of terms served. The committee is chaired by a Commissioner and the Commission reserves the right to remove an appointed member.

First 5 personnel will provide staff support to each subcommittee as assigned by the Executive Director. Appointments to the Finance Subcommittee will be made on an annual basis.

RECOMMENDED ACTION

That the Commission appoint the following members to the Finance Subcommittee: Commissioner Zachary Ginder, Commissioner Jose Campos, Commissioner Kimberly Saruwatari, and Advisory Committee Member Jiles Smith through December 31, 2024.

BUDGET IMPACT

None

STRATEGIC PLAN RELEVANCE

Goal 4 – Countywide Impact

POTENTIAL CONFLICTS OF INTEREST

None known

E.5.24-04: Approve and Adopt the Revised Fiscal Year 2023/2024 Annual Budget and Vendor list of First 5 Riverside County Children & Families Commission



AGENDA ITEM: 24-04

DATE OF MEETING: January 24, 2024

ACTION:

INFORMATION:

**APPROVE AND ADOPT REVISED
FISCAL YEAR 2023/2024 ANNUAL BUDGET OF
FIRST 5 RIVERSIDE COUNTY CHILDREN & FAMILIES COMMISSION**

SUMMARY OF REQUEST

Approve and adopt the revised FY 2023/2024 annual budget to recognize adjustments to revenue not originally included in the budget and recognize building maintenance expenditures.

BACKGROUND

In May 2023, the Commission approved the FY 2023/2024 annual budget (Action Item 23-26), which reflected an estimate of \$24,717,275 in revenue (Fund 25800) and \$31,383,389 in expenditures with \$6,676,114 projected from fund balance augmenting current year revenues.

Since then, several additional revenue sources have been approved. The revised budget reflects an adjustment to the general fund (25800) increasing revenue by \$4,551,293 from \$24,717,275 to \$29,268,568. Fund 25800-522310 expenditures will increase by \$50,000 from \$31,393,389 to \$31,443,389 for building and maintenance projects. An adjustment to the Contract account 527980 is not recommended in this request. These recommended adjustments, as approved, will result in and reduced draw from the fund balance, now estimated at \$2,174,821 to augment revenue in support of proposed expenditures.

BUDGET ADJUSTMENT SUMMARY

Revenue – Fund 25800 (\$29,268,568): Reflects an increase of \$4,551,293 from the original budget as noted below:

- *State of California* – an increase of \$3,966,793, which includes \$3,832,648.50 primarily based on the newly approved IMPACT Legacy grant and \$134,144 from First 5 Orange County to support local system building efforts consistent with each

county’s adopted workplan and coordinate identified activities. The approved FY 23/24 budget has adequate appropriation in the Contracts expense account (527980) for the state-funded agreements.

- *Riverside County Office of Education (RCOE)* – an increase of \$175,000 in revenue funds to support the Quality Start Riverside County (QSRC) partnership with RCOE, supports the data system and sustainability planning for continuous improvement of program quality at early learning sites, and use of space by Riverside County Superintendent of Schools Staff at the Mecca Family Resource Center.
- *Reimbursement for Salaries* – an increase of \$99,500 due to an increase of Family Resource Center funding to support the County Office of Service Integration staffing.
- *Contribution from Other County Funds* – an increase of \$310,000 based on the approved Unincorporated Communities Initiative (UCI) funding allocation in the amount of \$250,000 for the funding needs for various childcare centers within the Fourth District, and the approved Community Improvement Designation Funds allocation in the amount of \$60,000 for the funding of infant survival swim lesson scholarships and the training of three instructors.

Expenditures – Fund 25800 (\$31,443,389): Reflects an increase of \$50,000 from the original budget as noted below:

- *Riverside County – Facilities Management (522310):* Original budget increase from \$100,000 to \$150,000 to support building maintenance and exterior improvements to include 1) Mead Site Office Remodel, \$75,000 and 2) 585 Technology site for exterior paint and parking lot slurry, \$75,000.
- *Vendor Selection:* Budget for vendors identified below was included in the original budget and now have been identified to support early literacy and capacity-building efforts.

RECOMMENDED ACTION

That the Commission:

1. Approve and adopt the revised FY 2023/2024 CFARC (25800) budget as proposed.
2. Authorize the Executive Director or Designee to:
 - a. Expend funds for the vendors noted below under the Operational Expense section of this budget.

Table A. Cumulative Vendor List

Cumulative Vendor – Description	Total
Action Item – 23-26	
First 5 Association – Membership Dues & Policy Fund	\$ 50,000
Total Plan and/or GM Business Interiors – Office Reconfigurations	\$ 200,000

Golden State Technology and/or Saitech – Computers & related equipment	\$ 90,000
Action Item – 24-04	
CM School Supply-Learning Materials	\$ 50,000
Discount School Supply-Learning Materials	\$ 50,000
Hexagramm Books-Learning Materials	\$ 50,000
Lakeshore Equipment Company-Learning Materials	\$ 50,000
Raising a Reader Goundation-Training and Materials	\$ 50,000
Teachstone Training LLC	\$ 50,000
Zero To Three – Region 9 HUB Training	\$ 50,000

- b. Execute documents, contracts, and amendments, including coordination of appropriate actions to expend funds in accordance with established Commission policy and as set forth in the attached budget.

BUDGET IMPACT

Net increase of \$4,551,293 in revenue of CFARC Fund 25800, increase in expenditures of \$50,000, with a projected \$2,174,821 fund balance draw to augment current revenue.

ATTACHMENTS

1. Summary – Revised FY 2023/2024 CFARC Fund 25800 Annual Budget
2. Cumulative Vendor List FY 2023/2024

Riverside County Children & Families Commission

FY 2023-2024

First 5 Riverside County Budget Summary

938001-25800 (CFARC)

Description	ACCOUNT	FY 23/24 REVISED MAY BUDGET	Adjustments	FY 23/24 REVISED JANUARY
REVENUE	7xxxx			
Interest-Invested Funds	740020	350,000		350,000
CA - Tobacco Prop 10	754000	13,074,768		13,074,768
CA - Prop 56 Tobacco Act 2016	754020	3,500,000		3,500,000
F5CA (IMPACT, DLL, HV)	755870		3,966,793	3,966,793
Program Revenue	781480	-	175,000	175,000
Reimbursement for Salaries - (CalWORKs)	777520	5,292,507		5,292,507
Reimbursement for Salaries - (FRCs)	777540	2,500,000	99,500	2,599,500
Reimbursement for Salaries - (FRCs)	777540	-		-
Contribution from Other County Funds	790600		310,000	310,000
TOTAL REVENUE		\$ 24,717,275	\$ 4,551,293	\$ 29,268,568
APPROP 1 - Salaries and Benefits	51xxxx	8,285,045		8,285,045
APPROP 2 - Services and Supplies	52xxxx	2,708,344	50,000	2,758,344
SUBTOTAL		\$ 10,993,389	\$ 50,000	\$ 11,043,389
APPROP 2 - Contracts and MOUs		19,600,000		19,600,000
TOTAL CONTRACTS AND MOUs		\$ 19,600,000		\$ 19,600,000
APPROP 4 - Capital Assets	542060	800,000		800,000
TOTAL APPROP CAPITAL ASSETS		\$ 800,000		\$ 800,000
TOTAL APPROPRIATIONS		\$ 31,393,389	\$ 50,000	\$ 31,443,389
TOTAL REVENUES		\$ 24,717,275	\$ 4,551,293	\$ 29,268,568
VARIANCE		\$ (6,676,114)	\$ 4,601,293	\$ (2,174,821)

Cumulative Vendor List FY 23/24

	Vendor	Description	Action Item	Commission Approval Date	Total	YTD Expenditures as of 12/31/2023
1	First 5 Association of California	Membership	23-26	5/10/2023	\$ 50,000.00	\$ 50,000.00
2	Totalplan and/or GM Business Interiors Inc	Office Reconfigurations	23-26	5/10/2023	\$ 200,000.00	\$ 114,804.48
3	Golden State Technology and/or Saitech	Computers & related equipment	23-26	5/10/2023	\$ 90,000.00	\$ 2,021.63
4	Raising A Reader	Training and materials	24-xx	01/24/2024 Pending	\$ 50,000.00	\$ 20,091.76
5	Lakeshore Equipment Company	Learning materials	24-xx	01/24/2024 Pending	\$ 50,000.00	\$ -
6	CM School Supply	Learning materials	24-xx	01/24/2024 Pending	\$ 50,000.00	\$ -
7	Discount School Supply	Learning materials	24-xx	01/24/2024 Pending	\$ 50,000.00	\$ -
8	Hexagramm Books	Learning materials	24-xx	01/24/2024 Pending	\$ 50,000.00	\$ -
9	Zero To Three	Region 9 HUB Training	24-xx	01/24/2024 Pending	\$ 50,000.00	\$ -
10	Teachstone	Region 9 HUB Training	24-xx	01/24/2024 Pending	\$ 50,000.00	\$ -

E.6.**24-05**: Approve First Amendment with Corona-Norco Family Young Men's Christian Association (YMCA) to Support Drowning Prevention Efforts From July 1, 2023 - June 30, 2026 (**CONTRACT NO. CF24104**) [**\$986,850 - PROP 10 FUNDS**]



AGENDA ITEM: 24-05
DATE OF MEETING: January 24, 2024
ACTION:
INFORMATION:

**APPROVE FIRST AMENDMENT WITH
CORONA-NORCO FAMILY YOUNG MEN’S CHRISTIAN ASSOCIATION (YMCA)
TO SUPPORT DROWNING PREVENTION EFFORTS
FROM JULY 1, 2023 – JUNE 30, 2026
(CONTRACT NO. CF24104)
[\$986,850 – PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve the First Amendment of Contract No. CF24104 with Corona-Norco Family Young Men’s Christian Association (YMCA). Increase the maximum reimbursable amount from \$600,000 to \$986,850, effective July 1, 2023 – June 30, 2026, to support drowning prevention efforts. Approval of this amendment will increase swim lessons provided to children under 6 from 4,000 to 6,579 during the funding period.

BACKGROUND

On May 10, 2023, Contract No. CF24104 was approved by the Commission to provide swim lessons to 4,000 children over three fiscal years from July 1, 2023, through June 30, 2026.

Corona-Norco Family YMCA’s program is a year-round swim lesson program that serves children aged 0-5. The program includes water safety instruction, designed to prevent drowning by encouraging children and families to follow safety protocols around water and by building confidence in their swimming abilities.

Corona-Norco Family YMCA is serving children residing in the First and Second Districts and is also serving families traveling throughout the County. Approval of this contract amendment will fund swim lessons for additional 2,579 children over the contract term.

These swim lessons are provided in addition to Commission-approved swim lessons through SoCal Water Babies, Desert Recreation District, and Jurupa Valley Recreation

and Parks District. These additional swim lessons will build upon the Commission's previous investments and expand swim lessons to the First, Second, Third and Fifth Districts. Drowning is a preventable cause of death and disability among young children and approval of this contract increases access to potentially lifesaving lessons.

RECOMMENDED ACTION

That the Commission:

1. Approve the First Amendment of Contract No. CF24104 with Corona-Norco Family YMCA attached hereto for an amount not to exceed \$986,850, effective July 1, 2023 – June 30, 2026, to support drowning prevention efforts, and authorize the Executive Director to sign the contract on behalf of the Commission, subject to County Counsel approval as to form.
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 the Contract No. CF24104, 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 has been included in the approved FY 23/24 budget to support funding for this initiative (938001-25800-92945-527980).

STRATEGIC PLAN RELEVANCE

Goal 2: Comprehensive Health and Development

POTENTIAL CONFLICTS OF INTEREST

None Known

ATTACHMENTS

1. CF24104 First Amendment Corona Norco YMCA Drowning Prevention

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT FOR INVESTMENT OF FUNDS
FIRST AMENDMENT

Contractor: Corona-Norco Family Young Men’s Christian Association (YMCA)
Contract No.: CF24104
Address: 815 W 6th Street
Corona, CA 92882

WHEREAS, the Riverside County Children and Families Commission (“Commission”) has entered into a Contract for Investment of Funds (“Contract”) with Corona-Norco Family Young Men’s Christian Association (“Contractor”) for the provision of services, and the parties now wish to amend the Contract, to be effective as of July 1, 2023, (“First Amendment”).

Now, therefore, the parties agree to amend the Contract as follows:

- A. There is no change to the contract term as noted below:
July 1, 2023 – June 30, 2026
- B. All references to the maximum reimbursable amount, shall be amended from \$600,000 to \$986,850.
- C. Exhibit B-1. Budget is added as outlined in Attachment B-1 and is attached hereto. Exhibit B is deleted in its entirety and replaced as attached.
- D. All other terms and conditions of the Contract, as amended, shall remain in full force and effect.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this First Amendment.

CONTRACTOR:

Riverside County Children and Families
Commission:

By: _____
Audrie Echnoz
Chief Executive Officer
Authorized Signatory

By: _____
Tammi Graham, Executive Director

Date: _____


Date: _____

ATTEST:

By: _____
Lynn Stephens, Executive Assistant IV

Date: _____

Approved as to Form

By:  _____
Kristine Bell-Valdez,
Supervising Deputy County Counsel

ATTACHMENT B-1

BUDGET

Drowning is the second leading cause of death or injury for children, and we stand together to prevent children from losing their lives due to drowning. Corona Norco Family YMCA will continue to provide swim lessons to children living in the First and Second Riverside County Supervisorial Districts to prevent drowning and serve children traveling from throughout the county.

To ensure local children ages 0-5 are provided with education about safety around water, including swim lessons, Corona Norco Family YMCA will provide 6,579 swim sessions to First 5 Riverside County’s participants in the 0-5 age range over the next 3 years at the rate of \$150 per swimmer.

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, and California National School Breakfast and Lunch Program).

Fiscal Year	Lessons	Cost	Total
23-24	2,017 children	\$150 per child	\$302,550
24-25	2,193 Children	\$150 per child	\$328,950
25-26	2, 369 Children	\$150 per child	\$355,350
3 years	6,579 Children		\$986,850

E.7.24-06: Approve and Ratify Agreement with Children and Families Commission of Orange County for First 5 California Home Visiting Technical Assistance Grant from July 1, 2023-June 30, 2025 (AGREEMENT NO. FCI-HVC-02) [\$268,287- F5OC PASS THROUGH STATE FUNDS]



AGENDA ITEM: 24-06

DATE OF MEETING: January 24, 2024

ACTION:

INFORMATION:

**APPROVE AND RATIFY AGREEMENT WITH
CHILDREN & FAMILIES COMMISSION OF ORANGE COUNTY
FOR FIRST 5 CALIFORNIA HOME VISITING TECHNICAL ASSISTANCE GRANT
FROM JULY 1, 2023 – JUNE 30, 2025 (AGREEMENT NO. FCI-HVC-02)
[\$268,287 – F5OC PASSTHROUGH STATE FUNDS]**

SUMMARY OF REQUEST

Approve and ratify Agreement No. FCI-HVC-02 with Children & Families Commission of Orange County (F5OC) for an amount not to exceed \$268,287 in First 5 California passthrough revenue funds to support the First 5 Home Visiting Technical Assistance Grant effective July 1, 2023 – June 30, 2025.

BACKGROUND

Commission approval of acceptance of these revenue funds and ratification of Agreement No. FCI-HVC-02 is needed to allow the collaborative effort of First 5 Riverside County (F5RC) and its regional partners to support the Home Visitation Technical Assistance Grant of First 5 California, for which Children & Families Commission of Orange County is the regional lead for FY 23/24 and FY 24/25.

RECOMMENDED ACTION

That the Commission:

1. Approve acceptance of Funds from First 5 California for the Regional Home Visiting Technical Assistance Grant through the regional collaboration for which Children & Families Commission of Orange County is the lead agency to administer and pass through the funds awarded by First 5 California; and
2. Ratify Agreement No. FCI-HVC-02 with Children & Families Commission of Orange County for an amount not to exceed \$268,287 in revenue for July 1, 2023, through June 30, 2025, attached hereto; and

3. Authorize the Executive Director or Designee, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments that exercise the options of Agreement No. FCI-HVC-02 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 and execute the necessary documents and budget adjustments.

BUDGET IMPACT

Acceptance of additional revenue will be recognized through a formal budget adjustment with the Auditor-Controller after Commission ratification for Program Revenue: \$268,287 (938001-25800-92945-755870).

STRATEGIC PLAN RELEVANCE

Goal Area 2: Comprehensive Health & Development (92945)

POTENTIAL CONFLICTS OF INTEREST

None Known

ATTACHMENTS

1. FCI-HVC-02-F5OC-F5CAHV-Signed

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

MINUTE ORDER

COMMISSION DATE: June 7, 2023

Adopt resolution to approve agreements with Region Partners and Health Management Associates to implement First 5 California’s Home Visiting Collaboration scope of work

The following is action taken by Children and Families Commission:

APPROVED AS RECOMMENDED OTHER

Unanimous: Baschshi: (Y) Chaffee: (Y) Filbeck: (Y) Lavery: (Y) McClintic: (Y)
Rivera: (Y) Rowe: (Y) Tran: (X) Winterswyk: (Y) Rodriguez (Alternate): (Y)

Vote Key: Y=Yes; N=No; A=Abstain; X=Excused; C.O.=Commission Order

Documents accompanying this matter:

- Resolution(s) 23-018 C&FC
- Ordinances(s)
- Contract(s)

Item No. 11

Special Notes:

Copies sent to:

I certify that the foregoing is a true and correct copy of the Minute Order adopted by the Children & Families Commission of Orange County, County of Orange, State of California.

Robin Stieler, Clerk of the Commission

DocuSigned by:

Jamie Ross

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Deputy

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

RESOLUTION NO. 23-018 C&FC

June 7, 2023

A RESOLUTION OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY DIRECTING THE PRESIDENT/CEO AND COMMISSION COUNSEL TO PREPARE AND NEGOTIATE NEW AGREEMENTS, AT THE PRESIDENT/CEO'S SOLE DISCRETION, WITH DESIGNATED ORGANIZATIONS TO SUPPORT HOME VISITING COLLABORATION WORK; AND, AUTHORIZING APPROVAL AND EXECUTION OF SUCH AGREEMENTS ON BEHALF OF THE COMMISSION

WHEREAS, in order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the "Act") implementing the Children and Families First Initiative passed by the California electorate in November, 1998 and establishing the California Children and Families Commission and County Children and Families Commissions, including this Children and Families Commission of Orange County ("Commission"); and

WHEREAS, Commission adopted its Strategic Plan to define how funds authorized under the Act and allocated to the Commission should best be used to meet the critical needs of Orange County's children prenatal to five years of age as codified in the Act; and

WHEREAS, the Commission desires to enter into new agreements (hereinafter collectively referred to as "Agreements"), at the President/CEO's sole discretion, with designated organizations identified in the staff report, and attachments, for the June 7, 2023 Commission meeting (hereinafter referred to as the "Contractors") to support home visiting collaboration work for the terms, in the amounts, and on the conditions as described identified in the staff report, and applicable attachments (hereinafter referred to as the "Agenda Item"); and

WHEREAS, each Contractor desires to enter into the applicable Agreement, if authorized by the President/CEO, in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in the applicable Agreement; and

WHEREAS, Commission has reviewed the Agenda Item relating to the scopes of services to be provided and hereby finds and determines that the proposed Agreements are in furtherance of and consistent with the Commission's Strategic Plan; and

WHEREAS, Commission desires to authorize the Commission Chair and Commission Clerk to execute the Agreements with each of the Contractors for the terms and in the amounts and on the conditions as specified in the Agenda Item.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AS FOLLOWS:

Section 1 Commission finds and determines the foregoing Recitals are true and correct and are a substantive part of this Resolution.

Section 2 Commission authorizes the President/CEO, or designee, and Commission Counsel to prepare and negotiate Agreements with each of the Contractors to provide services for the terms and in the amounts and on the conditions consistent with the Agenda Item; and

Section 3 The form of any Agreements shall be substantially similar to the standard form agreements, subject to minor, non-substantive revisions, or as otherwise required to comply with external grant funding sources, and will be reviewed and approved by the President/CEO, or designee, and Commission Counsel. The approval by the President/CEO, or designee, of the Agreements shall be conclusively evidenced by the execution of such Agreements by the Commission Chair and delivery thereof to the Commission Clerk.

Section 4 Commission hereby approves the Agreements, which will be authorized at the President/CEO's sole discretion, with each of the Contractors for the terms, in the amounts, and on the conditions as specified in the Agenda Item.

Section 5 The Commission Chair and the Clerk of the Commission are hereby authorized to execute and attest, respectively, the Agreements on behalf of the Commission.

Section 6 A copy of each final Agreement when executed by the Commission Chair and attested by the Clerk of the Commission shall be appended hereto as a part of Exhibit A to this Resolution. Exhibit A is hereby fully incorporated as a part of this Resolution by this reference and made a part hereof. Each final executed Agreement shall be placed on file in the office of the Clerk of the Commission.

Section 7 In addition to the authorization of Section 2 above, the President/CEO, or designee, is hereby authorized, on behalf of the Commission, (i) to sign all documents necessary and appropriate to carry out and implement the Agreement(s), including any Amendment(s); (ii) to cause the issuance of warrants; (iii) to administer the Commission's obligations, responsibilities, and duties to be performed under such agreement(s); and (iv) during the term thereof to provide waivers, administrative interpretations, and minor modifications of the provisions of such agreement(s) in the furtherance thereof.

Section 8 The Clerk of the Commission shall certify to the adoption of this Resolution.

The foregoing resolution was passed and adopted by the following vote of the Children and Families Commission of Orange County on June 7, 2023 to wit:

AYES: Commissioners: Winterswyk, Rivera, Baschshi, Chaffee, Lavery, Filbeck, McClintic, Rowe and Rodriguez (Alternate)

NOES: Commissioner(s): None

EXCUSED: Commissioner(s): Tran

ABSTAINED: Commissioner(s): None

CHAIR

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, ROBIN STIELER, Clerk of the Commission of Orange County, California, hereby certify that a copy of this document has been delivered to the Chair of the Commission and that the above and foregoing Resolution was duly and regularly adopted by the Children and Families Commission of Orange County.

IN WITNESS WHEREOF, I have hereto set my hand and seal.

ROBIN STIELER
Clerk of the Commission, Children and Families Commission of Orange County, County of Orange, State of California

Resolution No: 23-018 C&FC

Agenda Date: June 7, 2023

Item No. 11



I certify that the foregoing is a true and correct copy of the Resolution adopted by the Children & Families Commission of Orange County

Robin Stielor, Clerk of the Commission

By: Deputy

EXHIBIT A TO RESOLUTION OF COMMISSION

(Attach copy(ies) of final executed Agreements)



**Agenda Item 11
June 7, 2023**

DATE: May 30, 2023

TO: First 5 Orange County

FROM: Kimberly Goll, President/CEO *Kimberly Goll*

ACTION: Adopt Resolution to Approve Agreements with Region Partners and Health Management Associates to Implement First 5 California’s Home Visiting Collaboration Scope of Work

SUMMARY:

At the special March 2023 meeting, the First 5 OC Board approved entering into a two-year agreement with First 5 California to continue home visiting coordination as well as to support our region that includes Riverside, San Bernardino, and Imperial counties. This item requests approval to enter into subcontracting agreements that support both the local and regional coordinating efforts for home visiting.

DISCUSSION:

Since 2019, home visiting funding has significantly increased in California, creating new opportunities to reach families at a critical time, and assisting families with needed resources and supports. Despite this expansion, there is insufficient capacity to reach all families and ineffective use of all available resources. Multiple programs, complex and siloed funding requirements, and lack of sufficient infrastructure have contributed to challenges for program staff delivering home visiting services and barriers to family participation. To address these issues, the First 5 California State Commission (First 5 CA) is providing grant funds for home visiting coordination efforts.

In 2021, First 5 Orange County was awarded \$200,000 of Home Visiting Coordination funds from First 5 California to begin and support home visiting system coordination work. That contract ends on June 30, 2023. Earlier this year, First 5 CA issued a Request for Proposals for local First 5’s to continue this work; however, rather than contracting with individual counties, First 5 CA has grouped counties together into regions to achieve administrative reductions in workload, and as an opportunity to deepen the shared learnings and benefit from collective efforts of the regional partners. We are part of Region 9 which also includes San Bernardino, Riverside, and Imperial County First 5s. First 5 OC recently applied to First 5 CA on behalf of Region 9 for an additional \$1,748,005 million over two years to continue to build and enhance a coordinated home visiting system.

Regional Application and Implementing Actions

The recently submitted regional application includes a plan for how First 5 OC will manage the regional collaborative’s reporting, a plan for supporting the technical assistance needs of the region, and an individual action plan and budget for each of the four counties. Our application also includes having First 5 OC serve as the lead for the region. The agreement with First 5 CA allows First 5 OC to charge for staff time to support the regional oversight work and the reporting requirements of the grant. Over the two year grant period, First 5 OC will charge up to \$200,000

to cover staff time to manage the regional grant, ensuring reporting and invoicing functions are well supported.

Staff is requesting authority to enter into subcontracts with each of the three counties included in Region 9. The terms, brief descriptions, and funding amounts are included as Attachment 1. All subcontracts are contingent on successful negotiation of an agreement with First 5 CA with an expected start date of July 1, 2023, which is subject to change.

In addition to funds for each county's home visiting coordination efforts, \$387,000 is available over the next two fiscal years to support regional technical assistance. Our regional technical assistance plan allows for the region to decide collaboratively on how to use these funds, which we anticipate will include support for fiscal mapping, infrastructure for coordinated entry and referral, and workforce development. First 5 OC staff will return to the Board to request authorization as appropriate and recommended by our regional partners.

To assist with the implementation of the Orange County Home Visiting Coordination action plan included in the application, First 5 OC staff developed and released a request for proposal (RFP) soliciting a response from individuals and organizations that are on the First 5 OC qualified consultant list and have specific expertise in home visiting and project management. Based on the results of that RFP, staff is requesting authority to enter into a subcontract with Health Management Associates (HMA) for consultant support (see Attachment 1). First 5 CA's funding allocated to Orange County will not cover all the cost for HMA and staff recommends providing additional funds to cover the entire cost, as noted in Attachment 1.

First 5 OC's action plan prioritizes moving to a fully integrated system of home visiting with infrastructure that supports this coordination. The identified roles of an integrated system are as follows:

- Governance and Infrastructure: establish a leadership structure that will assist with the development of meeting agendas, oversight on subcommittee work and decision making to improve system effectiveness and home visiting system building;
- Capacity Building: evaluate existing resources and develop a plan for technology implementation to create coordination around entry and referrals to and across home visiting providers to maximize funding capacity and to best meet family needs;
- Workforce Development: prioritize workforce training and development needs to assist with recruiting, retaining and developing quality workforce, through building connections and expanding the skills of providers;
- Data Management: define data and reporting protocols across providers that will lead to agreed-upon data collection and reporting across the home visiting network for operational, funding, and evaluation objectives;
- Communication and Outreach: develop countywide common messages to promote home visiting services and a plan to distribute through communication channels for awareness of home visiting services;
- Blended and Braided Funding: maximize use of available funding and match revenue sources to program needs and populations;
- Policy Advocacy: prioritize support for federal, state, and local policy change to enable system effectiveness; and
- Equity: thread equity through all action plan priorities to advance opportunities, fairness and access to resources and to ensure the workforce is reflective of the population being served.

Below is a summary of the funding allocation for the \$1.7 million from First 5 California.

Organization	2-Year Grant Fund Allocation
First 5 Orange County – Regional Program Management	\$200,000
Region 9 Technical Assistance	387,000
First 5 Imperial County	338,573
First 5 Riverside County	268,287
First 5 San Bernardino County	285,858
First 5 Orange County (Health Management Associates)	268,287
Grand Total	\$1,748,005

PRIOR COMMISSION ACTIONS:

- February 2023 – Approve Agreement with First 5 California
- December 2022 – Presentation by First 5/HMA indicating the work of the HVC to date, the understanding of the current Orange County Home Visiting landscape and First 5’s intentions to address the gap in services/number of families projected to benefit from home visiting services
- June 2022 – Funding for HMA to continue supporting HVC facilitation
- December 2021 – Presentation on Home Visiting Collaborative launch

STRATEGIC PLAN & FISCAL SUMMARY:

The recommended action has been reviewed in relation to First 5 Orange County’s Strategic Plan and aligns with the Get Involved Early, Elevate Equity, Empower Champions, and Systems of Care strategies. Funding for this request will be included with the FY 2023-2024 budget.

RECOMMENDED ACTION:

Adopt resolution (Attachment 2) authorizing the President/CEO, or designee, and Commission Counsel to prepare and negotiate new agreements or amendments to existing agreements, at the President/CEO’s sole discretion, with region partners and Health Management Associates to support Home Visiting Collaboration work for the terms, in the amounts, and on the conditions as specified in Attachment 1.

ATTACHMENTS:

1. Term sheet for Home Visiting Coordination Funding
2. Resolution

Contact: Sara Brown

Attachment 1

Home Visiting Coordination Term Sheet

Organization	Contract Number	Term	FY 23/24	FY 24/25	Maximum Payment Obligation	Scope of Work
Imperial County	FCI-HVC-01	7/1/23 - 6/30/25	\$169,287	\$169,287	\$338,574	First 5 OC will pass through funding to support local system building efforts consistent with each county's adopted workplan, including meeting grant terms, oversight of expenditures, ensuring reporting requirements and working with local partners to coordinate identified activities.
Riverside County	FCI-HVC-02	7/1/23- 6/30/25	\$134,144	\$134,144	\$268,288	
San Bernadino County	FCI-HVC-03	7/1/23 - 6/30/25	\$142,929	\$142,929	\$285,858	
Health Management Associates (HMA) for Local TA	PS-293	7/1/23- 6/30/25	\$180,000	\$180,000	\$360,000 (up to \$92,000 will be funded as in-kind by First 5 OC)	Coordinate and manage components of the local home visiting coordination and integration of funding to ensure all tasks, activities, and functions are completed effectively and in a timely manner.
TOTAL					\$1,252,720	
<p>Note: The total proposed grant amount included in the application to First 5 CA includes \$200,000 in funding to reimburse for First 5 OC staff time spent on the project and \$387,000 to coordinate and manage components of the region 9 technical assistance.</p>						

AGREEMENT FCI-HVC-02
BY AND BETWEEN
CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY
AND
RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION,
FOR THE PROVISION OF SERVICES

This **AGREEMENT** (“Agreement”) entered into as of the 1st day of July, 2023 (“Date of Agreement”) is by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity (“**COMMISSION**”) and **RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION**, a California public entity (“**CONTRACTOR**”). This Agreement shall be administered by the President/CEO of **COMMISSION** or his or her authorized designee (“**ADMINISTRATOR**”).

RECITALS

A. In order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the “Act”), implementing the Children and Families First Initiative passed by the California electorate in November of 1998, establishing the California Children and Families Commission and providing for establishment in each county of Children and Families Commissions, including **COMMISSION**.

B. **COMMISSION** adopted its Strategic Plan to define how funds authorized under the Act should best be used to meet the critical needs of Orange County’s children prenatal through age five as codified in the Act, which plan has been amended and after the Date of Agreement may be further amended, updated, or revised (“Strategic Plan”).

C. **CONTRACTOR** is a public entity organized and existing under the laws of the State of California, and its powers include without limitation, provision of services to and activities for the benefit of Orange County’s children through age five.

D. On June 7, 2023, **COMMISSION** took action and approved funding for this agreement.

E. **COMMISSION** desires to contract with **CONTRACTOR** to provide services, carry out certain performance obligations, and achieve certain outcomes, while promoting the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement and the Project Summary, Exhibit A; Work Plan, Exhibit A-1; and Project Budget, Exhibit B (together, “Services”).

F. As and if applicable, **COMMISSION** and **CONTRACTOR** desire to enter into a matching fund program opportunities with the California Children and Families Commission (“First 5 California”) and other matching fund opportunities as may become available.

G. **CONTRACTOR** desires to provide the services in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the Recitals, which are a substantive part of this Agreement, and agreed mutual consideration, COMMISSION and CONTRACTOR agree as follows:

1. TERM OF AGREEMENT. The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2025, unless earlier terminated pursuant to the provisions of Paragraph 23 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COMMISSION's Maximum Payment Obligation in this Agreement does not increase as a result.

2. ALTERATION OF TERMS. This Agreement, together with and including any Exhibits fully express all understanding of the parties with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties, except as otherwise expressly provided in this Paragraph 2 and in Subparagraph 8.5. No amendment, addition to, or alteration of, the terms of this Agreement, whether written or oral, shall be valid unless the amendment is made in writing and formally approved and executed by both parties, except as provided in this Paragraph 2 or Subparagraph 8.5 in this Agreement.

2.1 CONTRACTOR work plans, budgets, and scopes of services will be subject to an annual review to determine consistency with the COMMISSION's strategic direction. Changes to the work plan, budgets, and scopes of services may be directed by ADMINISTRATOR to bring the Agreement scope into better alignment with the COMMISSION's evolving strategic direction. These changes may include, but are not limited to, reprioritization of the targeted service population, redirection of resources to provide more intensive services, and increased focus on sustainability strategies. If CONTRACTOR is unable to redirect its program to be consistent with this direction, COMMISSION may reduce funding provided in successive years of this agreement.

2.2 Administrator Modification Authority. Notwithstanding anything to the contrary, provided any modifications do not alter the overall goals and basic purpose of the Agreement and do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR has the authority to, with the agreement of CONTRACTOR, make modification(s) to the activities, tasks, deliverables, and performance timeframes specified in the Project Summary as set forth in the Scope of Work, Exhibit A; the Work Plan, Exhibit A-1; the funding allocation between and among the line items and the "Funds Due" period(s) budgeted in the Project Budget, Exhibit B; the Payment interval; the percentage of Initial Payment(s); the percentage of Retention Amount(s); and the timing of the Retention Amount(s) withheld as described in this Agreement.

3. STATUS OF CONTRACTOR. CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the Services required of it by the terms of this Agreement. As a condition to commencing performance of any Services for this Agreement and to be eligible for any compensation for services rendered for this Agreement, CONTRACTOR shall execute an Acknowledgment of Independent Contractor Status, Exhibit C, attached hereto and fully incorporated by this reference. Nothing in this Agreement shall be construed as creating the relationship of employer and employee or principal and agent between COMMISSION and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR knowingly, voluntarily, and expressly assumes exclusively the responsibility for the acts of its employees or agents as they relate to the Services to be provided during the course and scope of their employment, whether the employee(s) are compensated through funds received by CONTRACTOR through this Agreement or otherwise related directly or indirectly to the performance

of Services under this Agreement. CONTRACTOR, its elected or appointed officials, officers, agents, employees, and Subcontractors shall not, in any respect whatsoever, be entitled to any rights or privileges of COMMISSION employees and shall not be considered in any manner to be COMMISSION employees. COMMISSION shall neither have nor exercise any control or direction over the methods by which CONTRACTOR shall perform its obligations under this Agreement. COMMISSION shall not be responsible or liable for the acts or failure to act, whether intentional or negligent, of any employee, agent, or volunteer of CONTRACTOR. CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. CONTRACTOR shall indemnify and hold harmless COMMISSION and First 5 California from any liability, damages, costs, and expenses of any nature arising from alleged violations of personnel practices and employment laws.

3.1 COMMISSION as Independent Entity. Notwithstanding other provisions in this Agreement, such as insurance and indemnity provisions protecting COMMISSION and the County of Orange, CONTRACTOR acknowledges that pursuant to the Act, specifically Health & Safety Code Section 130140.1(a)(1), COMMISSION is a legal public entity separate from the County of Orange with independent powers and that in no event will CONTRACTOR look to the County of Orange for performance or indemnity under this Agreement, and CONTRACTOR expressly waives any rights it may have against the County of Orange in any way related to this Agreement. With respect to the above provisions CONTRACTOR agrees all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

CIVIL CODE SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

4. CONTRACTOR DELEGATION AND ASSIGNMENT. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of ADMINISTRATOR. Consent by COMMISSION shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

5. SUBCONTRACTS. Except to the extent expressly provided for in the Project Summary, Exhibit A, or as approved by ADMINISTRATOR, CONTRACTOR shall not enter into a subcontract, consulting agreement, or an agreement for professional services (each and all referred to as "Subcontract") for the provision of services or performance of tasks included within the scope of the Services required by this Agreement without the prior written consent of ADMINISTRATOR. Any Subcontracts approved by ADMINISTRATOR shall not alter in any way any legal responsibility or performance obligation of CONTRACTOR to COMMISSION to perform or cause performance of the Services required under this Agreement. ADMINISTRATOR may require CONTRACTOR to submit a true copy of any permitted Subcontract. All records related to each Subcontract, if any, are subject

to examination and audit by ADMINISTRATOR or his or her designee and must be retained for a period of (i) three (3) years after the date of final disbursement of funds under this Agreement, or (ii) three (3) years after any pending audit is completed, whichever occurs later.

5.1 Minimum Subcontract Terms. Each permitted Subcontract, including all terms and provisions shall be independently negotiated between CONTRACTOR and its Subcontractor. Each Subcontract shall include provisions that meet or exceed the following requirements: (i) any specific requirements set forth in the Project Summary, Exhibit A; (ii) a clear and complete description of the nature, extent, and tasks of the work to be performed by the Subcontractor and the relation of the work to the Services required under this Agreement; (iii) identification of the personnel by classification, and, if available by name, who will work or provide services to CONTRACTOR under the Subcontract, including a description of the minimum qualifications, education, experience, and any required licensing for each classification of personnel and number of hours described in relation to full time equivalent (e.g., 1.0 FTE or 0.5 FTE); (iv) a compensation schedule, including hourly rates or fees for each classification of personnel and a maximum payment obligation under the Subcontract, which total amount shall in no event exceed the amounts set forth in the Project Budget, Exhibit B; (v) insurance and indemnification comparable to the requirements and provisions set forth in this Agreement, which insurance shall protect CONTRACTOR, COMMISSION, and First 5 California from any Claims and other liabilities that arise out of the Subcontract and performance of Subcontractor under the Subcontract; (vi) the term of Subcontract, which term shall not exceed the term of this Agreement; (vii) obligation to maintain and retain accurate and complete client and financial records, which recordkeeping shall be fully compliant with applicable laws and regulations and obligation to maintain records related to work and services provided under the Subcontract shall be maintained for the same retention period referenced in Paragraph 5 above, (viii) remedies and termination provisions which may be available to CONTRACTOR in the event Subcontractor fails to perform under the Subcontract; (ix) compliance with laws and regulations applicable to CONTRACTOR, as a public entity, entering into contracts, including without limitation that any subcontract is duly authorized, approved, and executed and in compliance with notice and bidding and contracting requirements, if any, and prevailing wage laws, if applicable, pursuant to applicable laws and regulations; and (x) any and all other requirements expressly provided in this Agreement.

6. GENERAL INDEMNIFICATION.

CONTRACTOR agrees to and shall indemnify, defend with counsel approved in writing by COMMISSION, hold harmless COMMISSION, its Commissioners, First 5 California, and their respective officers, agents, and employees from and against all liability, claims, losses, demands, injuries to or death of any person or persons, or damages to property, including but not limited to property of Commissioners, officers, employees, or agents of COMMISSION or First 5 California (together, "Claims"), including defense costs, resulting from court action or in any manner arising out of, pertaining to, related to, or incident to any intentional, malicious, negligent acts, inactions, errors, or omissions of CONTRACTOR, its officers, employees, agents, or Subcontractors in the performance of this Agreement.

6.1 No elected official, no public official, no Commissioner, no officer, no committee member, no employee, and no agent of COMMISSION or First 5 California shall be personally liable to CONTRACTOR, any successor in interest, or to any Subcontractor in the event of any default or breach by COMMISSION or for any amount that may become due to CONTRACTOR or to its successor or Subcontractor or for breach of any obligation of the terms of this Agreement.

7. INSURANCE. Without limiting CONTRACTOR's liability for indemnification of COMMISSION as set forth in Paragraph 6 above, CONTRACTOR shall obtain and maintain, in effect, during the term of this Agreement, certain minimum coverage of insurance through any or all of the following types of insurance, as further described, and as applicable, in Subparagraphs 7.1, 7.2, and 7.3 below: (a) self-insurance through the State or as otherwise approved by ADMINISTRATOR or his or her Risk Management designee; (b) insurance via a pooled or joint powers insurance authority; or (c) insurance policies secured from insurance companies that are admitted in California and rated A-:VIII or better or FPR Ratings of 9 through 7 and have a Financial Size Category (FSC) of VIII or better according to the current Best's Key Rating Guide/Property-Casualty/United States, ambest.com, or from an insurance company of equal financial stability as approved by ADMINISTRATOR or his or her Risk Management designee. Evidence of required insurance coverages obtained under (a), (b), or (c) in this Paragraph 7 shall be submitted to ADMINISTRATOR prior to and as a condition precedent to commencement of any Services or proceeding with any work under this Agreement. Submittal and approval of insurance coverage, including self-insurance or pooled coverage, shall neither relieve nor decrease the liability of CONTRACTOR.

7.1 Certificate of Self-Insurance Coverage. In lieu of maintaining insurance coverage by separate insurance policies secured through third party insurance companies as described in Paragraph 7 above and Subparagraph 7.3 below, CONTRACTOR may be self-insured with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.1.1 Certificate of Self-Insurance. A certificate signed by a duly authorized officer or member of CONTRACTOR shall be submitted to ADMINISTRATOR evidencing self-insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may, in his or her reasonable discretion, request reconfirmation of CONTRACTOR's status as self-insured for the required coverage. The self-insurance certificate(s) shall verify that on behalf of Riverside County Children and Families Commission, CONTRACTOR has and maintains self-insurance in the following categories and amounts of coverage, including the amounts and companies, if any, that may provide any secondary or additional level of coverage. Further the certification shall state that the self-insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, its Commissioners, First 5 California, the members of COMMISSION, the Commissioners of First 5 California, and their respective officers, agents, and employees, individually and collectively, and that the self-insurance shall apply as primary insurance and that other insurance maintained by COMMISSION or First 5 California (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the self-insurance. In the event CONTRACTOR elects to no longer self-insure under any of the required types of coverage in this Subparagraph 7.1, then CONTRACTOR shall provide to ADMINISTRATOR not less than thirty (30) days prior written notice of the cancellation or change in coverage. In this event, CONTRACTOR shall obtain and maintain insurance coverages pursuant to Subparagraphs 7.2 or 7.3 below.

7.1.2 Types of Self-Insurance Coverage. CONTRACTOR shall evidence it is self-insured through the State or as otherwise approved by ADMINISTRATOR or his or her Risk Management designee in his or her sole discretion for the following required coverage:

(a) **Comprehensive General Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual

aggregate, including self-insurance covering premises and operations, products/completed operations, contractual liability, and personal injury liability.

(b) **Comprehensive Automobile Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles/watercraft, with not less than One Million Dollars (\$1,000,000) annual aggregate.

(c) **Workers' Compensation** coverage shall be maintained for workers' compensation risk claims in amounts equivalent to coverage required by the State of California, applicable statutory requirements, and including the equivalent of a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability** coverage for all employees engaged in Services or operations under this Agreement equivalent to not less than One Million Dollars (\$1,000,000) per occurrence.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or Services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then coverage for professional liability/errors and omissions is required equivalent to not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) annual aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR, or any Subcontractor, with recipients of services under this Agreement, then insurance policies and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

7.2 Pooled and/or Joint Powers Insurance Coverage. CONTRACTOR may provide insurance coverage through membership and participation in a pooled insurance cooperative or joint powers insurance authority, or both, with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.2.1 Certificate of Pooled/Joint Powers Insurance. A certificate signed by an authorized officer or member of CONTRACTOR and by an authorized officer of the pooled and/or joint powers insurance authority shall be submitted to ADMINISTRATOR evidencing membership and participation in pooled or joint powers insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may in his or her reasonable discretion request reconfirmation of CONTRACTOR's status as a member in good standing and participant in pooled and/or joint powers insurance for the required coverage. The certificate shall verify that on behalf of Riverside County Children and Families Commission, CONTRACTOR has and maintains insurance in the categories and amounts of coverage described for self-insurance above in Subparagraph 7.1, including the amounts and companies, if any, that may provide any secondary or additional level of coverage. Further the certificate shall state that the pooled or joint powers insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, its

Commissioners, First 5 California, the members of COMMISSION, the Commissioners of First 5 California, and their respective officers, agents, and employees, individually and collectively, and that the pooled and/or joint powers insurance shall apply as primary insurance and other insurance maintained by COMMISSION or First 5 California (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the pooled or joint powers insurance. Pooled or joint powers insurance provided under this Subparagraph 7.2 shall not be canceled or changed so as to no longer meet the specified COMMISSION insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR.

7.3 Insurance Policies through Independent Insurance Companies. CONTRACTOR may obtain and maintain insurance policies for the required coverage under this Agreement.

7.3.1 Evidence of Coverage. Prior to commencement of any Services or proceeding with any work under this Agreement, CONTRACTOR shall provide on an insurance industry approved form a Certificate of Insurance (COI) certifying that coverage as required in this Subparagraph 7.3 has been obtained and remains in force for the period required by this Agreement. In addition, a certified copy of the policy or policies shall be provided by CONTRACTOR upon request of ADMINISTRATOR at the address specified in Paragraph 22. Each policy shall meet the following requirements:

(a) Required Coverage Forms

(i) Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

(ii) Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

(b) Required Endorsements. Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

(i) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the COMMISSION, First 5 California, and their elected and appointed officials, officers, employees, agents as Additional Insureds.

(ii) A primary non-contributing endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the COMMISSION and First 5 California shall be excess and non-contributing.

(c) Notice of Cancellation or Change of Coverage Endorsement. Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified COMMISSION insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR at the address shown on the COI; or, ten (10) days' notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

(d) **Separation Clause Endorsement.** Each policy shall include an endorsement evidencing that the policy provides coverage separately to each insured who is seeking coverage or against whom a Claim is made or a suit is brought, except with respect to the company's limit of liability (standard in the ISO CG 0001 policy).

(e) **Termination of Insurance.** If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two (2) years to report Claims arising from work performed, or any action or any inaction in connection with this Agreement.

(f) **Qualifying Insurers.** All coverages shall be issued by qualified insurance companies meeting the criteria described in Paragraph 7 above.

(g) **Deductible Amounts in Standard Policy.** COMMISSION acknowledges that a deductible amount on a policy of insurance is acceptable, but only as approved in writing in the sole discretion of ADMINISTRATOR or his or her Risk Management designee; provided no approved deductible shall in any way limit liabilities assumed by CONTRACTOR under this Agreement, including:

(i) Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$25,000. Such policy requires prior written approval of ADMINISTRATOR or his or her Risk Management designee.

(ii) Any policy deductible or self-insured retention on automobile liability over \$5,000. Such policy requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

(iii) All self-insured retentions or deductibles shall be clearly stated on the COI. If no self-insured retentions or deductibles apply, indicate this on the COI.

(h) **Subcontractor Insurance Requirements.** Should any of the Services under this Agreement be provided by a Subcontract, CONTRACTOR shall require each Subcontractor of any tier to provide the coverages mentioned in this Paragraph 7, or CONTRACTOR may insure any Subcontractor under its own policies.

(i) **Occurrence Versus Claims Made Coverage.** It is the intent of COMMISSION to secure "occurrence" rather than "claims made" coverage whenever possible. If coverage is written on a "claims made" basis, the COI shall clearly so state. In addition to coverage requirements above, each policy shall provide that:

(i) Policy retroactive date coincides with or precedes CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).

(ii) CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following completion of services, including the requirement of adding all additional insureds.

(iii) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

7.3.2 Types of Insurance Policies/Coverages. If CONTRACTOR provides insurance through a policy or policies, then the following types and coverages are required.

(a) **Comprehensive General Liability Insurance.** Comprehensive General Liability Insurance for bodily injury, including death and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.

(i) The coverage shall include:

(A) Premises and Operations.

(B) Products/Completed Operations with limits of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate to be maintained for two (2) years following the end of the term of this Agreement.

(C) Contractual Liability expressly including liability assumed under this agreement, except such requirement does not apply to service contracts.

(D) Personal Injury Liability.

(E) **Comprehensive Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance for bodily injury, including death, and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) CSL per occurrence and One Million Dollars (\$1,000,000) annual aggregate applicable to all owned, non-owned and hired vehicles/watercraft,

(b) **Workers' Compensation Insurance.** Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.

(c) **Employers' Liability Coverage.** Employers' Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in Services or operations under this Agreement.

(d) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, accountant, engineer, architect, etc., then insurance policy(ies) and coverage for professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(e) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR, or any Subcontractor, with recipients of services under the Agreement, then insurance policies and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

7.4 Change in Coverage.

COMMISSION expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by ADMINISTRATOR or his or her Risk Management designee as appropriate to adequately protect COMMISSION. COMMISSION shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide copies of acceptable COIs and endorsements incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COMMISSION shall be entitled to all legal remedies.

7.5 Duration of Insurance. CONTRACTOR shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.

7.6 Maintain Records of Insurance Coverage. CONTRACTOR shall maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

7.7 Withhold Payment for Lack of Required Coverage. COMMISSION reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with the applicable insurance requirements outlined in this Paragraph 7.

7.8 Remedies for Failure to Provide or Maintain Required Insurance or Endorsements. In addition to any other remedies COMMISSION may have if CONTRACTOR (or any Subcontractor) fails to provide or maintain any insurance required by this Paragraph 7 to the extent and within the time required by this Agreement, COMMISSION may, at its sole option:

(a) Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.

(b) Order CONTRACTOR and any Subcontractor to cease performance of the Services and withhold any payment(s) which become due to CONTRACTOR or any Subcontractor until CONTRACTOR or Subcontractor demonstrates compliance with the insurance requirements of this Agreement.

(c) Immediately and without further cause terminate this Agreement.

7.9 Exercise of any of the above remedies are in addition to any other remedies COMMISSION may have and are not the exclusive remedies for CONTRACTOR's or its Subcontractor's failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which CONTRACTOR or any Subcontractor) may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's or any Subcontractor's performance under this Agreement.

8. RESPONSIBILITIES OF CONTRACTOR

8.1 Conditions to COMMISSION's Obligation to Proceed under Agreement. COMMISSION's obligation to proceed with performance and the payment of each invoice payment under this Agreement is expressly conditioned upon the satisfaction by CONTRACTOR of each of the

following conditions precedent (“Conditions”) below. These Conditions may be waived in writing by ADMINISTRATOR, in his or her sole discretion, or expressly waived in the Project Summary, Exhibit A. CONTRACTOR may satisfy one or more of the Conditions at any time prior or subsequent to the Date of Agreement, provided that all Conditions shall be satisfied prior to the date the first COMMISSION payment to CONTRACTOR is due. CONTRACTOR shall provide satisfactory evidence of compliance with each of the Conditions.

8.1.1 Evidence of CONTRACTOR Approval of Agreement. CONTRACTOR shall submit evidence of the approval of this Agreement by resolution of CONTRACTOR’s governing board, or a true copy of the minutes of the public meeting at which this Agreement was considered and approved, or other evidence of approval satisfactory to ADMINISTRATOR.

8.1.2 Insurance. All provisions and submittal of endorsements or other evidence of insurance required by Paragraph 7 shall be in place and approved by ADMINISTRATOR or his or her Risk Management designee.

8.1.3 Other Conditions. CONTRACTOR has complied with the other Conditions listed in the Project Summary, Exhibit A, if any.

8.2 No Supplanting Government Funds. CONTRACTOR shall not supplant government funds intended for the purposes of this Agreement with any other funds intended for the purposes of this Agreement. CONTRACTOR shall not submit an invoice for payment from COMMISSION, or apply sums received from COMMISSION with respect to that portion of its obligations which have been paid by another governmental source of revenue. As a material provision of this Agreement and substantive criterion in COMMISSION’s selection of CONTRACTOR for the Services provided under this Agreement and in furtherance of the express directives of the Act, CONTRACTOR is required to ensure that, in the performance of this Agreement, all funding shall be expended and used to supplement, not supplant, existing levels of service.

8.3 Technical Requirements for PCs and Software Used by CONTRACTOR for all Recordkeeping and Reporting for the Services and Agreement. CONTRACTOR agrees to obtain and maintain all computer hardware and software necessary to meet the requirements of Paragraph 19 in its entirety with respect to COMMISSION’s evaluation and contract management system. CONTRACTOR is required to contact COMMISSION’s designated contractor for its evaluation and contract management system prior to the commencement of work pursuant to this Agreement to ensure that CONTRACTOR’s computer hardware and software is capable of meeting CONTRACTOR’s evaluation and contract management system obligations.

8.4 Staffing Obligations for Services.

COMMISSION and CONTRACTOR agree that the Scope of Work, the level and description of Services, and the classification, number, and qualifications of personnel and staff necessary for the Services, and budget for staffing to be provided by CONTRACTOR in furtherance of the Strategic Plan and the Act are set forth in the Exhibits. CONTRACTOR agrees to provide the level and type of staffing, facilities, equipment and supplies necessary to provide the Services and to meet the outcomes set forth in these Exhibits.

8.4.1 Staffing Conferences. At ADMINISTRATOR's request, CONTRACTOR agrees to send appropriate staff to attend orientation session(s) or progress meeting(s) arranged or given by COMMISSION or ADMINISTRATOR.

8.4.2 Personnel Disclosure. If requested by ADMINISTRATOR, CONTRACTOR shall make available to ADMINISTRATOR a current list of all personnel providing Services or performing any work under this Agreement, including personnel of any Subcontractor. Changes to the list shall be immediately provided to ADMINISTRATOR. CONTRACTOR shall prepare and maintain up-to-date personnel records and information about its employees and, if requested by ADMINISTRATOR and to the extent permitted by applicable laws, make available to ADMINISTRATOR the following information/records:

(a) The required list of personnel, including any Subcontractor, which shall include each of the following:

(i) All full time staff positions and all part-time staff positions by name and title, including volunteer positions, who are assigned to, performing under, or providing Services.

(ii) The qualifications and experience, including professional degree(s) and required licensing, if applicable, required for each position.

(iii) The language skill(s), if applicable, of the personnel, such as bi-lingual, sign language, Braille, or other communication skills.

(b) CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest or subsequent conviction, for other than minor traffic offenses, of any employee or volunteer staff providing Services under this Agreement when the information becomes known to CONTRACTOR.

8.4.3 CONTRACTOR to Maintain Complete Personnel Records. CONTRACTOR shall maintain complete and accurate records relating to all personnel listed (or required to be listed) in Subparagraph 8.4.2 above. The record keeping shall include evidence that CONTRACTOR has conducted adequate pre-employment and pre-volunteer screening, such as information that CONTRACTOR has conducted or caused to be conducted on each employee or volunteer a pre-employment/hiring background check and that CONTRACTOR has taken all reasonable steps to assure all employees and volunteers assigned to perform Services under this Agreement are suitable to perform the work and do not pose a reasonably foreseeable risk of harm to children or other persons receiving or participating in the Services. CONTRACTOR acknowledges it has a duty to disclose to COMMISSION and ADMINISTRATOR information within its knowledge that may pose a reasonably foreseeable risk of harm to children. Nothing in the above provisions shall obligate CONTRACTOR to disclose to COMMISSION or ADMINISTRATOR confidential personnel information about employees or volunteers except and to the extent disclosure is permitted by applicable laws or authorized by judicial or administrative order. Nothing in the above provisions shall affect or modify the provisions of this Agreement affirming the independent contractor status of CONTRACTOR.

8.5 Implementing Exhibits. As directed by ADMINISTRATOR during the term of this Agreement and pursuant to the Exhibits CONTRACTOR will be required to prepare and submit to

ADMINISTRATOR certain planning and implementing documents regarding the Services under this Agreement aimed toward achieving the outcomes set forth in the Work Plan, Exhibit A-1. The planning and implementing documents may include, but are not limited to, service plans, business plans, and supplements to the Work Plan, each of which may clarify or further describe and define the Services required under this Agreement and required dates for performance of certain Services. Each implementing document approved by ADMINISTRATOR, shall become part of the Exhibits and shall be attached to and incorporated into this Agreement. CONTRACTOR shall perform and meet the tasks and requirements set forth in all Exhibits as performance obligations of this Agreement.

9. GENERAL TERMS AND CONDITIONS.

9.1 Compliance with Laws. CONTRACTOR shall provide all Services in accordance with all applicable federal and state laws, statutes, regulations, and local ordinances and resolutions. CONTRACTOR shall comply with the Act, and all laws, rules or regulations applicable to the Scope of Work and provision of Services, as any may now exist or as amended or added after the Date of Agreement.

9.2 Familiarity with Work. By executing this Agreement and prior to performing or providing any Services under the Agreement, CONTRACTOR warrants and shall be satisfied that (a) it has thoroughly investigated and considered the Services, (b) it has carefully considered how the Services should be performed, will be implemented, and will be completed, and (c) it fully understands the facilities, difficulties, and restrictions, attending carrying out the performance obligations of this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by COMMISSION or ADMINISTRATOR, it shall immediately inform COMMISSION in writing of this fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from ADMINISTRATOR.

9.3 Care of Work. CONTRACTOR shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the property (real and personal property), facilities, equipment, persons providing or receiving Services, work product, records, and other papers to prevent losses or damages. CONTRACTOR shall be responsible for all losses or damages to persons or property (including real property, personal property, both tangible and intangible), except the losses or damages caused by COMMISSION's sole negligence. The performance of Services by CONTRACTOR shall not relieve CONTRACTOR from any obligation to correct any incomplete, inaccurate, or defective work or service at no further cost to COMMISSION when the inaccuracies are due to the negligence, action, inaction, or intentional misconduct of CONTRACTOR.

9.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 California Law. This Agreement shall be construed and interpreted both as to validity and to performance in accordance with the laws of the State of California. Legal actions concerning any default, dispute, interpretation, declaration of rights, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, and

CONTRACTOR covenants and agrees to submit to the personal jurisdiction of the court in the event of any action.

9.6 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair any right or remedy or be construed as a waiver. One party's consent or approval of any act by the other party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary the party's consent to or approval of any subsequent act of the party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

9.7 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of the rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.8 Covenant Against Discrimination. In the performance of this Agreement, CONTRACTOR shall not engage in, nor permit any employee or agent to engage in, discrimination in employment of persons or provision of Services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, nor or subject any person to discrimination under any program or activity funded in whole or in part with COMMISSION funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, or sexual orientation, except as permitted by applicable provisions of federal and state law. CONTRACTOR shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C. §12101, *et seq.*) as it relates to public accommodations. CONTRACTOR shall also comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a–f) *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 *et seq.*) and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a–f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations.

9.9 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

9.10 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the non-prevailing party.

9.11 Waiver of Jury Trial. Both COMMISSION and CONTRACTOR agree and acknowledge that each is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, expressly and knowingly waives and releases all rights to trial by jury in any action, proceeding or counterclaim brought by any party against the other or against its officers, Commissioners, directors, employees, agents, or subsidiary or affiliated entities on or with regard to any matters of any kind or type arising out of or in any way connected with this Agreement or any other claim of injury or damage.

9.12 Use of Commission Name and Logo. Funded and partnering organizations are required to use COMMISSION's name and logo on all materials, promotional information and products that relate to Commission-funded programs, unless otherwise agreed to between CONTRACTOR and ADMINISTRATOR at ADMINISTRATOR's sole discretion. CONTRACTOR shall comply with COMMISSION's guidelines related to the use of COMMISSION's name and logo as stated in its Policies and Procedures Guide.

9.13 Time of Essence. Time is of the essence in the performance of this Agreement.

9.14 No Broker or Finders' Fee. CONTRACTOR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.15 No Use of Funds for Lobbying. CONTRACTOR shall not expend any monies paid or payable under this Agreement for the purpose of influencing or attempting to influence an officer, member, or employee of COMMISSION, any member or employee of First 5 California, any member of the State legislature or member of Congress, or any other officer or employee of any public agency or entity, in connection with the awarding of any contract, the making of any contract, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

9.16 Constitutional Use of Funds. As an express condition to this Agreement, CONTRACTOR agrees that the funds provided by COMMISSION to CONTRACTOR shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization or religious belief or to fund any proselytizing activities. The parties agree the above covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of COMMISSION funds by CONTRACTOR with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of CONTRACTOR.

9.17 Child Abuse Reporting. CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, agents, or Subcontractors performing Services under this Agreement, report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.9 to the extent required by applicable law. CONTRACTOR shall require each employee, volunteer, agent, and Subcontractor who provides Services to or for CONTRACTOR in implementation of the Scope of Work described in Exhibit A and funded by this Agreement to the extent each person is legally subject to the requirements, to sign a statement acknowledging these reporting requirements and to comply with the reporting requirements to the extent required by applicable law.

9.18 CONTRACTOR Cooperation with Other COMMISSION Contractors. CONTRACTOR acknowledges that the goal of COMMISSION and its Strategic Plan is to develop an integrated quality service system to ensure access to a quality child and family support services delivery system for Orange County children from the prenatal stage to age five. CONTRACTOR agrees to cooperate reasonably with COMMISSION and ADMINISTRATOR to achieve the objectives of the Strategic Plan and support COMMISSION by forming cooperative partnerships to serve children prenatal through age five and their families with other services funded through COMMISSION.

9.19 Political Activity. CONTRACTOR agrees that the funds provided by this Agreement shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

9.20 Child Care Provider Notification; Admission Procedures and Parental and Authorized Representative's Rights. If applicable to the Services, CONTRACTOR shall establish and carry out the requirements of California Code of Regulations (CCR) Title 22 relating to child care providers and provision of licensed child care, day care, or other early care and education. To the extent required by applicable laws and regulations, CONTRACTOR shall complete the following:

9.20.1 CONTRACTOR shall comply with CCR Title 22, Section 101218.1 to ensure all parents and authorized representatives of minor children receiving services under this Agreement are notified regarding any employee, volunteer, consultant, or agent of CONTRACTOR with a criminal record exemption.

9.20.2 CONTRACTOR shall (i) post a current copy of the California Department of Social Services (CDSS) Parents' Rights Poster in a prominent location; (ii) provide all parents and authorized representatives current copies of all CDSS notification forms and retain all parent signature or acknowledgement portions of those forms in the child's file; (iii) upon request, provide parents and authorized representatives with the name of any person associated with CONTRACTOR (including any employee, volunteer, consultant, or agent of CONTRACTOR) who has been granted a criminal record exemption and that person's relationship to CONTRACTOR.

9.21 CONTRACTOR shall document all requests by parents or authorized representatives for criminal exemption information. Such documentation shall be jointly signed by an authorized representative of CONTRACTOR and the parent or authorized representative and maintained in the child's file.

9.22 Suspension and Debarment. CONTRACTOR certifies that CONTRACTOR's officers and principals are not debarred or suspended from federal financial assistance programs or activities.

10. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR. CONTRACTOR makes the following representations and warranties to COMMISSION. These representations and warranties are ongoing and CONTRACTOR shall advise ADMINISTRATOR in writing if there is any change pertaining to any matters set forth or referenced in the following Subparagraphs 10.1 through 10.6, inclusive.

10.1 No Conflict. To the best of CONTRACTOR's knowledge, participation by public officials of CONTRACTOR in the negotiation, consideration, and action on this Agreement and CONTRACTOR's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement, or order to which CONTRACTOR is a party or by which it is bound, nor is there a conflict of interest under the California Political Reform Act, Government Code Section 81000, *et seq.* and Section 87100, *et seq.*, or Government Code Section 1090, *et seq.*

10.1.1 CONTRACTOR agrees that no officer, Commissioner, employee, agent, or assignee of COMMISSION having direct or indirect control of any monies allocated by

COMMISSION, inclusive of the subject funds, shall serve as an officer or director of CONTRACTOR without the express written acknowledgement of COMMISSION.

10.1.2 Any conflict or potential conflict of interest of any public official of CONTRACTOR shall be fully disclosed in writing prior to the execution of this Agreement and shall be attached to and become a part of this Agreement.

10.2 No Bankruptcy. CONTRACTOR is not the subject of any current or threatened bankruptcy.

10.3 No Pending Legal Proceedings. CONTRACTOR is not the subject of a current or threatened litigation that would or may materially affect CONTRACTOR's performance under this Agreement.

10.4 Application Veracity. All provisions of and information provided in CONTRACTOR's application for funding submitted to COMMISSION including exhibits are true and correct in all material respects.

10.5 No Pending Investigation. CONTRACTOR is not aware that it is the subject of any current or threatened criminal or civil action investigation by any public agency, including, without limitation, a police agency or prosecuting authority, related, directly or indirectly, to the provision of Services under this Agreement.

10.6 Licenses, Permits, and Standards. CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, any local jurisdiction in which it may do business or provide Services, and all other appropriate governmental agencies. CONTRACTOR agrees to maintain these licenses and permits in effect for the duration of this Agreement. CONTRACTOR shall only contract with Subcontractors that are duly licensed, insured, and qualified to provide Services under this Agreement, as applicable. CONTRACTOR warrants that its employees, agents, contractors, and Subcontractors shall conduct themselves in compliance with the laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior.

10.6.1 Failure to Obtain or Maintain Licenses. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers, and exemptions. The inability shall be cause for termination of this Agreement by COMMISSION or ADMINISTRATOR.

11. CONFIDENTIALITY. CONTRACTOR shall maintain the confidentiality of all records, including any hard copies, electronic or computer-based data, and audio and video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality, with COMMISSION's adopted Confidentiality and Data Sharing Protocol, attached hereto and incorporated by this reference, as each now exists or may be amended after the Date of Agreement, and as may be required by any other funding sources allocated through this Agreement.

11.1 CONTRACTOR Obligation.

11.1.1 All records and information concerning any and all persons referred to CONTRACTOR by COMMISSION, or COMMISSION's designee, shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents, employees, subcontractors, and volunteers.

11.1.2 CONTRACTOR shall require its employees, agents and volunteers to sign an acknowledgement or other certification which certifies that each will keep the identities and any information with respect to any and all service recipients of CONTRACTOR related to services authorized under this Agreement confidential except as may be required to provide Services under this Agreement, to comply with any reporting and auditing requirements specified in this Agreement, as required by COMMISSION in the administration of this Agreement, and as otherwise permitted by law.

11.1.3 CONTRACTOR agrees that any and all approved subcontracts entered into shall include the confidentiality requirements of this Agreement.

11.1.4 CONTRACTOR shall inform all of its employees, agents, subcontractors, volunteers, and partners of this provision that any person who knowingly and intentionally violates the provisions of federal, state or local confidentiality laws may be guilty of a crime or subject to civil action.

11.2 Authorized Data Sharing. The provisions of Subparagraphs 11.1.1 through 11.1.4 are not applicable to authorized data sharing pursuant to COMMISSION-funded projects and as permitted by law.

12. DISPUTES.

12.1 Except as otherwise provided in this Agreement, when a dispute arises between CONTRACTOR and COMMISSION, the parties shall meet to resolve the issue. If the parties do not reach a resolution, the dispute will be decided by the ADMINISTRATOR, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the ADMINISTRATOR shall be the final and conclusive administrative decision.

12.2 Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the decision of ADMINISTRATOR. Nothing in this Agreement, however, shall be construed as making final the decision of any COMMISSION official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

13. REPORTING REQUIREMENTS.

13.1 Reports. Separate from any other reports required in the Project Summary, Exhibit A, or the Work Plan, Exhibit A-1, CONTRACTOR shall prepare and submit to ADMINISTRATOR reports concerning the performance of the Services required by this Agreement and any other reports as ADMINISTRATOR may reasonably require.

13.2 Ancillary Reporting Requirement Related to Enforcement of Child Support Obligations.

13.2.1 County Requirements. In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

(a) in the case of an individual contractor, his or her name, date of birth, Social Security number, and residence address;

(b) in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

(c) a certification that contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

(d) a certification that contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

13.2.2 Failure to Comply Breach. The failure of CONTRACTOR to timely submit the data or certifications required by Subparagraphs 13.2.1 (a), (b), (c), or (d); to comply with all federal and state employee reporting requirements for child support enforcement; or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from the County of Orange or COMMISSION shall constitute grounds for termination of this Agreement.

13.2.3 Use of Data Solely for Government Enforcement of Child Support Orders. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

13.2.4 Exemptions. Agreements with public entities shall be exempt from the requirements of Subparagraph 13.2, above. Agreements with non-profit organizations which have no owners; shall be exempt from the requirements of Subparagraph 13.2.1(b) above.

14. AUDITS. CONTRACTOR shall prepare and maintain adequate records of its performance under this Agreement in sufficient detail to permit an evaluation of the work and Services and an audit of records as described in this Agreement.

14.1 Fiscal Audit of Contract. CONTRACTOR shall employ an independent, licensed Certified Public Accountant (“CPA”) who shall prepare and file with ADMINISTRATOR a “Fiscal Audit” of this Agreement that shall include a review of the invoices submitted and paid for the reasonable cost of Services under this Agreement and a sampling (test) of the supporting documentation.

14.1.1 Multi-Year Funding. There shall be a Fiscal Audit completed for each year of this Agreement. Each annual Fiscal Audit shall become due within sixty (60) days after the

anniversary date of the Date of this Agreement. The final Fiscal Audit shall become due within sixty (60) days after the end of the term of the Agreement or the date of termination of this Agreement, whichever occurs earlier. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the date by which each Fiscal Audit is due.

14.1.2 Retention Amount. Upon successful completion of each Fiscal Audit, ADMINISTRATOR shall release the applicable Retention Amount.

14.1.3 Scope of CPA Opinion for Fiscal Audit. CONTRACTOR shall require the CPA who completes each Fiscal Audit to provide an unqualified professional written opinion that states whether the invoices for payment submitted by CONTRACTOR under this Agreement were for actual and reasonably necessary costs and expenses to pay for work performed or goods purchased pursuant to the terms and conditions of this Agreement and whether the indirect cost rate applied to staffing for invoices submitted and paid, if any, is in accordance with the requirements of Subparagraph 15.5. CONTRACTOR shall ensure that corrective action is taken with respect to audit exceptions for lack of internal controls or adequate procedures noted in the Fiscal Audit within six (6) months after issuance of the applicable Fiscal Audit report.

14.2 Retention Amount Withheld Pending Timely and Successful Completion of Each Fiscal Audit. The Retention Amount shall be withheld pending timely and successful completion of each Fiscal Audit described in this Paragraph 14.

14.3 Other and Additional Auditing Authority—Retention of Rights to Audit Performance under Agreement. COMMISSION and ADMINISTRATOR and their authorized representatives, and First 5 California, and any of its authorized representatives, (collectively “Representatives”), reserve all rights and shall have access to any books, documents, papers and records, including medical records, of CONTRACTOR and any Subcontractor performing Services under this Agreement for the purpose of financial monitoring or auditing conducted by an independent CPA concerning CONTRACTOR’s and Subcontractors’ performance under this Agreement. The Representatives have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

14.4 Availability of Records for Auditing Purposes. In the event that CONTRACTOR’s corporate headquarters and its financial records are located outside the borders of Orange County, California, then CONTRACTOR shall make available its books and financial records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR for any audit purposes under this Agreement. All CONTRACTOR’s books of accounts and records related and applicable to any costs of Services, client fees, charges, billings, and revenues received directly or indirectly related to the Services shall be made available at one (1) location within the limits of the County of Orange. All records specified in this Subparagraph 14.4 and maintained pursuant to the terms of this Agreement shall be made available, after appropriate advance notice and during the party’s normal business hours, to designated representatives of the Auditor General of the State of California; First 5 California, an entity independent of the State of California; COMMISSION, an entity independent from the County of Orange; and any other entities as required by state statute or court order. In the event CONTRACTOR does not make available its books and financial records for the Services within the borders of Orange County for the Fiscal Audit, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COMMISSION, ADMINISTRATOR, or their designee necessary to obtain, review, and audit CONTRACTOR’s books and financial records.

14.5 Monitoring. COMMISSION, ADMINISTRATOR, and First 5 California, and respective representatives, are authorized to conduct on-site monitoring at their discretion during reasonable times, including unannounced on-site monitoring as elected in the Exhibits. Monitoring activities may also include, but are not limited to, questioning employees, volunteers, and participants for the subject Services and entering any premises or any site in which any of the Services funded by this Agreement are conducted or in which any of the records of CONTRACTOR or any Subcontractor are kept. Nothing in this Agreement shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

14.6 Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If CONTRACTOR receives federal funding under this Agreement, CONTRACTOR shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the Audit requirements in 2 CFR Part 200.500, *et seq.* The audit must be performed in accordance with generally accepted government auditing standards and 2 CFR Part 200.500, *et seq.*

15. MAXIMUM PAYMENT OBLIGATION. The “Maximum Payment Obligation” of COMMISSION to CONTRACTOR under this Agreement shall be Two Hundred Sixty-Eight Thousand Two Hundred Eighty-Seven Dollars (\$268,287) or the actual reasonable cost incurred and paid for performance of the Services, whichever is less.

15.1 Multi-Year Contracts. For multi-year contracts, the Maximum Payment Obligation for each period shall be as follows:

15.1.1 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2023 through June 30, 2024 shall be \$134,143.50.

15.1.2 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2024 through June 30, 2025 shall be \$134,143.50.

15.2 Initial Payment. ADMINISTRATOR may, in his or her sole discretion, make an initial payment to CONTRACTOR in an amount not to exceed 12.5% per year of COMMISSION’s Maximum Payment Obligation described in Paragraph 15 above, upon receipt of a written request(s) by CONTRACTOR, which request(s) shall be accompanied by the justification as ADMINISTRATOR may require. ADMINISTRATOR may approve subsequent requests for initial payment not to exceed twenty-five percent (25%) of any budget period, contingent upon CONTRACTOR having repaid all prior initial payment amounts in any prior budget period. The initial payment is intended to cover initial costs that are estimated to have been incurred or are expected to be incurred in the performance of Services by CONTRACTOR. ADMINISTRATOR may, in his or her sole discretion, deduct the initial payment(s) from any one or more subsequent payments owed to CONTRACTOR during the term of this Agreement. If, at the end of the term of this Agreement, there is any balance of the initial payment not deducted from subsequent payment requests, CONTRACTOR shall owe and shall immediately refund said monies to COMMISSION.

15.3 Provisional Payment. At ADMINISTRATOR’s sole discretion, CONTRACTOR may submit an invoice prior to the beginning of the mutually agreed upon billing period to perform the Services required by this Agreement, and COMMISSION shall pay CONTRACTOR’s provisional

payment invoice within a reasonable period of time estimated to be thirty (30) days after receipt of a correctly completed invoice. CONTRACTOR shall submit to ADMINISTRATOR a reconciliation of actual costs incurred during the billing period covered by the provisional payment no later than ninety (90) days after the provisional payment invoice is submitted or within thirty (30) days of the end date of this Agreement, whichever occurs earlier. Any overpayment resulting from a Provisional Payment(s) and subsequent reconciliation of actual cost incurred for the period shall be deducted from subsequent invoices submitted by CONTRACTOR or repaid by CONTRACTOR to COMMISSION in accordance with the provisions of Paragraph 16 below.

15.4 Billing/Payment Interval. COMMISSION shall pay CONTRACTOR invoice payments monthly or quarterly in arrears, at ADMINISTRATOR's sole discretion, as specified in Exhibit A, for actual reasonable costs incurred and paid by CONTRACTOR to perform the Services required by this Agreement in accordance with the amounts and categories specified in the Project Budget, Exhibit B, for the Services; provided, however, that payments for each line item shall not exceed the amount specified, and ADMINISTRATOR may approve adjustments of the amount set forth within each line item, so long as the total of all amounts within all line items, as adjusted, shall not exceed COMMISSION's Maximum Payment Obligation. Notwithstanding the monthly or quarterly invoice payments and exclusive of the initial payment or the provisional payment, if any, an amount equal to ten percent (10%) of each monthly or quarterly invoice shall be withheld by COMMISSION through ADMINISTRATOR as the Retention Amount (defined in Subparagraph 15.8 below) pending the timely and successful completion of each Fiscal Audit as described above in Paragraph 14. The total of all invoice payments and provisional payments shall not exceed COMMISSION's Maximum Payment Obligation.

15.5 Indirect Cost Rate. CONTRACTOR shall apportion any indirect costs attributable to this Agreement determined by the Maximum Payment Obligation solely attributable and allocable to Services under this Agreement as the percentage of CONTRACTOR's total revenue received during the previous fiscal year. Notwithstanding anything to the contrary, CONTRACTOR's indirect cost rate shall in no event exceed ten percent (10%) of the applicable funding under this Agreement.

15.6 Facilities/Lease Costs. In the event that CONTRACTOR has an ownership interest in real property where Services are to be provided under this Agreement, CONTRACTOR shall only be entitled to the proportionate share of depreciation of the improvements at the rate of no more than four percent (4%) each year plus the proportionate share of real property taxes and maintenance.

15.7 Invoices. CONTRACTOR shall submit completed invoices monthly or quarterly upon a form approved or supplied by ADMINISTRATOR.

15.7.1 Each monthly or quarterly invoice shall be submitted with an express written certification by CONTRACTOR representing and affirming to COMMISSION the following:

(a) CONTRACTOR has and maintains accurate records evidencing the requested monthly or quarterly payment, including, without limitation, the following: (1) original invoice(s), (2) original or true copies of source documents including, *inter alia*, statement of work performed, itemized on a monthly basis, general ledgers, supporting journals, time sheets, invoices, canceled checks (if received), or bank statements, receipts, and receiving records, and (3) originals or true copies of other receipts, agreement(s), or other documentation supporting and evidencing how the funds have been expended during the applicable quarter; provided, however, for the first monthly or quarterly payment, ADMINISTRATOR, in his or her sole discretion, may consider and approve an

invoice from CONTRACTOR that includes reimbursement of CONTRACTOR expenses incurred prior to the Date of Agreement, as more fully set forth in the Project Budget, Exhibit B; and

(b) the Services provided during the preceding quarter (or other period for which payment is requested) have not and do not supplant existing services but in fact enhance or establish new services to Orange County's prenatal through age five children.

15.7.2 CONTRACTOR shall maintain, at CONTRACTOR's facility, source documentation for all invoices including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

15.7.3 COMMISSION shall exercise reasonable efforts to cause the monthly or quarterly payments to be released within a reasonable time period from submittal of a complete invoice and current compliance with reporting obligations of Paragraph 19, approximately thirty (30) days after receipt of the invoice.

15.8 Retention Amount. CONTRACTOR expressly acknowledges and agrees that an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") may be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14. At ADMINISTRATOR's sole discretion, in place of an amount equal to ten percent (10%), CONTRACTOR's entire final monthly or quarterly invoice in each fiscal year may be withheld as the Retention Amount pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14.

15.9 Final Invoice/Settlement. With the exception of the Retention Amount payment, any and all final invoices for Services must be received by ADMINISTRATOR no later than sixty (60) days after the end of the term of this Agreement or sixty (60) days from the date of the earlier termination of this Agreement. Invoices for Services received after this date and time may not be processed for payment or reimbursed. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the date upon which the final invoice must be received.

15.10 Source of COMMISSION Funding. CONTRACTOR knowingly and expressly acknowledges and agrees that the sole source of funding provided and to be provided pursuant to this Agreement is and shall only be from monies allocated, received, and available to COMMISSION from the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act, unless otherwise expressly stated in Exhibit A. To the extent, if at all, any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or legislation, and the funding provided for under this Agreement is affected, then COMMISSION is and shall be relieved of obligations under this Agreement, or this Agreement shall be modified or amended to conform to the changes to the Act, as elected by COMMISSION. If COMMISSION is not allocated or does not receive adequate funding for its performance under this Agreement, then COMMISSION shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes in funding allocations or changes to the Act, as elected by COMMISSION.

15.11 Leveraging Funds. For program sustainability, CONTRACTOR shall make all reasonable efforts to secure State of California or federal funds including, but not limited to certain State of California programs known to both parties as County-based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) where COMMISSION funds may be

properly identified and used as a required eligible funding source to draw down such other funds. CONTRACTOR agrees that funds from this Agreement shall be used to perform CMAA and TCM claimable activities and that state and federal funds received, including funds received outside the term of this Agreement, as the direct result of its leveraging efforts shall be used for sustainability of and be reinvested in CONTRACTOR's COMMISSION funded programs. In order to receive CMAA or TCM funds, CONTRACTOR shall sign and maintain an agreement for the provision of CMAA or TCM Services with the County of Orange Health Care Agency and comply with all County contracting requirements. CONTRACTOR shall not use COMMISSION funds identified as a match for another funding source for the purposes of drawing down CMAA or TCM funds. This covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

15.12 PROGRAM FEES

15.12.1 The parties agree that the following guidelines apply in the event fees of any amount are charged by CONTRACTOR to COMMISSION's target population of Orange County's children ages prenatal to five years and their families ("Program Participants") for any service(s) provided under this Agreement.

15.12.2 CONTRACTOR shall not charge fees to COMMISSION's Program Participants prior to obtaining ADMINISTRATOR's acknowledgement in writing.

15.12.3 CONTRACTOR shall advise each COMMISSION Program Participant that fees may be charged and shall notify the Program Participant of any such fees prior to rendering services.

15.12.4 CONTRACTOR shall advise each COMMISSION Program Participant that all fees will be waived if the Program Participant indicates an inability to pay and CONTRACTOR shall waive all fees if the Program Participant is unable to pay.

15.12.5 CONTRACTOR shall not deny services to any COMMISSION Program Participant for any reason, including Program Participant's inability to pay for services.

15.12.6 A full accounting of all fees charged and collected shall be documented by CONTRACTOR and shall be provided to ADMINISTRATOR upon request. At no time is CONTRACTOR permitted to collect fees for any purpose other than to continually provide services identified in this Agreement.

15.12.7 All fees collected shall be fully accounted for and included in CONTRACTOR's Fiscal Audit as described in Paragraph 14.1 of this Agreement.

16. OVERPAYMENTS. Any payment(s) made by COMMISSION to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be immediately due to COMMISSION and repaid by CONTRACTOR. CONTRACTOR shall make repayment on any overpayment within thirty (30) days of COMMISSION's request. CONTRACTOR agrees to pay all fees and costs, including attorneys' fees, incurred by COMMISSION necessary to enforce the provisions set forth in this Agreement.

16.1 Offset Permitted. In the event an overpayment has been made or exists, ADMINISTRATOR may reconcile and offset the amount of the overpayment against the next installment payment due or against the final invoice amount due and to be paid, as elected in the sole discretion of ADMINISTRATOR. In the event the overpayment exceeds the final payment, the amount is immediately due and payable, and CONTRACTOR shall pay COMMISSION the sum within five (5) days of written notice from ADMINISTRATOR. Nothing in this Agreement shall be construed as limiting the remedies of COMMISSION in the event that an overpayment has been made.

16.1.1 Offset Permitted under Subsequent Renewal or Other Pending Contract. COMMISSION's Strategic Plan is implemented through funding of various initiatives and certain contractors/funding recipients are and have been awarded multiple or renewed funding for services related and comparable to the Services provided under this Agreement. CONTRACTOR agrees that if this Agreement is either (i) a renewal contract related to prior funding to CONTRACTOR for services comparable to the Services, or (ii) CONTRACTOR has one or more other contracts pending with COMMISSION with a term or terms concurrent in whole or in part with this Agreement, then in the event an overpayment has been made or exists under this Agreement ADMINISTRATOR may reconcile and offset the amount of the overpayment against monies payable under the renewal contract or other contract pending with COMMISSION.

17. RECORDS.

17.1 Maintain Complete Books and Records. CONTRACTOR shall keep the books and records as shall be necessary relating to the Services so as to enable ADMINISTRATOR to evaluate the cost and the performance under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with Generally Accepted Accounting Principles (GAAP). ADMINISTRATOR, COMMISSION, and their staff, general legal counsel, and other COMMISSION consultants, as approved by ADMINISTRATOR, shall have full and free access to all books and records of CONTRACTOR and any Subcontractor, arising out of this Agreement, at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from the records.

17.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records of its business operations and in particular all records related to the Services. Financial records shall be retained by CONTRACTOR for a minimum of seven (7) years from the date of payment on the final invoice submitted by CONTRACTOR to ADMINISTRATOR under this Agreement or seven (7) years after all pending audits are completed, whichever is *later*.

17.2 Separation of Accounts. All funds received by CONTRACTOR from COMMISSION pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of the accounts maintained pursuant to reasonable and prudent business practices. CONTRACTOR is not required to maintain separate depository accounts for funds; provided however, CONTRACTOR must be able to account for receipt, obligation, and expenditure of all COMMISSION funds.

17.3 Form of Records. CONTRACTOR may retain records in any reasonable and customary format as mutually determined in writing between CONTRACTOR and ADMINISTRATOR. The following forms of records are acceptable and pre-approved between the parties:

- (a) original hard copies;

(b) information may be saved/retained electronically in a readily retrievable basis through a Microsoft Word™ 2007 or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California;

(c) financial data and other spreadsheet information may be saved/retained electronically in a readily retrievable basis through a Microsoft Excel™ or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California; or

(d) other technology for maintaining and transmitting records as approved in advance by ADMINISTRATOR.

17.4 Release of Records. The records of Services, data, surveys, drawings, specifications, reports, records, documents, evaluation reports, and other materials prepared by CONTRACTOR in the performance of this Agreement shall not be released publicly without the prior written approval of ADMINISTRATOR or as required by law. CONTRACTOR shall not disclose any information regarding the activities of COMMISSION, except as required by law or as authorized by ADMINISTRATOR.

17.5 Ownership of Records. Specialized methodology, formulae, software programs of CONTRACTOR and other intellectual processes which have been specifically designed and developed by CONTRACTOR and which were not funded by or assisted in the development by COMMISSION or its agents which shall be deemed proprietary in nature and shall be and remain the proprietary property of CONTRACTOR. All other documents, information, software, and intellectual property and records, including, without limitation, the originals of all drawings, specifications, reports, records, data, surveys, documents, and other materials, whether in hard copy or electronic form, which are prepared by CONTRACTOR, its employees, Subcontractors, or agents in the performance of this Agreement, are and shall remain the property of COMMISSION and shall be delivered to ADMINISTRATOR, as appropriate, upon the termination of this Agreement or upon the earlier request of ADMINISTRATOR. CONTRACTOR shall have no right to further contracts, additional employment or employees, or additional compensation of whatever kind or nature as a result of the exercise by COMMISSION of its full rights of ownership of the documents and materials under this Agreement. CONTRACTOR may retain copies of the documents and materials for its own use but shall not enter into any contract or license for use or for payment of the documents. CONTRACTOR shall cause each Subcontractor to assign to COMMISSION any documents or materials prepared by it. In the event CONTRACTOR fails to secure the assignment, CONTRACTOR shall indemnify COMMISSION for all damages suffered by the failure to obtain the assignment. COMMISSION agrees that, if necessary, it will undertake reasonable and appropriate steps to maintain the proprietary nature of CONTRACTOR's proprietary property, except as may be required by applicable laws.

17.6 Inspection and Access to Records. ADMINISTRATOR and any authorized COMMISSION representatives, any authorized representatives of the State of California, and any authorized representatives of First 5 California shall have access to CONTRACTOR's records for the purpose of monitoring performance and provision of the Services pursuant to this Agreement. CONTRACTOR shall make available its records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR. In the event CONTRACTOR does not make available its records within the borders of Orange County, CONTRACTOR agrees to pay all

necessary and reasonable direct and indirect expenses incurred by COMMISSION or COMMISSION's designee(s) necessary to obtain CONTRACTOR's records.

18. PATENT AND COPYRIGHT INFRINGEMENT.

18.1 In lieu of any other warranty by COMMISSION or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any claim or suit against COMMISSION on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S. letters patent or copyright, and CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in writing of the suit or claim and given authority, information, and assistance at CONTRACTOR's expense for the defense of same. CONTRACTOR will not indemnify COMMISSION if the suit or claim results from: (1) COMMISSION's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONTRACTOR when such use in combination infringes upon an existing U.S. letters patent or copyright.

18.2 CONTRACTOR shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify COMMISSION under any settlement made without CONTRACTOR's consent or in the event COMMISSION fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, at no expense to COMMISSION, shall obtain for COMMISSION the right to use and sell said item, or shall substitute an equivalent item acceptable to COMMISSION and extend this patent and copyright indemnity thereto.

19. CONTRACTOR OBLIGATION TO PROVIDE DATA FOR COMMISSION'S EVALUATION AND CONTRACTS MANAGEMENT SYSTEM.

19.1 Evaluation and Contracts Management System. Services under this Agreement include tracking service data related to client outcomes about Orange County children from prenatal through age five in furtherance of the goals and objectives of COMMISSION's Strategic Plan adopted pursuant to the Act. CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contract management system in its performance under this Agreement, there may be individual client-shared core data elements. It is the responsibility of each funding recipient, including CONTRACTOR, to participate in the evaluation and contract management system using the COMMISSION Confidentiality and Data Sharing Protocol. CONTRACTOR agrees it shall cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system and other information technology contractors; it shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system; and it shall utilize the evaluation and contract management system, or other data system, as elected by COMMISSION and its ADMINISTRATOR in their sole discretion, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all services provided by CONTRACTOR and each and all of COMMISSION's funding recipients. The level of participation with the evaluation and contract management system required by CONTRACTOR shall be determined by ADMINISTRATOR.

19.1.1 CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contract management system in its performance under this Agreement, there shall be project-level reporting to COMMISSION with respect to CONTRACTOR's work plan through the evaluation and contract management system's Administrative Management Module ("AMM"), and, in some instances, through the evaluation and contract management system's Client Level Data Module ("CLDM"), as set forth in the Work Plan, Exhibit A-1. CONTRACTOR agrees to participate in AMM, and, if applicable to the Services to CLDM, and to cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system and other information technology contractors. CONTRACTOR shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system, utilize the AMM, and, if applicable, provide data of Services to CLDM, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all Services provided by CONTRACTOR and each and all of COMMISSION's funding recipients.

19.2 Confidentiality. Nothing in the above provisions relating to collection and reporting to the evaluation and contracts management system shall require CONTRACTOR to release or disclose confidential health data or other patient identification which is expressly protected from disclosure by applicable federal and state laws; provided however, any applicable exception set forth in applicable federal or state laws which permits disclosure by CONTRACTOR to COMMISSION of health or other data shall require disclosure by CONTRACTOR to COMMISSION and ADMINISTRATOR in order to input to the evaluation and contracts management system.

20. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS. To the extent any intellectual property, tangible or intangible, is developed, created, or modified with the monies funded by First 5 California under this Agreement, First 5 California does and shall own all right, title and interest (including patent rights, copyrights, trade secret rights, and other intellectual property rights throughout the world) relating to any and all the inventions (whether or not patentable), works of authorship, designs, know-how, ideas, and information made or conceived or reduced to practice, in whole or in part, by CONTRACTOR pursuant to the scope of Services provided by CONTRACTOR to COMMISSION under this Agreement (collectively the "Inventions"). CONTRACTOR agrees it shall promptly disclose all Inventions to COMMISSION. CONTRACTOR agrees to make all assignments and execute the legal documents necessary to accomplish the ownership and control for the benefit of First 5 California in a format prescribed by First 5 California. CONTRACTOR shall further assist COMMISSION, at COMMISSION's expense, to further evidence, record, and perfect the assignments and documentation, and to perfect, obtain, maintain, enforce, and defend any rights relating to the Inventions. CONTRACTOR irrevocably designates and appoints COMMISSION as its agent to lawfully perfect ownership and control of the Inventions (and if legally required for force and effect in order to perfect the ownership and control of the Inventions as its attorney-in-fact). As agent, COMMISSION may act for and on CONTRACTOR's behalf to execute and file any document and to do all other lawfully permitted and required acts to effect the ownership and control of the Inventions. If CONTRACTOR uses, provides, or discloses any of the Inventions when acting within the scope of CONTRACTOR's performance of Services or otherwise on behalf of COMMISSION, COMMISSION and First 5 California will have and CONTRACTOR grants COMMISSION and First 5 California a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exercise all rights to the Inventions.

21. COPYRIGHT ACCESS. COMMISSION and First 5 California, shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, reproduce, prepare derivative products, distribute copies, perform, display, or otherwise use, use, duplicate, or dispose of of all material and work product (both tangible and intangible), if any, developed under this Agreement including those materials covered by copyright, in any manner for governmental purposes and to have or permit others to do so. All products and any reproductions of products distributed under the terms of this Agreement shall include a notice of copyright in a place that can be visually perceived at the direction of COMMISSION or First 5 CA. This notice shall be placed prominently on products and set apart from other matter on the page or medium where it appears. The notice shall state “Copyright” or “©,” the year the work was created, and “First 5 California.”

22. NOTICES.

22.1 Method and Form of Notice. Unless otherwise specified, all formal notices, invoices, claims, correspondence, or reports shall be addressed as follows:

COMMISSION: Children and Families Commission of Orange County
Contracts Manager
1505 E. 17th Street, Suite 230
Santa Ana, CA 92705

CONTRACTOR: See Exhibit A

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

22.2 Advisory Notices Required. Notwithstanding the provisions of this Agreement relating to Claims, CONTRACTOR shall notify COMMISSION, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which may expose COMMISSION to liability. These occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COMMISSION property in possession of CONTRACTOR.

23. RIGHTS OF TERMINATION.

23.1 Termination for Convenience Prior to Expiration of Term.

23.1.1 COMMISSION may terminate this Agreement for its convenience at any time upon fifteen (15) days’ written notice to CONTRACTOR. Upon receipt of a notice of termination for convenience, CONTRACTOR shall immediately cease performance under this Agreement, including all Services, except the Services that may be specifically approved by ADMINISTRATOR. CONTRACTOR shall be entitled to compensation for that part of the Services rendered prior to receipt of the notice of termination and for the part of the Services authorized by ADMINISTRATOR after the notice in accordance with the Project Budget, Exhibit B, or other arrangement for compensation as may be approved by the ADMINISTRATOR in writing.

23.2 Termination for Cause Due to Default of CONTRACTOR. COMMISSION reserves the express right to terminate this Agreement for cause due to the default, as defined in

Paragraph 24, by CONTRACTOR in its performance obligations under this Agreement. In the event of termination, CONTRACTOR shall immediately cease performance and provision of Services as of the date the notice of default is received or deemed received, whichever occurs earlier. COMMISSION may take over the work and prosecute the same to completion by contract or otherwise. CONTRACTOR shall be liable to the extent that the total cost for completion of the Services required by this Agreement exceeds the compensation stipulated in this Agreement, provided that COMMISSION shall use reasonable efforts to mitigate damages. COMMISSION expressly reserves the right to withhold any outstanding payments to CONTRACTOR for the purpose of set off or partial payment of the amounts owed COMMISSION as previously set forth in this Agreement.

24. DEFAULT.

24.1 Default by CONTRACTOR. Failure by CONTRACTOR to perform or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In addition to immediate termination as set forth above in Paragraph 23.2 and any other remedies available at law, in equity, or otherwise specified in this Agreement, ADMINISTRATOR, in his or her sole discretion, may elect any or all of the following:

24.1.1 Afford CONTRACTOR a time period of fifteen (15) days from the date notice is mailed to cure the default, or to commence to cure the breach and diligently pursue to completion the cure of the breach within thirty (30) days of date notice is mailed;

24.1.2 Discontinue payment and eligibility for payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which payment may not be entitled to later recovery;

24.1.3 Offset against any funds invoiced by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to the above offset authority; and

24.1.4 Withhold from any monies payable to CONTRACTOR sufficient funds to compensate COMMISSION for any losses, costs, liabilities, or damages it reasonably believes were suffered by or have been incurred by COMMISSION due to the default of CONTRACTOR in the performance of the Services required by this Agreement.

25. REVERSION OF ASSETS.

25.1 Unencumbered or Unexpended Funds. Upon the termination or expiration of the term of this Agreement, CONTRACTOR shall transfer to COMMISSION any unexpended and unencumbered COMMISSION funds on hand at the time of the termination or expiration and any accounts receivable attributable to the use of subject funds.

25.2 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 COMMISSION funds disbursed under this Agreement, the original cost of the property exceeded five thousand dollars (\$5,000) shall either be, at the election of ADMINISTRATOR: (1) used by CONTRACTOR for the Services or comparable services meeting the purposes of the Act and Strategic Plan for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified in the Project Summary, Exhibit A; or (2) disposed of and proceeds paid to COMMISSION in a manner that results in COMMISSION being

reimbursed in the amount of the fair market value at the time of termination or expiration of this Agreement (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the value attributable to CONTRACTOR's out of pocket expenditures using non-COMMISSION funds for acquisition of, or improvements to, the real or personal property and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of the asset.

25.2.1 In furtherance of the above provisions, if ADMINISTRATOR selects continued use of the capital asset, then CONTRACTOR agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. This covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

25.2.2 In the event ADMINISTRATOR selects disposition of the subject real or personal property, then CONTRACTOR shall exercise due diligence to dispose of the property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of the disposition shall be disbursed directly to and be payable to COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with UCC requirements.

26. COUNTERPARTS. This Agreement may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed or electronically scanned signatures shall have the same force and effect as an original signature.

27. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

28. FIRST 5 CALIFORNIA REQUEST FOR APPLICATION. CONTRACTOR shall comply with all terms and conditions of the First 5 California Request for Application No. GAN HV 2023: Regional Technical Assistance for Home Visiting Coordination and Integration, which is attached hereto as Exhibit D and incorporated herein by this reference.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, COMMISSION and CONTRACTOR have caused this Agreement to be effective in the County of Orange, State of California, on the date first above written.

COMMISSION


CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY, a public body and legal public entity

Dated: 9/12/2023

By: 

Chair

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF COMMISSION

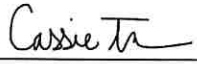
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~~Susan Novak~~ 
Clerk of the Commission

Dated: 9/12/2023

APPROVED AS TO FORM:

WOODRUFF & SMART, APC

By: 

Cassie Trapesonian, Commission Counsel

[Signature block for CONTRACTOR on next page.]

[Signature block continued from previous page.]

CONTRACTOR

RIVERSIDE COUNTY CHILDREN AND
FAMILIES COMMISSION, a California Public Entity

Dated: 8/31/23

By: Tammi Graham
Tammi Graham, Executive Director

ATTEST:

Dated: 8/31/23

By: Lynn M. Stephens
Lynn M. Stephens, Executive Assistant

APPROVED AS TO FORM

Dated: 8/28/23

By: Kristine Bell-Valdez
Kristine Bell-Valdez, Supervising Deputy County
Counsel

EXHIBIT A

PROJECT SUMMARY

Riverside County Children and Families Commission
Agreement # FCI-HVC-02
First 5 CA Home Visiting Coordination
Term: July 1, 2023 – June 30, 2025

1. FUNDING RECIPIENT

Riverside County Children and Families Commission
a California public entity
585 Technology Ct
Riverside, CA 92507

Contact: Tammi Graham, Executive Director
(951) 955-0200
tgraham@rivco.org

Work Plan and Data Entry Contact:

Alejandra Juarez-Espinosa
(951) 955-0200
ajespino@rivco.org

Invoices/Documentation Contact:

Patricia Perez, Administrative Services Manager
(951) 955-0451
rccfc-accountspayable@rivco.org

Signatories: Tammi Graham, Executive Director

2. BACKGROUND

In October 2019, the First 5 California (CA) State Commission (Commission) approved up to \$24 million in funding for five years through Fiscal Year 2024-2025 to help counties create a sustainable, unified system that supports families with the home visiting services they need and maximize available funding to serve more families. This catalytic funding is meant to promote increased coordination and collaboration and is expected to yield significant systems changes. Between 2020 and 2022, 50 counties received approximately \$9 million of funding to develop or strengthen a cross-agency, cross-system understanding of the role home visiting plays in supporting family well-being, increase access to culturally and linguistically responsive home visiting, and integrate home visiting into other child- and family-serving systems.

Funding was approved by First 5 CA by region, including Region 9: Orange, Riverside, San Bernardino, and Imperial. Funding is meant to promote increased coordination and collaboration, and is expected to yield significant systems changes, including, but not limited to:

- Increased cross-agency understanding of local population needs and readiness to collaborate on local home visiting services

Exhibit A

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- Efficient, coordinated, and sustainable local home visiting that serves more families more effectively
- Interconnected local early childhood systems with home visiting embedded as a vital component leading to strong family outcomes
- Networks of cross-county coordination and collaboration that promote shared learning and capacity-building, resource sharing, and expertise to strengthen local systems change effort

Planned and supported coordination across multiple home visiting agencies and other community services is necessary to address system, service, and resource gaps and build upon strengths so that:

- More families receive culturally and linguistically responsive services that enable them to resettle in new communities
- Children birth through age five (5) have safe, stable, nurturing relationships, and environments
- Children are better prepared for school
- Families are more resilient and self-sufficient

3. PURPOSE AND SCOPE OF WORK

The purpose of the First 5 CA funded Regional Technical Assistance for Home Visiting Coordination and Integration is to empower counties to continue their work creating a sustainable, unified system that supports families with the home visiting services to support family well-being and maximize available funding to serve more families. The Home Visiting Applied Research Collaborative (HARC) defines coordination as the “intentional organization of activities between two or more [entities] to facilitate, in partnership with the family, the delivery of the right services in the right setting at the right time.” (See more at the Home Visiting Applied Research Collaborative website.)

Researchers agree that the quality of cross-agency collaboration and coordination is critical to achieving home visiting initiatives’ goals of implementation with fidelity, scale-up, and sustainability. (See Making Replication Work: Building Infrastructure to Implement, Scale-up, and Sustain Evidence-Based Early Childhood Home Visiting With Fidelity.) Additionally, this program is intended to help counties continue working on effective collaboration, coordination, and integration of home visiting and family support activities through a regional technical assistance model.

The program also works to promote group, individual, and peer-to-peer technical assistance to help counties continue strengthening a range of systems coordination and integration activities, highlight lived-experience in policies and program decisions, and address inequities.

Rather than provide funding to each county individually, as was the practice in the first round of Home Visiting Coordination (HVC) funding, this program round will use a regional funding approach. The goal of the regional structure is to build and maintain collective capacity to maximize access to the resources and technical assistance needed to achieve local and state home visiting coordination and integration goals and promote an equitable home visiting system embedded into other child- and family-serving systems.

CONTRACTOR will focus its home-visiting regional technical assistance plan on the following objectives: governance and administration; financing strategies and funding mechanisms; assessment and planning; professional development, training, and technical assistance; continuous quality improvement, implementation and evaluation; and monitoring and accountability. Within these objectives CONTRACTOR will fully represent programs, funders, prenatal to five agencies, communities and families, and use a systems approach to

Exhibit A

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support successful implementation of its workplan and ensure cross sector engagement within the prenatal to five system. CONTRACTOR is also committed to a sustainable and equitable approach across all strategies and intends to ensure leadership, oversight, and management of the home-visiting system are structured to advance opportunities, fairness, and access to resources.

CONTRACTOR will implement the jointly submitted two (2)-year Home Visiting Technical Assistance Plan (Exhibit A-1) approved by First 5 CA.

CONTRACTOR will comply with all data and reporting requirements, deliverables, and evaluations as required by First 5 CA through Regional Technical Assistance for Home Visiting Coordination and Integration.

4. WAIVERS/AMENDMENTS TO AGREEMENT

None.

5. INVOICING/PAYMENT ELECTIONS

As of the Date of Agreement, the Parties mutually agree to the following invoicing/payment elections. Notwithstanding anything to the contrary and provided that any modifications to these elections do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR and CONTRACTOR may, in accordance with the authority described in Section 2.2 of this Agreement; make future modifications to the following invoicing/payment elections.

- 5.1** Initial Payment. The Parties do not anticipate an Initial Payment request as described in Paragraph 15.2 of this Agreement.
- 5.2** Billing/Payment Interval. The Parties agree that the interval for Billing and/or Payment for this Agreement as described in Paragraph 15.4 is quarterly.
- 5.3** Retention Timing. No retention is anticipated.

6. Funding Source and Additional Requirements

- 6.1** The parties acknowledge that funding for this Agreement includes Regional Technical Assistance for Home Visiting Coordination and Integration from First 5 CA.
- 6.2** The records retention period for this Agreement shall be seven (7) years from the date of final disbursement of funds under this Agreement or the completion of any pending reviews or audits.

Exhibit A

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EXHIBIT A-1

HOME VISITING REGIONAL ASSISTANCE PLAN – YEAR 1

SMART OBJECTIVES AND TASKS		MILESTONES/ OUTPUTS	Resources Needed	ASSIGNED TO	TIME FRAME	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Objective A:	Governance and Administration																
<i>Task 1: Integration</i>	A. The governance structure for the home visiting system will fully represent programs, funders, prenatal to five agencies, communities and families, use a systems approach to support the multi-model, locally variable implementation approach which is flexible and targets need, and ensure cross sector engagement within the prenatal to five system.	Cross-collaborative governance structure for home-visiting															
1.1	<i>Establish communication and knowledge sharing systems between HV system governance and other prenatal to age 5 governance structures.</i>		Local TA	F5RC Staff/ Subcontractor		X	X	X									
<i>Task 2: Choice</i>	multiple systems to support awareness and knowledge of the role of these programs, to increase access to programs and local choice, and to advance trust and the collaborative approach to a HV system.	Creation of home-visiting messaging and distribution/advertising of said messaging															
2.1	<i>Develop communication tools and approaches to advance an overall understanding of what Home Visiting is and potential impact, and clarity for families and referring partners on what resources are available.</i>		Local TA	F5RC Staff/ Subcontractor		X	X	X									
<i>Task 3: Impact</i>	C. Organizations will have a decrease in the administrative burden they face in running home visiting programming.	Alignment and consolidation of standards to create efficiencies															
3.1	<i>Alignment of common outcomes, program expectations across funding sources, and reporting requirements</i>		Local TA	F5RC Staff/ Subcontractor		X	X										
3.2	<i>Consolidate engagement with national model offices on model requirements</i>		Regional/Local TA	F5RC Staff/ Subcontractor		X	X	X	X	X	X						
<i>Task 4: Equity</i>	D. Leadership, oversight, and management of HV are structured to advance opportunities, fairness, and access to resources for those historically and currently effected by racial inequity.	Equitable values and principles															
4.1	<i>Develop definition and values for the HV system, in alignment with other state and local efforts</i>		Regional/Local TA	F5RC Staff/ Subcontractor		X	X	X	X	X	X	X	X	X	X	X	X

EXHIBIT A-1

HOME VISITING REGIONAL ASSISTANCE PLAN – YEAR 1 (continued)

SMART OBJECTIVES AND TASKS		MILESTONES/ OUTPUTS	Resources Needed	ASSIGNED TO	TIME FRAME	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Objective B:	Financing Strategies and Funding Mechanisms																
<i>Task 1: Impact and Choice</i>	A. Home visiting stakeholders will utilize comprehensive information on funding of the programs (federal, state and local), the role of aligning funding, and the funding needs of programs and system-level supports as part of their system approach and in guiding decisions.	Alignment of funding and measurement of impact of aligning and layering funding															
1.1	<i>Explore the role alignment of funding streams and the understanding of approaches to alignment across the current, and potential, funding sources.</i>		Local TA	F5RC Staff/Subcontractor		X	X	X	X	X	X	X	X	X	X	X	X
1.2	<i>Develop mechanism to measure the impact of aligning and layering of funding on the implementation of programs and the overall HV system</i>		Local TA	F5RC Staff/Subcontractor		X	X	X	X	X	X	X	X	X	X	X	X
<i>Task 2: Equity</i>	B. Build and maintain a system that supports the policies and financing required to ensure children are not disadvantaged by racial and other inequities.	Development of equitable values and policies within HV system															
2.1	<i>Develop values and policies related to fiscal administration that aligns with equity values</i>		Local TA	F5RC Staff/Subcontractor													
<i>Task 3: Infrastructure of Supports</i>	C. Home visiting stakeholders will improve the funding mechanisms used for programs and the system, advancing layered funding and integrated service approaches.	Leveraging systems - layered funding and integrated services															
3.1	<i>Develop resources to support implementation of a continuum of models</i>		Local TA	F5RC Staff/Subcontractor		X	X	X	X	X	X	X	X	X	X	X	X

EXHIBIT A-1

HOME VISITING REGIONAL ASSISTANCE PLAN – YEAR 1 (continued)

SMART OBJECTIVES AND TASKS		MILESTONES/ OUTPUTS	Resources Needed	ASSIGNED TO	TIME FRAME	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Objective C:	Assessment and Planning																
<i>Task 1: Choice</i>	A countywide expansion plan for home visiting will include community driven assessment and planning, and leverage the community approach, to guide decisions regarding investments and program expansion.	Data for community assessment and planning															
1.1	Leverage local data to establish baseline understanding of community needs, existing programs across all agencies that serve to establish cross sector engagement.		Local TA	F5RC Staff/ Subcontractor		X	X	X	X	X	X	X	X	X	X	X	X
<i>Task 2: Equity</i>	HV system and governance upholds and advances social justice measures and activities by examining community demographics and need and supporting strategic programing.	Khdok#t#x#l# # dval#k#d#h#q#o#h#v# v#d#h#j#E#h#y#E#h#h#d#h#l															
2.1	Develop a community assessment process to guide a continuum of services		Local TA	F5RC Staff/Subcontractor								X	X	X	X	X	X
<i>Task 3: Impact</i>	Communities have the services and supports that best match their needs.	Community assessment and planning															
3.1	H#v#e#d#k# # #w#p # #j#y#h#o#p #h#q# #D # #s#u#r#d#f#k# #r# #x#s#r#u# d#w#v#p #h#q# #f#d#d#h#f#l#b#q#p #d#l#j# #g# #h#h#y#h#o#p #h#q# # # a#f#d# #d#q# #r# #h#v#s#r#g# #r# #h#v#p #h#q#		Local TA	F5RC Staff/Subcontractor								X	X	X	X	X	X
<i>Task 4: Infrastructure of Supports</i>	The plan for the expansion of home visiting, and the assessment and planning that informs this plan, will support local entities in their ability to maintain a multi-model approach in their community.	G#h#y#h#o#s# #E#r#p # #x#q#E#d#w#r#g# #w#f#w#h# # d#g# #h#h#g#e#d#f#n#h#r#s# #f#i#u#r#w#f# #x#q# # # d#g# #f#d#d#h#q# #h#v# #k#d# #g#y#d#f#h# # w#h# # #w#p # #j#y#h#o#p #h#q# #															
4.1	Survey communities to determine what supports they need		Local TA	F5RC Staff/Subcontractor								X	X	X	X	X	X
4.2	Develop principles and strategies to support collaboration among models.		Local TA	F5RC Staff/Subcontractor		X	X	X	X	X	X						
<i>Task 5: Choice</i>	An integrated approach to planning and implementation will support family access to programs and ensuring families are engaged in programs.	F #r#p # #x#q#E#d#w#r#g# #w#h#d#f#k# #h#g# # h#v#z#x#f#h# #r#o# #h#h#j# #d#f#h# # # v#k#d#h# #u#r#j#d#p # #h#t#x#l#h#p #h#q# #d#g# # r#e#h#f#w#h#v#l															
5.1	Coordinate intake and referral		Local TA	F5RC Staff/Subcontractor		X	X	X	X								

EXHIBIT A-1

HOME VISITING REGIONAL ASSISTANCE PLAN – YEAR 1 (continued)

SMART OBJECTIVES AND TASKS		MILESTONES/ OUTPUTS	Resources Needed	ASSIGNED TO	TIME FRAME	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Objective D:	Professional Development, Training, and Technical Assistance																
<i>Task 1: Integration</i>	Home visiting system will ensure consistency and accessibility of programs and communities to professional development, training and technical assistance supports	Develop continuum of supports through a plan that encompasses the shared workforce and professional development needs															
1.1	Inventory existing trainings and technical assistance		Local TA	F5RC Staff/Subcontractor		X	X	X	X	X	X	X	X	X	X	X	X
1.2	Identify other funding resources for PD within HV systems		Regional TA	F5RC Staff/Subcontractor		X	X	X	X	X	X	X	X	X	X	X	X
<i>Task 2: Infrastructure of Supports</i>	Home visiting workforce will have access to and utilize professional supports aligned to core competencies for the delivery of HV programming.	Determine areas of core competencies for HV workforce															
2.1	Develop core training content		Local TA	F5RC Staff/Subcontractor													
<i>Task 3: Impact</i>	Alignment of workforce and professional development, training and technical assistance will increase retention of quality staff and improve organizational sustainability.	Launch a professional training needs assessment that cuts across models, funders, and home visiting programs.															
3.1	Identify gaps in TA opportunities		Local TA	F5RC Staff/Subcontractor		X	X	X									
<i>Task 4: Choice</i>	Home visiting stakeholders will have increased opportunities for professional growth and development that functions across models and is locally driven and accessible.	Develop opportunities for regional or cross county learning collaboratives or resource leveraging to build capacity in quality improvement cycles.															
4.1	Identify an approach to learning collaboratives		Local TA	F5RC Staff/Subcontractor		X	X	X	X								
4.2	Partner with higher education to leverage the associates efforts potential and current HV staff are engaged.		Local TA	F5RC Staff/Subcontractor								X	X	X	X	X	X
<i>Task 5: Equity</i>	Workforce development system align efforts to recruit and support practitioners in developing competencies and enhancing practice to understand their own values, beliefs, implicit biases, unconscious racism, actions, as well as their own relative privileges.	Identify inequities in access and other structural barriers programs have in engaging with training and professional development opportunities.															
5.1	Develop a plan to integrate additional training and mentoring resources on values, beliefs, implicit bias, and unconscious racism in practice.		Local TA	F5RC Staff/Subcontractor		X	X	X	X	X	X	X					

EXHIBIT A-1

HOME VISITING REGIONAL ASSISTANCE PLAN – YEAR 1 (continued)

SMART OBJECTIVES AND TASKS		MILESTONES/ OUTPUTS	Resources Needed	ASSIGNED TO	TIME FRAME	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Objective E:	Continuous Quality Improvement, Implementation, and Evaluation																
<i>Task 1: Integration</i>	An integrated approach to quality, implementation and evaluation will support understanding needs across models, ensuring consistency in the experience of models, and ensuring that programs have access to standard supports that maximize program impact.	Develop core strategies of an integrated approach															
1.1	Information gathering		Local TA	F5RC Staff/Subcontractor		X	X	X									
1.2	Analysis from systems perspective with goal of common experiences in program		Local TA	F5RC Staff/Subcontractor						X	X	X	X				
1.3	Develop strategies to address gaps identified in analysis		Local TA	F5RC Staff/Subcontractor		X	X	X									
<i>Task 2: Infrastructure of Supports</i>	The quality and capacity of home visiting programs will be supported by a coordinated, comprehensive and fully accessible continuous quality improvement system.	Map existing quality improvement efforts and complete an analysis of quality assurance strategies and supports across models/programs.															
2.1	Review map of existing efforts and develop response plan		Local TA	F5RC Staff/Subcontractor		X	X	X	X	X							
<i>Task 3: Impact</i>	Riverside County home visiting system will develop and implement an evaluation plan and structure that is fully representative of programs, funders, communities and families, and advances policies that demonstrate the impact of the multi-model, locally variable approach, as part of achieving goals	Complete an assessment of current outcomes tracked by all models/programs.															
3.1	Align system measures		Local TA	F5RC Staff/Subcontractor		X	X	X	X	X	X	X	X	X	X	X	X
<i>Task 4: Equity</i>	The home visiting system will develop a coordinated, comprehensive and fully accessible continuous quality improvement process with data systems that support program- and system-level decision-making related to closing racial disparities.	Develop cross model/funder implementation supports for meaningful parent engagement and leadership that use an equity lens.															
4.1	Analyze gaps in assessment of quality		Regional TA	F5RC Staff/Subcontractor		X	X	X	X	X	X	X	X	X	X	X	X
4.2	Develop strategies to leverage existing coordination of model and of service providers		Regional TA	F5RC Staff/Subcontractor		X	X	X	X	X	X	X	X	X	X	X	X

EXHIBIT A-1

HOME VISITING REGIONAL ASSISTANCE PLAN – YEAR 1 (continued)

SMART OBJECTIVES AND TASKS		MILESTONES/ OUTPUTS	Resources Needed	ASSIGNED TO	TIME FRAME	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Objective F:	Monitoring and Accountability																
<i>Task 1: Choice</i>	Throughout Riverside, communities are informed on which programming works best for given populations and use this information to guide decisions on the home visiting services offered in their communities.	Develop scale up plan that will ensure coverage of programs across the county, in response to community needs.															
1.1	Set and measure system against benchmarks of success in scaling up programs that meet community need		Local TA	F5RC Staff/Subcontractor													X
<i>Task 2: Integration and Impact</i>	Measures for monitoring and accountability of home visiting implementation are aligned across funders and models and demonstrate linkage to HV system goals and county goals for prenatal to five period.	Develop objectives and priorities for monitoring and accountability which reflect the the system's goals of increasing efficiencies in funding and program administration and understanding the overall impact of HV programming..															
2.1	Identify key areas of efficiency to monitor - considering how policy changes could increase efficiencies		Local TA	F5RC Staff/Subcontractor		X	X	X	X	X	X	X	X	X	X	X	X
<i>Task 3: Equity</i>	Shared leadership and collective power offers new and reconstituted systems of accountability. Policy and programs are developed and monitored for their impact and outcomes that contribute to both racial inequities and racial equity on all levels—personal, interpersonal, institutional and structural.	Develop system for monitoring family outcomes data at the system level															
3.1	Analyze existing measures, and develop/recommend new, to address the impact of model fidelity with marginalized populations		Local TA	F5RC Staff/Subcontractor			X	X	X	X	X	X	X	X	X		

EXHIBIT A-1

HOME VISITING REGIONAL ASSISTANCE PLAN – YEAR 2

SMART OBJECTIVES AND TASKS		MILESTONES/ OUTPUTS	Resources Needed	ASSIGNED TO	TIME FRAME	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	
Objective A:	Governance and Administration																		
<i>Task 1: Integration</i>	A. The governance structure for the home visiting system will fully represent programs, funders, prenatal to five agencies, communities and families, use a systems approach to support the multi-model, locally variable implementation approach which is flexible and targets need, and ensure cross sector engagement within the prenatal to five system.	Cross-collaborative governance structure for home-visiting																	
1.1	<i>Establish communication and knowledge sharing systems between HV system governance and other prenatal to age 5 governance structures.</i>		Local TA	F5RC Staff/ Subcontractor															
<i>Task 2: Choice</i>	multiple systems to support awareness and knowledge of the role of these programs, to increase access to programs and local choice, and to advance trust and the collaborative approach to a HV system.	Creation of home-visiting messaging and distribution/advertising of said messaging																	
2.1	<i>Develop communication tools and approaches to advance an overall understanding of what Home Visiting is and potential impact, and clarity for families and referring partners on what resources are available.</i>		Local TA	F5RC Staff/ Subcontractor															
<i>Task 3: Impact</i>	C. Organizations will have a decrease in the administrative burden they face in running home visiting programming.	Alignment and consolidation of standards to create efficiencies																	
3.1	<i>Alignment of common outcomes, program expectations across funding sources, and reporting requirements</i>		Local TA	F5RC Staff/ Subcontractor															
3.2	<i>Consolidate engagement with national model offices on model requirements</i>		Regional/Local TA	F5RC Staff/ Subcontractor															
<i>Task 4: Equity</i>	D. Leadership, oversight, and management of HV are structured to advance opportunities, fairness, and access to resources for those historically and currently effected by racial inequity.	Equitable values and principles																	
4.1	<i>Develop definition and values for the HV system, in alignment with other state and local efforts</i>		Regional/Local TA	F5RC Staff/ Subcontractor		X	X	X	X	X	X	X	X	X	X	X	X	X	X

EXHIBIT A-1

HOME VISITING REGIONAL ASSISTANCE PLAN – YEAR 2 (continued)

SMART OBJECTIVES AND TASKS		MILESTONES/ OUTPUTS	Resources Needed	ASSIGNED TO	TIME FRAME	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	
Objective B:	Financing Strategies and Funding Mechanisms																		
<i>Task 1: Impact and Choice</i>	A. Home visiting stakeholders will utilize comprehensive information on funding of the programs (federal, state and local), the role of aligning funding, and the funding needs of programs and system-level supports as part of their system approach and in guiding decisions.	Alignment of funding and measurement of impact of aligning and layering funding																	
1.1	<i>Explore the role alignment of funding streams and the understanding of approaches to alignment across the current, and potential, funding sources.</i>		Local TA	F5RC Staff/Subcontractor															
1.2	<i>Develop mechanism to measure the impact of aligning and layering of funding on the implementation of programs and the overall HV system.</i>		Local TA	F5RC Staff/Subcontractor															
<i>Task 2: Equity</i>	B. Build and maintain a system that supports the policies and financing required to ensure children are not disadvantaged by racial and other inequities.	Development of equitable values and policies within HV system																	
2.1	<i>Develop values and policies related to fiscal administration that aligns with equity values</i>		Local TA	F5RC Staff/Subcontractor															
<i>Task 3: Infrastructure of Supports</i>	C. Home visiting stakeholders will improve the funding mechanisms used for programs and the system, advancing layered funding and integrated service approaches.	Leveraging systems - layered funding and integrated services																	
3.1	<i>Develop resources to support implementation of a continuum of models</i>		Local TA	F5RC Staff/Subcontractor															

EXHIBIT A-1

HOME VISITING REGIONAL ASSISTANCE PLAN – YEAR 2 (continued)

SMART OBJECTIVES AND TASKS		MILESTONES/ OUTPUTS	Resources Needed	ASSIGNED TO	TIME FRAME	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	
Objective C:	Assessment and Planning																		
<i>Task 1: Choice</i>	A countywide expansion plan for home visiting will include community driven assessment and planning, and leverage the community approach, to guide decisions regarding investments and program expansion.	Data for community assessment and planning																	
1.1	Leverage local data to establish baseline understanding of community needs, existing programs across all agencies that serve to establish cross sector engagement.		Local TA	F5RC Staff/ Subcontractor		X	X	X	X	X	X	X	X	X	X	X	X	X	X
<i>Task 2: Equity</i>	HV system and governance upholds and advances social justice measures and activities by examining community demographics and need and supporting strategic programing.																		
2.1	Develop a community assessment process to guide a continuum of services		Local TA	F5RC Staff/Subcontractor															
<i>Task 3: Impact</i>	Communities have the services and supports that best match their needs.	Community assessment and planning																	
3.1			Local TA	F5RC Staff/Subcontractor		X													
<i>Task 4: Infrastructure of Supports</i>	The plan for the expansion of home visiting, and the assessment and planning that informs this plan, will support local entities in their ability to maintain a multi-model approach in their community.																		
4.1	Survey communities to determine what supports they need		Local TA	F5RC Staff/Subcontractor															
4.2	Develop principles and strategies to support collaboration among models.		Local TA	F5RC Staff/Subcontractor															
<i>Task 5: Choice</i>	An integrated approach to planning and implementation will support family access to programs and ensuring families are engaged in programs.																		
5.1	Coordinate intake and referral		Local TA	F5RC Staff/Subcontractor															

EXHIBIT A-1

HOME VISITING REGIONAL ASSISTANCE PLAN – YEAR 2 (continued)

SMART OBJECTIVES AND TASKS		MILESTONES/ OUTPUTS	Resources Needed	ASSIGNED TO	TIME FRAME	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	
Objective D:	Professional Development, Training, and Technical Assistance																		
<i>Task 1: Integration</i>	Home visiting system will ensure consistency and accessibility of programs and communities to professional development, training and technical assistance supports	Develop continuum of supports through a plan that encompasses the shared workforce and professional development needs																	
1.1	Inventory existing trainings and technical assistance		Local TA	F5RC Staff/Subcontractor		X													
1.2	Identify other funding resources for PD within HV systems		Regional TA	F5RC Staff/Subcontractor		X	X	X	X	X	X	X	X	X	X	X	X	X	X
<i>Task 2: Infrastructure of Supports</i>	Home visiting workforce will have access to and utilize professional supports aligned to core competencies for the delivery of HV programming.	Determine areas of core competencies for HV workforce				X	X	X	X										
2.1	Develop core training content		Local TA	F5RC Staff/Subcontractor															
<i>Task 3: Impact</i>	Alignment of workforce and professional development, training and technical assistance will increase retention of quality staff and improve organizational sustainability.	Launch a professional training needs assessment that cuts across models, funders, and home visiting programs.																	
3.1	Identify gaps in TA opportunities		Local TA	F5RC Staff/Subcontractor															
<i>Task 4: Choice</i>	Home visiting stakeholders will have increased opportunities for professional growth and development that functions across models and is locally driven and accessible.	Develop opportunities for regional or cross county learning collaboratives or resource leveraging to build capacity in quality improvement cycles.																	
4.1	Identify an approach to learning collaboratives		Local TA	F5RC Staff/Subcontractor															
4.2	Partner with higher education to leverage the associates efforts potential and current HV staff are engaged.		Local TA	F5RC Staff/Subcontractor		X	X	X	X										
<i>Task 5: Equity</i>	Workforce development system align efforts to recruit and support practitioners in developing competencies and enhancing practice to understand their own values, beliefs, implicit biases, unconscious racism, actions, as well as their own relative privileges.	Identify inequities in access and other structural barriers programs have in engaging with training and professional development opportunities.																	
5.1	Develop a plan to integrate additional training and mentoring resources on values, beliefs, implicit bias, and unconscious racism in practice.		Local TA	F5RC Staff/Subcontractor															

EXHIBIT A-1

HOME VISITING REGIONAL ASSISTANCE PLAN – YEAR 2 (continued)

SMART OBJECTIVES AND TASKS		MILESTONES/ OUTPUTS	Resources Needed	ASSIGNED TO	TIME FRAME	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	
Objective E:	Continuous Quality Improvement, Implementation, and Evaluation																		
<i>Task 1: Integration</i>	An integrated approach to quality, implementation and evaluation will support understanding needs across models, ensuring consistency in the experience of models, and ensuring that programs have access to standard supports that maximize program impact.	Develop core strategies of an integrated approach																	
1.1	Information gathering		Local TA	F5RC Staff/Subcontractor															
1.2	Analysis from systems perspective with goal of common experiences in program		Local TA	F5RC Staff/Subcontractor															
1.3	Develop strategies to address gaps indentified in analysis		Local TA	F5RC Staff/Subcontractor															
<i>Task 2: Infrastructure of Supports</i>	The quality and capacity of home visiting programs will be supported by a coordinated, comprehensive and fully accessible continuous quality improvement system.	Map existing quality improvement efforts and complete an analysis of quality assurance strategies and supports across models/programs.																	
2.1	Review map of existing efforts and develop resoponse plan		Local TA	F5RC Staff/Subcontractor															
<i>Task 3: Impact</i>	Riverside County home visiting system will develop and implement an evaluation plan and structure that is fully representative of programs, funders, communities and families, and advances policies that demonstrate the impact of the multi-model, locally variable approach, as part of achieving goals	Complete an assessment of current outcomes tracked by all models/programs.																	
3.1	Align system measures		Local TA	F5RC Staff/Subcontractor		X	X	X	X	X	X	X	X	X	X	X	X	X	X
<i>Task 4: Equity</i>	The home visiting system will develop a coordinated, comprehensive and fully accessible continuous quality improvement process with data systems that support program- and system-level decision-making related to closing racial disparities.	Develop cross model/funder implementation supports for meaningful parent engaement and leadership that use an equity lens.																	
4.1	Analyze gaps in assessment of quality		Regional TA	F5RC Staff/Subcontractor		X	X	X	X	X									
4.2	Develop strategies to to leverage existing coordination of model and of service providers		Regional TA	F5RC Staff/Subcontractor		X	X	X	X	X									

EXHIBIT A-1

HOME VISITING REGIONAL ASSISTANCE PLAN – YEAR 2 (continued)

SMART OBJECTIVES AND TASKS		MILESTONES/ OUTPUTS	Resources Needed	ASSIGNED TO	TIME FRAME	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	
Objective F:	Monitoring and Accountability																		
<i>Task 1: Choice</i>	Throughout Riverside, communities are informed on which programming works best for given populations and use this information to guide decisions on the home visiting services offered in their communities.	Develop scale up plan that will ensure coverage of programs across the county, in response to community needs.																	
1.1	Set and measure system against benchmarks of success in scaling up programs that meet community need		Local TA	F5RC Staff/Subcontractor		X	X	X	X	X	X	X	X	X	X	X	X	X	X
<i>Task 2: Integration and Impact</i>	Measures for monitoring and accountability of home visiting implementation are aligned across funders and models and demonstrate linkage to HV system goals and county goals for prenatal to five period.	Develop objectives and priorities for monitoring and accountability which reflect the the system's goals of increasing efficiencies in funding and program administration and understanding the overall impact of HV programming..																	
2.1	Identify key areas of efficiency to monitor - considering how policy changes could increase efficiencies		Local TA	F5RC Staff/Subcontractor		X	X	X	X	X	X	X	X	X	X	X	X	X	X
<i>Task 3: Equity</i>	Shared leadership and collective power offers new and reconstituted systems of accountability. Policy and programs are developed and monitored for their impact and outcomes that contribute to both racial inequities and racial equity on all levels—personal, interpersonal, institutional and structural.	Develop system for monitoring family outcomes data at the system level																	
3.1	Analyze existing measures, and develop/recommend new, to address the impact of model fidelity with marginalized populations		Local TA	F5RC Staff/Subcontractor															

EXHIBIT B
PROJECT BUDGET

Riverside County Children and Families Commission	Funds Due 07/01/23 – 06/30/24	Funds Due 07/01/24 – 06/30/25	Total Funds
PERSONNEL			
Staffing	\$39,736	\$39,736	\$79,472
Benefits	\$22,026	\$22,026	\$44,052
OPERATIONS			
Materials/Supplies	\$	\$	\$
Travel	\$	\$	\$
Incentives/Stipends	\$	\$	\$
Contractual	\$63,118	\$63,117	\$126,235
Other	\$	\$	\$
SUBTOTAL PERSONNEL AND OPERATIONS	<u>\$124,880</u>	<u>\$124,879</u>	<u>\$249,759</u>
Indirect Costs Rate (not to exceed 15%)	\$9,264	\$9,264	\$18,528
TOTAL FUNDS DUE	<u>\$134,144</u>	<u>\$134,143</u>	<u>\$268,287</u>

MAXIMUM PAYMENT OBLIGATION: \$268,287.00

Funds shall only be expended for the purposes set forth in this Agreement and the First 5 CA Request for Application (RFA) No. GAN HV 2023: Regional Technical Assistance for Home Visiting Coordination and Integration, Exhibit D. CONTRACTOR’s attention is called to:

- Section 5: Cost Reimbursable Grant Activities and Results
- Section 10: Cost
- Section 16: Additional Terms, Conditions, and Assurances

Any expenditure of funds deemed non-allowable as defined in the First 5 CA RFA is not permitted under this Agreement

Attachment 1 to Exhibit B

STAFFING TABLE

STAFFING:

Position Title	Positions Description	Salary Basis: Time Unit	Salary Basis: Rate	FY 2024	FY 2025	Position Total
Regional Manager	Oversight of the statewide HV collaborative network – providing updates and information to the support local HVP design and implementation. Supervision of Program Coordinator	25%	\$ 104,483	\$ 26,121	\$ 26,121	\$ 52,242
Program Coordinator II	Community liaison for Regional T/A group, providing information and updates to partner agencies (systems work collaboration)	15%	\$ 90,763	\$ 13,615	\$ 13,615	\$ 27,230
Grand Total						\$ 79,472

BENEFITS:

Position Title	Fringe Benefits %: Vacation, Sick Leave, Workers Comp., Defer Comp., and Health Insurance	FY 2024	FY 2025	Position Total
Regional Manager	53%	\$ 13,719	\$ 13,719	\$ 27,438
Program Coordinator II	61%	\$ 8,307	\$ 8,307	\$ 16,614
Grand Total				\$ 44,052

Attachment 1 to Exhibit B

DIRECT PROJECT EXPENSES TABLES

Materials/Supplies						
Item	Purpose	Unit Cost	# units	FY 2024	FY 2025	Materials Total
TOTAL:				\$0.00	\$0.00	\$0.00

Travel					
Trip Name	Purpose of Trip	Cost Basis for Calculation	FY 2024	FY 2025	Travel Total
TOTAL:			\$0.00	\$0.00	\$0.00

Incentives					
Incentive Type	Purpose of Incentive	Cost Basis for Calculation or Estimate	FY 2024	FY 2025	Incentives Total
TOTAL:			\$0.00	\$0.00	\$0.00

Attachment 1 to Exhibit B

Contractual					
Contract	Purpose of Contract	Amount of Time of Cost Basis and Fiscal Year, as applicable	FY 2024	FY 2025	Contractual Total
HMA and/or Capito	Technical assistance for HV network. SME for financial strategies, referrals, and linkages	As needed	63,118	63,117	126,235
TOTAL:					

Other					
Purpose	Item Type	Cost Basis	FY 2024	FY 2025	Other Total
TOTAL:					

EXHIBIT C

ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR STATUS

This **Acknowledgment of Independent Contractor Status** (“Acknowledgment”) is an exhibit and fully incorporated into that certain Agreement for provision of Services (“Agreement”) dated July 1, 2023 by and between **Children and Families Commission of Orange County** (“COMMISSION”) and **Riverside County Children and Families Commission**, a California public entity (“CONTRACTOR”). This Acknowledgment is intended to define and affirm the relationship between COMMISSION and CONTRACTOR as set forth in the Agreement. CONTRACTOR has been fully informed, has had the opportunity to be advised or has been advised by counsel of its choosing, and knowingly and willingly acknowledges and agrees as follows:

1. CONTRACTOR on behalf of itself and each and every person acting by, through, or for CONTRACTOR (together, “CONTRACTOR”), is not an employee of COMMISSION.
2. CONTRACTOR is an independent contractor to COMMISSION.
3. Because CONTRACTOR is not an employee of COMMISSION, CONTRACTOR is not entitled to receive health benefits or any other benefits provided by COMMISSION to its regular employees.
4. CONTRACTOR is not eligible to join in or participate in any benefit plans offered to those individuals listed on COMMISSION’s payroll as regular employees.
5. CONTRACTOR is and shall remain ineligible for employment benefits provided to COMMISSION’s regular employees, or for participation in such benefit plans, even if it is later determined that COMMISSION has misclassified CONTRACTOR as an independent contractor for tax or other purposes.
6. CONTRACTOR hereby waives any right it may have to claim it is an employee or challenge its status as an independent contractor of COMMISSION.
7. CONTRACTOR releases COMMISSION and its Commissioners, officers, board members, employees and agents (together, “COMMISSION”) from any and all obligations, liabilities, causes of action, and/or claims that exist or may arise under applicable laws that relate to CONTRACTOR’s acknowledgement, release, and agreement of its status as an independent contractor (not an employee) of COMMISSION.
8. In making this Acknowledgment and the release and waiver for this Agreement, CONTRACTOR acknowledges it has been advised concerning the content and meaning or and understands and is familiar with the provisions of California Civil Code Paragraph 1542, which provides as follows:

Exhibit C

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“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

CONTRACTOR represents and warrants it understands the purpose, meaning, and effect of Paragraph 1542 above, but nevertheless freely and knowingly waives and relinquishes any right or benefit that it has or may have under Paragraph 1542 of the Civil Code of the State of California, or any similar provision of law as such relates to the status of CONTRACTOR as an independent contractor, not an employee, of COMMISSION.

CONTRACTOR

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION, a Public Entity

By: 

Tammi Graham, Executive Director
Authorized Signature

Date: 8/31/23



APPENDIX A

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Regional Technical Assistance for Home Visiting Coordination and Integration
Grant Award Notice

GRANTEE NAME AND ADDRESS Children & Families Commission of Orange County 1505 17 th St #230, Santa Ana, CA 92705	Grant Agreement Number GAN HV 2023- 9
	Date 6/14/2023
Attention Kimberly Goll	
Website First5oc.org	
Telephone 714-920-2598	

GRANT DETAILS	Grant Award Amount	Grant Award Start Date	Grant Award End Date
	\$1,748,005.00	07/01/2023	06/30/2025

First 5 California hereby informs the grantee that the above agency has been funded for the Regional Technical Assistance for Home Visiting Coordination and Integration grant. By signing this Grant Award Notice, the grantee agrees to comply with the terms and conditions set forth in the Request for Application GAN HV 2023 and all associated attachments, exhibits, and samples.

The Grant Award Notice is made contingent upon the availability of funds. The grantee understands that if sufficient funds are not available due to a decrease in cigarette tobacco tax revenues, it may affect their award amount.

In the event of any inconsistency between the articles, attachments, specifications, or assurances which constitute this Grant Agreement, the following order of precedence shall apply:

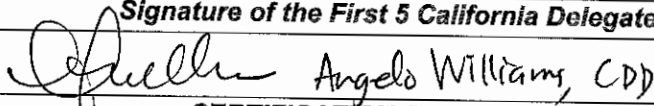
1. This Grant Agreement
2. Request for Application No. GAN HV 2023 (HV-RTA RFA)
3. Application response to Request for Application No. GAN HV 2023

Please return the signed Grant Award Notice via email **within 5 business days** to:

First 5 California
 Attn: Jennaya Ramirez
 the First 5 California Grant Representative identified below.

First 5 California Grant Representative Jennaya Ramirez	Title Child Health and Welfare Specialist
E-mail Address jramirez@ccfc.ca.gov	Telephone 916-263-0666

Signature of the First 5 California Delegated Authority and Title or Designee


Date 6 27 23

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

I, as the Authorized Agent, certify that the amount requested is for actual and allowable expenditures incurred for these activities in accordance with this Grant Agreement, and that I am authorized to request this amount on behalf of First 5 Orange.

Printed Name of Authorized Agent Kimberly Goll	Title President/CEO
E-mail Address kim.goll@cfcoc.ocgov.com	Telephone 714-834-5310

Signature of the Authorized Agent and Title



APPENDIX A

<i>Kimberly Holt</i>	Date 6/22/2023
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F5CA Fiscal Services Office Use Only

Fund Title	Item	FY	Chapter	Statute	Projected Expenditures
Education (68.28%)	4250-601-0634	2023-24	Prop 10	1998	596,751.94
Research & Development (31.72%)	4250-601-0637	2023-24	Prop 10	1998	277,250.56
Education (68.28%)	4250-601-0634	2024-25	Prop 10	1998	596,751.94
Research & Development (31.72%)	4250-601-0637	2024-25	Prop 10	1998	277,250.56
TOTAL					1,748,005.00

Funding History	Term From	Term Through	Total Cost of This Transaction
Original			
Amendment 1			
Amendment 2			

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Brief Description- Regional Technical Assistance for Home Visiting Coordination and Integration (HV-RTA)

In October 2019, the F5CA State Commission (Commission) approved up to \$24 million in funding for five years through Fiscal Year 2024–2025 to help counties create a sustainable, unified system that supports families with the home visiting services they need and maximize available funding to serve more families. This catalytic funding is meant to promote increased coordination and collaboration and is expected to yield significant systems changes. Between 2020 and 2022, 50 counties received approximately \$9 million of funding to develop or strengthen a cross-agency, cross-system understanding of the role home visiting plays in supporting family well-being, increase access to culturally and linguistically responsive home visiting, and integrate home visiting into other child- and family-serving systems. This RFA continues and expands that work.

The purpose of this grant is to empower counties to continue their work creating a sustainable, unified system that supports families with the home visiting services to support family well-being and maximize available funding to serve more families.

The RFA also works to promote group, individual, and peer-to-peer technical assistance to help counties continue strengthening a range of systems coordination and integration activities, highlight lived-experience in policies and program decisions, and address inequities. The Grantee must serve all local counties within the region interested in carrying out HVC activities during the term of the grant.

Grant Award Notice Fiscal Details:

- The grantee will submit invoices quarterly through the F5CA Data Hub Portal at <https://apps.ccfca.gov/datahub/> within a three-week reporting window following the end of each reporting period. Any invoice received outside of the three-week reporting window without prior approval (extension requests must be submitted in advance of the closure of the reporting window in writing) will be required to wait until the next subsequent reporting period.
- Work plan/scope of work, budget request form, and budget narrative revisions are required when activities, milestones, dates, deliverables, and/or budgets change.
- Records substantiating state funds disbursed by F5CA to the grantee are subject to monitoring, examination, and audit by F5CA or its designee, or the State Auditor, throughout the period of the Grant and up to seven (7) years, or local policy retention period (whichever is greater) after final payment of grant expenditures.
- The grantee agrees to follow any state law relating to this grant and will meet all fiscal and auditing standards required by F5CA.
- Any grantee receiving funds is required to use the funds only for the intended purposes of this grant.
- The Agreement will be valid and enforceable only if sufficient funds are available in the appropriate account of the F5CA Children and Families Trust Fund with which to carry out the purposes of the grant.
- The Contractor understands and agrees that the Agreement is subject to the condition that sufficient funds are available in the appropriate account of the F5CA Children and Families Trust Fund. If sufficient funds are not available in the appropriate account of the F5CA Children and Families Trust Fund due to a decrease in projected tax revenue collected pursuant to Revenue and Taxation Code section 30131.2, or restrictions, limitations, transfers, reductions, or conditions enacted by the Legislature, the grant shall be invalid and of no further force and effect.

Invoices shall be submitted quarterly, as follows:

FY 2023–24

- Quarter 1 due October 31, 2023, for the period July 1 – September 30, 2023
- Quarter 2 due January 31, 2024, for the period October 1 – December 31, 2023
- Quarter 3 due April 30, 2024, for the period January 1 – March 30, 2024
- Quarter 4 due July 31, 2024, for the period April 1 – June 30, 2024

FY 2024–25

- Quarter 1 due October 31, 2024, for the period July 1 – September 30, 2024
- Quarter 2 due January 31, 2025, for the period October 1 – December 31, 2024
- Quarter 3 due April 30, 2025, for the period January 1 – March 30, 2025

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- Quarter 4 due July 31, 2025, for the period April 1 – June 30, 2025

Deliverables

1. Updated HV-RTA Plan (Task 4)
 - By July 31, 2023, and July 31, 2024
 - In conjunction with Budget Change Requests

2. APR (Task 4)
 - By July 31, 2024, for the period July 1, 2023, through June 30,2024
 - June 30, 2025, for the period July 1, 2024, through June 30,2025



3/16/2023

**Request for Application (RFA) No. GAN HV 2023
Regional Technical Assistance for Home Visiting Coordination and Integration**

First 5 California (F5CA) invites submissions for this grant opportunity. The anticipated cycle of the grant will be approximately two years with an anticipated start date of July 1, 2023. A copy of the RFA is enclosed. The RFA contains a description of the eligibility requirements, grant objectives, allowable expenditures, and directions for preparation and submittal of the application. Applications must be submitted and received by 12:00 p.m., Pacific Standard Time (PST) on March 31, 2023. Applications will be accepted electronically via email at hvc@ccfc.ca.gov.

KEY INFORMATION	
Name of Project	Regional Technical Assistance for Home Visiting Coordination and Integration
Date of Issue	January 3, 2023 (via e-mail)
Closing Date and Time for Receipt of Applications (Late applications will not be considered)	Wednesday, May 24, 2023, 12:00 p.m. PST (noon)
Questions on this RFA should be submitted to the e-mail address provided	E-mail: hvc@ccfc.ca.gov
RFA Briefing Webinar	January 24, 2023, from 2:00–3:30 p.m. PST Zoom Link: https://first5.zoom.us/j/81683938716

1. Authority

California Health and Safety Code (HSC) section 130105(d)(1)(D) authorizes expenditure of funds from the California Children and Families Trust Fund to ensure children are ready to enter school, and for the research and development of best practices and standards for all F5CA programs and services relating to early childhood development, and for the assessment and quality evaluation of those programs and services. HSC section 130125(d) provides F5CA authority to allocate funds for independent research, evaluation of any relevant programs, identifying the best standards and practices for optimal early childhood development, and establishing and monitoring demonstration projects. HSC Section 130125(i) authorizes F5CA to allocate funds to county children and families commissions (First 5 county commissions) to carry out the purposes of the California Children and

Regional Technical Assistance for Home Visiting Coordination and Integration
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Families Act of 1998.

2. Background

In October 2019, the F5CA State Commission (Commission) approved up to \$24 million in funding for five years through Fiscal Year 2024–2025 to help counties create a sustainable, unified system that supports families with the home visiting services they need and maximize available funding to serve more families. This catalytic funding is meant to promote increased coordination and collaboration and is expected to yield significant systems changes. Between 2020 and 2022, 50 counties received approximately \$9 million of funding to develop or strengthen a cross-agency, cross-system understanding of the role home visiting plays in supporting family well-being, increase access to culturally and linguistically responsive home visiting, and integrate home visiting into other child- and family-serving systems. This RFA continues and expands that work.

This catalytic funding is meant to promote increased coordination and collaboration, and is expected to yield significant systems changes, including, but not limited to:

- Increased cross-agency understanding of local population needs and readiness to collaborate on local home visiting services
- Efficient, coordinated, and sustainable local home visiting that serves more families more effectively
- Interconnected local early childhood systems with home visiting embedded as a vital component leading to strong family outcomes
- Networks of cross-county coordination and collaboration that promote shared learning and capacity-building, resource sharing, and expertise to strengthen local systems change effort

Planned and supported coordination across multiple home visiting agencies and other community services is necessary to address system, service, and resource gaps and build upon strengths so that:

- More families receive culturally and linguistically responsive services that enable them to resettle in new communities
- Children birth through age five have safe, stable, nurturing relationships, and environments
- Children are better prepared for school
- Families are more resilient and self-sufficient

3. Grant Purpose and Objectives

The purpose of this RFA is to empower counties to continue their work creating a sustainable, unified system that supports families with the home visiting services to support family well-being and maximize available funding to serve more families.

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The Home Visiting Applied Research Collaborative (HARC) defines coordination as the “intentional organization of activities between two or more [entities] to facilitate, in partnership with the family, the delivery of the right services in the right setting at the right time.” (See more at the [Home Visiting Applied Research Collaborative website](#).)

Researchers agree that the quality of cross-agency collaboration and coordination is critical to achieving home visiting initiatives’ goals of implementation with fidelity, scale-up, and sustainability. (See [Making Replication Work: Building Infrastructure to Implement, Scale-up, and Sustain Evidence-Based Early Childhood Home Visiting With Fidelity](#).) Additionally, this RFA is intended to help counties continue working on effective collaboration, coordination, and integration of home visiting and family support activities through a regional technical assistance model.

The RFA also works to promote group, individual, and peer-to-peer technical assistance to help counties continue strengthening a range of systems coordination and integration activities, highlight lived-experience in policies and program decisions, and address inequities.

Rather than provide funding to each county individually, as was the practice in the first round of Home Visiting Coordination (HVC) funding, this RFA will use a regional funding approach. The goal of the regional structure is to build and maintain collective capacity to maximize access to the resources and technical assistance needed to achieve local and state home visiting coordination and integration goals and promote an equitable home visiting system embedded into other child- and family-serving systems.

Scope of Work

Task 1: Project Management

- A. Grantee shall work with the F5CA Grant Manager or their designee to coordinate and manage components of this grant to ensure all tasks, activities, and functions are completed effectively and in a timely manner, including, but not limited to:
- Preparing the progress reports and complying with data requests
 - Ensuring oversight and accountability for expenditure of funds, including verifying accuracy of all invoices, and supporting documentation
 - Working with local partners to coordinate activities set forth in the HVC Regional Technical Assistance (HV-RTA) Plan, Attachment B
 - Ensuring data and reporting requirements are submitted on time and using the required format

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- B. Grantee will submit invoices accompanied by documentation of expenses as detailed in Attachment G, Acceptable Invoice Documentation.

Invoices shall be submitted quarterly, as follows:

FY 2023–24

- Quarter 1 due October 31, 2023, for the period July 1 – September 30, 2023
- Quarter 2 due January 31, 2024, for the period October 1 – December 31, 2023
- Quarter 3 due April 30, 2024, for the period January 1 – March 30, 2024
- Quarter 4 due July 31, 2024, for the period April 1 – June 30, 2024

FY 2024–25

- Quarter 1 due October 31, 2024, for the period July 1 – September 30, 2024
- Quarter 2 due January 31, 2025, for the period October 1 – December 31, 2024
- Quarter 3 due April 30, 2025, for the period January 1 – March 30, 2025
- Quarter 4 due July 31, 2025, for the period April 1 – June 30, 2025

Invoices must be submitted within a three-week reporting window by the invoice due date. Requests for an invoice extension must be provided in writing prior to the invoice submission deadline and should be directed to hvc@ccfc.ca.gov. Invoices submitted later than the quarterly deadline without a written request for extension will be rejected using Invoice Dispute Notification form, STD-209, and may be resubmitted at the next invoicing period. See Section 13, Invoices, for additional information about reasons an invoice may be disputed.

The Grantee shall submit invoices in the F5CA Data Hub (Portal). The web-based Portal will be made available to the Grantee upon execution of a Grant Award Notification (GAN). A delay in the submission of invoices may result in a delay in payment.

Task 2: Develop and Maintain a Regional Technical Assistance Infrastructure

The HVC regional structure shall mirror the composition of the F5CA-funded Quality Counts California (QCC) Regional T&TA Hubs (Hubs) to build on the existing cross-county relationships, as follows:

Regional Technical Assistance for Home Visiting Coordination and Integration
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Region 1: Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, Solano, and Sonoma

Region 2: Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama, and Trinity

Region 3: Amador, Calaveras, Colusa, El Dorado, Nevada, Placer, Sacramento, San Joaquin, Sierra, Stanislaus, Sutter, Tuolumne, Yolo, and Yuba

Region 4: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, and Santa Cruz

Region 5: Fresno, Kern, Kings, Madera, Mariposa, Merced, and Tulare

Region 6: Alpine, Inyo and Mono

Region 7: San Luis Obispo, Santa Barbara, Ventura

Region 8: Los Angeles

Region 9: Orange, Riverside, San Bernardino

Region 10: San Diego

Only one application per region will be accepted. Counties in the region must collaborate to determine the First 5 county commission that would best serve as the Grantee. That county commission will be considered the Grantee for the purposes of this RFA and be responsible for the submission the application. The Grantee is accountable for carrying out the goals of this grant and facilitating cross-region coordination and technical assistance, including the submission of any questions related to this RFA and the application on behalf of their region. Counties within their region will complete the Partner Certification Form (Attachment F) demonstrating their support of the application.

The Grantee must serve all local counties within the region interested in carrying out HVC activities during the term of the grant.

Regional composition is subject to change based on each county's decision about whether they choose to:

- Participate in the grant.
- Not participate in the grant and funding will be redistributed to the regions based on actual participation.
- Remain in the region (identified on page 5) throughout the term of the grant.

Confirmation of participation and regional assignment will be demonstrated by local county signatures on the Partner Certification Form (Attachment F). Counties choosing not to participate, also must sign the form indicating their intent not to participate.

Final funding amounts will be determined after the deadline for application submittal and based on actual regional structure. If funding amounts vary from those listed in this application, the Grantee will have an opportunity to update its budget and HV-RTA Plan, as needed, prior to finalization of the GAN.

Funding Distribution

Below are the proposed two-year regional funding amounts based on the regional structure identified on page 7. The total regional sum was determined based on several factors:

- 1) **Grant Management.** Base funding for each region of \$200,000 for grant management such as fiscal reporting, data collection, and production and submittal of deliverables.
- 2) **County Needs.** An allocation of \$100,000 per county participating in the region to ensure county needs are met. This funding may be provided to the county for discretionary spending, remain with the Grantee, or a combination of the two as agreed upon by counties in the region.
- 3) **Well-being Factor.** A formula derived from an aggregation of the following county-level factors:
 - Strong Start Score (2019)
 - Percent of children ages 0–17 living in poverty
 - Number of children ages birth through age five in the county (2021)
 - Number of cases per 1000 of children under the age of one year of age with substantiated cases of maltreatment (2021)

Please note: the funding allocations for grant management expenses (#1) and county needs (#2) are strictly to support F5CA's funding calculation. Grantees may provide more or less funding to counties than indicated and use more or less of the funding for grant management expenses, if needed. Grantees must collaborate with other counties in the region to finalize the budget.

Proposed Funding Distribution (subject to change based on actual county participation)

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Region	Counties within Region	Total Funding
1	Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, Solano, Sonoma	\$1,483,648
2	Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama, Trinity	\$1,529,751
3	Amador, Calaveras, Colusa, El Dorado, Nevada, Placer, Sacramento, San Joaquin, Sierra, Stanislaus, Sutter, Tuolumne, Yolo, Yuba	\$2,293,431
4	Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz	\$1,814,123
5	Fresno, Kern, Kings, Madera, Mariposa, Merced, Tulare	\$1,603,962
6	Alpine, Inyo, Mono	\$709,566
7	San Luis Obispo, Santa Barbara, Ventura	\$971,427
8	Los Angeles	\$1,454,689
9	Orange, Riverside, San Bernardino, Imperial	\$1,748,005
10	San Diego	\$941,258
-	Total	\$14,549,860

Regions are encouraged to work together cross-regionally and statewide. These funds may be used to support coordination, logistics, travel, subcontracts, subject matter experts, and other expenses related to inter- and intra-regional convenings and collaboration activities. See more about allowable expenses in Section 10.

Task 3: Develop and Implement a Regional Technical Assistance Plan to Support a Coordinated Local Home Visiting System that is Effective in Meeting Family Needs

First 5 county commissions have a history of collaborating and learning from one another. The regional design will provide a structure to deepen that collaboration and peer-to-peer learning around home visiting coordination and integration.

Grantees must work with counties in the respective region(s) to develop a HV-RTA Plan that supports local efforts to build and strengthen their local home visiting system within the broader system of supports for children and families. Grantees will be offered technical assistance by a F5CA-funded entity with expertise in home visiting coordination and integration during development of the HV-RTA Plan and through the first year of implementation. F5CA has advertised a solicitation for this entity and will communicate the selected vendor and contact information once F5CA has concluded its search.

There are three broad areas the HV-RTA Plan must address. Helping counties to:

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- 1) Continue building or strengthening a range of systems coordination and integration activities.
- 2) Implement community-informed policies, practices, and resources that center around families lived experience in all decisions.
- 3) Identify and address system inequities.

The regional structure must support counties in one or more of the following ways:

- Facilitating communities of practice in which counties learn from one another about topics prioritized by counties in the region.
- Providing subject matter expertise on specific topics to individual counties or groups of counties with similar interests. The regional lead (e.g., Grant Lead Agency) may but is not required to act as the subject matter expertise. The regional lead may subcontract one or more technical assistance topics to one or more other experts/agencies and/or other counties with expertise in the region or in other regions.
- Developing or and sharing tools and resources that promote county-level capacity building.
- Providing funding directly to counties to ensure local capacity to carry out local coordination activities. **We recommend that no more than 50 percent of the total grant funding authorized for a region be passed through to counties in the region for local coordination efforts. If you are planning to pass through more than 50 percent of the total grant funding authorized, please explain how those transferred funds will help the region achieve the goals outlined in this RFA.**
- Offering other county-specific support activities identified by the region.

Grantee shall identify one or more of the following topic areas for regional and county-level technical assistance:

- **Coordinating screening, intake, and referral** across home visiting programs to ensure families receive the services that best meet their family's needs, including engaging families in decisions about home visiting services they receive.
- **Fiscal mapping** of funding sources for home visiting to understand the parameters of each funding source (e.g., limits of use for direct services versus infrastructure, eligibility, and other funder requirements), application process, and funding gaps. In addition, this technical assistance could include helping counties develop a fiscal plan to braid and blend funding to maximize the ability to both fund new slots and address infrastructure needs (e.g., workforce and training,

Regional Technical Assistance for Home Visiting Coordination and Integration
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data collection and reporting, continuous quality improvement, program evaluation, outreach and referrals, and finance and billing).

- **Sharing and using data** about families who could benefit from home visiting based on local needs assessment data, the Strong Start Index (<https://strongstartindex.org>), or other sources to prioritize home visiting access, in addition to sharing and collaboratively analyzing data about families enrolled in home visiting and their retention rates to identify areas for improvement.
- **Implement community-informed policies, practices, and resources that are centered around families lived experience in all decisions.** Every parent and/or caregiver should have the opportunity to influence and provide input on policies and decisions that affect them. It is the duty of program administrators and policy makers to seek out community voices and engage in new ways of listening actively to the voices of members of the community with lived experience. By consistently seeking family and community voices through lived experiences, historical racism rooted in policy may be dismantled and improve the reach and effectiveness of home visiting programs.

The following are examples of ways the Grantee could support counties in achieving this goal:

- Create a regional Parent Coordinator position to provide county technical assistance and training to help prepare parents to join key policy conversations
- Supporting counties to establish or strengthen a core group of representative parents in regularly providing feedback about screening tools, collection and sharing of data, and/or other activities that promote system coordination and health equity
- Support training for home visitors on how to engage families in decision making and input to improve service delivery
- Engage families in data analysis about families served by home visiting compared to families not served by home visiting (and/or families who terminate services earlier than model recommends) to understand reach and effectiveness of services

Other ways regional technical assistance could support counties to implement more authentic and ongoing engagement of families and caregivers with lived experience in decisions about program, evaluation, and policy include:

- **Identify and Address System Inequities**

Home visiting can promote the health and well-being of all children and families when practices are race-conscious, particularly as they address the needs of Black, Native American, and other children, families, and communities of color

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who are over-surveilled and overrepresented in the child welfare system. The stress of poverty and not being able to provide basic necessities can overwhelm parents and lead to parental depression and negatively impact parenting. These stressors have been exacerbated by the COVID-19 pandemic. The COVID-19 pandemic also illuminated system inequities ripe for grant activities. The following are examples of ways the regions could help counties identify and address system inequities and provide more inclusive services.

Grantee could support counties in achieving this goal by providing technical assistance to counties in one or more of the following areas:

- **Build a workforce reflective of the community**

Regional technical assistance can support local efforts to expand the home visiting workforce through innovative models recognized by California leaders. Two specific examples endorsed by the State include community health workers (CHWs) and apprenticeships.

- CHWs are frontline public health professionals who help families in marginalized communities in many ways to reduce health inequities. Many CHWs can be effective in reaching families who are furthest from opportunity because they often come from the communities they serve. As such, they bring lived experience, are trusted, and can fill cultural and linguistic gaps that may be barriers to family participation in home visiting. Now that California has recognized CHWs as a Medi-Cal benefit, expanding the home visiting workforce by investing in CHWs can improve services and increase both supply and demand for home visiting.
- Home Visitor apprenticeships are designed to develop culturally responsive, well-trained professionals to work as community-based home visitors. The Early Care and Education Pathways to Success ([ECEPTS](#)) is a project currently implemented in Los Angeles with promising results. ECEPTS provides an opportunity to provide hands on training to community members and support them to complete college coursework.

Grantees may recommend other innovative models that engage members of the community in training and support to diversify the home visiting workforce.

- **Engage fathers in home visiting services**

Research confirms that child outcomes are improved when both parents were engaged in home visits by improving co-parenting skills, providing a consistent environment for the child, and enabling parents to support one another's well-being. When fathers are involved, families tend to remain enrolled in home visiting longer. In situations where parents live apart, home visitors can engage

the fathers in innovative ways that may not require both parents to be served together. Engaging fathers early when there is suspected domestic violence or substance abuse can help the home visitor assess risks and ensure fathers get the help they need to safely return to the home, if possible.

Home visitors may need training on how to engage fathers who play different roles in the family. Small changes in how the home visitor communicates with the family may make a big difference. It may take multiple approaches to successfully engage fathers.

Engaging fathers should be part of the home visiting program's culture of working with families. Even programs that already demonstrate this as a priority should conduct regular reviews to understand effective engagement strategies and their impact on child outcomes.

See more about this topic at [Engaging Fathers in Home Visiting Programs](#) and the [Fatherhood Resource Hub](#).

- **Recruit and retain underrepresented populations**

This grant provides an opportunity for counties, with regional support, to address one or more populations who not only are underrepresented in the home visiting service data but over-represented in the child welfare and foster care system. Often families who could benefit from home visiting have experienced significant, generational trauma associated with their race or status, coupled with distrust of the system designed to support them. Such groups include, but are not limited to:

- Families from an underrepresented cultural group, such as Black and/or Indigenous families
- Pregnant and parenting teens
- Tribal families
- Immigrant families
- Other underserved populations having experienced trauma

Grantees choosing this area of focus should adopt or expand a trauma-informed approach that engages one or more special population of families and retains them in the home visiting program. A trauma-informed approach is one way that home visiting organizations are teaching their staff to recognize the effects of trauma and to work with families in a thoughtful way. A trauma-informed approach to home visiting ensures staff are trained to understand the impact of trauma on its families, recognize the signs of trauma, and use that understanding to improve engagement, and child and family outcomes.

- **Other activities that dismantle inequities**

The Grantee, with county input, may choose other activities that promote equity across the home visiting system. These activities may already be known, or the Grantee may support counties in conducting an analysis of existing infrastructure, staffing, policies, and practices, and developing a plan to address one or more root causes of inequities.

Task 4: Reporting and Data Requirements

A. HV-RTA Plan

Grantee shall update the HV-RTA Plan annually, by July 31, 2023, and July 31, 2024. The first submittal will reflect progress made during the first year of the Grant and project changes to be implemented during the second year. The final plan submitted on July 31, 2024, will reflect accomplishments throughout the Grant cycle.

The Grantee shall indicate changes in the HV-RTA Plan by:

- Starting with the most recent HV-RTA Plan approved by F5CA
- Crossing out activities, timelines, targets, or persons responsible that have changed (not including completed tasks)
- Showing new or changed activities, timelines, targets, or persons responsible using **boldface type**
- Marking completed tasks with “COMPLETED” in the Notes column

Grantee also must submit a revised HV-RTA Plan in conjunction with significant shifts in activities that lead to a request for a budget amendment consistent with the requirements set forth in Section XIV, HV-RTA plan revisions. No changes in activities may commence until the budget amendment request has been approved in the Portal by F5CA.

A delay in the submission of the HV-RTA Plan may impact timeframes and activities and may delay processing of invoices. In order to remedy delays, the Grantee shall contact the F5CA Grant Manager in writing in the event the Grantee discovers a delay and to discuss a possible solution.

HV-RTA Plan revisions are required when activities, milestones, dates, deliverables, and/or budgets change. Amended HV-RTA Plan must be submitted to the F5CA Grant Manager via email to hvc@ccfc.ca.gov. HV-RTA Budget Request and Budget Narrative revisions must be submitted in the Portal.

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Requests for adjustments must be submitted in writing to F5CA at least 30 days prior to the implementation of the proposed change inclusive of staffing changes. Failure to obtain prior approval of revisions may result in costs being deemed unallowable and request for reimbursement denied.

See Section 14 (HV-RTA Plan or Scope of Work Revisions) for additional information including examples of project changes that require HV-RTA plan change and how to request a change.

B. Annual Performance Report (APR)

Grantee shall submit a written APR, as prescribed by F5CA, describing activities and accomplishments for the entire Grant period as indicated on the region's HV-RTA Plan. The APR will be structured to elicit data on progress made implementing the technical assistance plan, including contextual factors; implementation successes, challenges, and lessons learned that could inform expansion of regional technical assistance; and recommendations for policy and necessary statewide resources and supports.

F5CA will confer with the Grantee to obtain input on the prescribed content and format of the APR.

APRs will be due:

- July 31, 2024, for the period July 1, 2023, through June 30, 2024
- June 30, 2025, for the period July 1, 2024, through June 30, 2025

The APR shall be transmitted by email, SurveyMonkey, or other electronic means established by F5CA and will be made available to the Grantee by the F5CA Grant Manager. A delay in the submission of the APR may result in the delay in processing the region's quarterly invoices. To remedy delays, the Grantee shall contact the F5CA Grant Manager immediately in the event the Grantee discovers a delay and to discuss a possible solution.

C. Evaluation and Data

Grantee shall comply with F5CA evaluation and data information requests to support evaluation of the impact of the HVC funding on coordination efforts and to inform future policy recommendations. For example, F5CA may request support from counties to implement a survey of home visitors, families, and/or implementation partners, and/or assistance arranging focus groups or interviews with home visitors or families.

4. Summary and Dates of Deliverables

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F5CA reserves the right to dispute any deliverable submitted as incomplete or not adhering to the requirements detailed in this RFA and subsequent memo(s) and/or emails providing clarification. The following is a requirement for the fulfillment of this grant:

Deliverables	Due Date
Quarterly Invoices (Task 1)	FY 2023–24 <ul style="list-style-type: none"> • Quarter 1 due October 31, 2023, for the period July 1 – September 30, 2023 • Quarter 2 due January 31, 2024, for the period October 1 – December 31, 2023 • Quarter 3 due April 30, 2024, for the period January 1 – March 30, 2024 • Quarter 4 due July 31, 2024, for the period April 1 – June 30, 2024 FY 2024–25 <ul style="list-style-type: none"> • Quarter 1 due October 31, 2024, for the period July 1 – September 30, 2024 • Quarter 2 due January 31, 2025, for the period October 1 – December 31, 2024 • Quarter 3 due April 30, 2025, for the period January 1 – March 30, 2025 • Quarter 4 due July 31, 2025, for the period April 1 – June 30, 2025
Updated HV-RTA Plan (Task 4)	<ul style="list-style-type: none"> • By July 31, 2023, and July 31, 2024 • In conjunction with Budget Change Requests
APR (Task 4)	<ul style="list-style-type: none"> • By July 31, 2024, for the period July 1, 2023, through June 30, 2024 • June 30, 2025, for the period July 1, 2024, through June 30, 2025

5. Cost Reimbursable Grant Activities and Results

Applicants shall propose results-oriented activities to help achieve the objectives described above. The application should demonstrate the applicant’s understanding of these objectives by proposing to achieve results that can be quantified and measured. A result is a significant, intended, and measurable change in the condition of a beneficiary of the grant.

At a minimum, a results-oriented Grant application should have the following key elements:

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- Demonstrate support for regional collaboration, and training and technical assistance. The Grantee will act as fiscal lead agency for a group of counties clustered by First 5 IMPACT Regional Training and Technical Assistance Hub Regions.
- Illustrate support for local coordination activities. The Grantee must work with counties to identify and prioritize activities to support local coordination.
- Show the ability to leverage existing resources within the county and/or neighboring counties so grant funds are used to fill in service gaps or improve service delivery.

Additionally, F5CA is seeking to fund one or more activities that encompass the following elements:

- Address the elements of F5CA's Strategic Plan, North Star, and Audacious Goal
- Address the basic principle of equity by which underserved and underrepresented populations are served without bias, and to provide opportunities for all
- Promote integrated, coordinated, accessible and family-centered system of care serving children ages 0 to 5 and their families
- Demonstrate collaboration with key partners and stakeholders
- Build on current assets and strengths of the communities
- Involve parents and caregivers
- Serve ethnically, culturally, and linguistically diverse children and their families, and special needs children and families
- Serve underserved geographic regions

6. Use of Contractors and Consultants

Grant recipients may contract for services that cannot be provided by staff employed by the grant recipients. Generally, these services are for a short-term period and provide a specific and identifiable product or service. Grant recipients are responsible for ensuring their contractors/consultants comply with the terms and conditions of this RFA. Contracting out must not affect the grant recipients' overall responsibility for the management of the project, and the grant recipients must reserve sufficient rights and controls to enable it to fulfill its responsibilities for the HV-RTA Plan.

Grant recipients must establish and follow a documented procurement policy which

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conforms to each First 5 county commission’s applicable policies and procedures and reflects applicable state and local laws and regulations. Prior approval, evaluated at the time of the grant application, is required when contracting out or obtaining the services of a third party.

If, during the grant period, there is a need for an unforeseen substitution in the use of the contractor/consultant, grant recipients are responsible for notifying the Grant Manager. Once the Grantee becomes aware of the substitution, in writing, within 30 business days, the Grantee must receive the F5CA Grant Manager’s written approval of the substitution prior to the performance of any work.

7. Award Information

Only First 5 county commissions are eligible to apply for this grant. Any amount that may be indicated below is an **estimation**. Applicants **should not** use this information as targets or assume the information to be guaranteed amounts. Final regional allocations will be determined based on the number of counties participating in each region and the factors described in Section 3, Funding Distribution. Applicants must score 70% (120 points) to be considered for funding (see Evaluation Score Sheet, Attachment H).

Activity	Information
Projected number of grantees to be awarded	Approximately 10 in total
Projected funding range per Grantee	\$500,000 – \$2,500,000
Anticipated period of performance	Up to 24 months, through June 30, 2025
Anticipated start date of performance	July 1, 2023

F5CA reserves the right to reject any application received in response to this RFA, and to award less than the projected not-to-exceed amount of a grant. In accordance with the Section 16, Additional Terms, Conditions, and Assurances, F5CA may have a limited amount of funding to award for grants.

8. Eligibility of Prospective Applicants

A. Eligibility

Applicants for funding must be a First 5 county commission within the state of California. First 5 county commissions must possess sufficient qualifications, staffing, and the technological equipment to fulfill the purpose and objectives of this grant. Applicants for funding must also be in good standing prior to the award for this grant cycle. A First 5 county commission is in good standing if the following have been fulfilled:

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- Obligations from prior grant awards have been fulfilled satisfactorily
- Annual requirements have been fulfilled such as Annual Report data and submission of a F5CA Certification for Compliance

In addition to fulfilling the above criteria for this grant cycle, applicants must:

- Be identified and accepted as the fiscal lead agent by all other participating counties within their region
- Possess capacity to contract with other entities without impeding the timeline for implementing this Grant

B. Confidential or Proprietary Information

Any documentation submitted which has been marked “Confidential” or “Proprietary” will not be accepted. All documents submitted in response to this RFA will become the property of the State of California and are subject to release under the California Public Records Act, Government Code, Sections 6250 et seq.

9. Grant Application Requirements and Submission Format

A. Application Requirements

A complete grant application package will include the following:

- Application Cover Sheet (Attachment A)
- HV-RTA Plan spanning the entire two-year period (Attachment B)
- Application Content Requirements Checklist (Attachment C)
- Budget Request Form (Attachment D)
- Budget Narrative (Attachment E)
- HV-RTA County Commission Partner Certification Form (Attachment F)
- Completed Request for Taxpayer Identification Number and Certification, Form W-9
- Proof of Workers Compensation Insurance

B. Application Submission Instructions

The application and associated documentation are due as detailed in the Key Information table located in the cover sheet of this RFA and must be submitted via email to hvc@ccfc.ca.gov.

Applications received by F5CA after the deadline for submittal will not be considered. It is F5CA’s policy to make every effort to ensure that all applications

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have been received and properly time stamped; however, applicants are ultimately responsible for ensuring timely receipt of their applications. Applicants may verify receipt of their application with F5CA staff via email at hvc@ccfc.ca.gov.

10. Cost

Applicants shall complete Attachment D, Budget Request Form and Attachment E, Budget Narrative. An Applicant's budget information for the use of grant funds will be reviewed and items that are deemed non-allowable, excessive, or not relevant will be eliminated. The Applicant will be required to submit a new budget for consideration. All expenditures must contribute to the purpose and objectives of the grant, as detailed in Section 3, Grant Purpose and Objectives.

A. Allowable Expenses

Funds may be used for the following allowable expenditures, consistent with the definitions of direct and indirect costs set forth in the next section below. Expenditures may be made by the grantee or a subcontractor.

Allowable costs may include salaries and wages, fringe benefits, consultant services, travel, subcontractors and materials, data collection and analysis, and training that are directly related to the grant's purpose, objectives, task, or work plan/scope of work. The following includes more detail:

- Personnel expenses are defined as staff time dedicated to complete tasks directly associated with accomplishing this grant's purpose, objectives, and its tasks detailed in the work plan/scope of work.
- Incentives or stipends are utilized by the Grantee to encourage participants to engage in research-related activities associated with the grant's purpose, objectives, and its tasks detailed in the work plan/scope of work. Incentives and stipends shall be nominal.
- Data collection and storage.
- Communications and outreach.
- Materials and supplies are considered a direct expense so long as the items purchased benefit, support, and aid in meeting this grant's purpose, objectives, and its tasks detailed in the work plan/scope of work. The maximum reimbursement for materials and supplies is \$200, unless otherwise justified and approved on the Budget Request Form, Attachment D and Budget Narrative, Attachment E.
- Equipment of any type may not be classified under this category and will not be approved for reimbursement.
- Meeting registration fees that meet the grant's purpose, objectives, and its tasks detailed in the work plan/scope of work.

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- Travel in accordance with State of California Allowance and Travel Reimbursements, which may be viewed at: [State of California Allowance and Travel Reimbursements](#). Requests for travel reimbursements above these limits will not be approved. Travel in accordance with AB 1887, California Department of Justice, Office of the Attorney General prohibits state-funded and state sponsored travel to any state that, after June 26, 2015, has enacted a law that voids or repeals, or has the effect of voiding or repealing, existing state or local protections against discrimination on the basis of sexual orientation, gender identity, or gender expression or has enacted a law that authorizes or requires discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression, as specified, subject to certain exceptions.
- Rental of a venue to provide a space for project-specific meetings or other project-specific activities.
- Publication costs.
- Professional development and technical assistance training directly relating to the grant's purpose, objectives, and its tasks detailed in the work plan/scope of work.
- Costs necessary and reasonable for proper and efficient performance and administration of this project.
- Costs that are determined in accordance with generally accepted accounting principles.
- Adequately documented.

F5CA shall reimburse the grantee for Direct and Indirect Costs. Direct and Indirect costs are defined within this RFA and shall be approved upon submission of an invoice subject to F5CA review and approval with applicable documentation.

B. Direct and Indirect Costs

A Direct Cost is defined as costs that can be identified specifically with a particular project or task in the work plan or scope of work or can be directly assigned to an activity relatively easily with a high degree of accuracy. Typically, direct costs include, but are not limited to, compensation for employees who work directly on the project, travel, equipment, and supplies necessary to accomplish the purpose and objectives and its tasks detailed in the work plan scope of work.

An Indirect Cost is defined as costs incurred for a common or joint objective that cannot be identified specifically with a particular project or task in the work plan or scope of work. Typically, indirect costs include, but are not limited to, compensation of administrative and clerical staff, costs of operating and maintaining facilities, general administration expenses, such as supplies that cannot be identified specifically with a particular project, accounting and personnel services, and insurance.

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The salaries of administrative and clerical staff should normally be treated as Indirect Costs. However, direct charging of these costs may be appropriate where all of the following conditions are met:

- Administrative or clerical services are integral to the project or task
- Costs involved can be specifically identified with the project or task
- Such costs are explicitly included in the approved budget
- The costs are not recovered as indirect costs

All criteria above must be met before a determination can be made whether the costs are allowable as direct costs.

The following are considered indirect and may not be charged to the grant as direct costs:

- Information technology services and equipment
- Rent
- Utilities and internet service
- Telephone service (mobile and landline)
- General office supplies
- Insurance and indemnification

Funds available in a fiscal year for allowable expenses that have not been fully expended may be continuously rolled over to subsequent fiscal years to accomplish the grants Purpose and Objectives through the cycle of the grant if approved by the F5CA Grant Manager. Fiscal year rollover of funds may require a budget revision and a revised budget narrative that substantiates the change. A Grantee who anticipates rolling over funds should request such approval in writing at least 60 days prior to the end of the fiscal year.

11. Evaluation of Grant Application

Upon receipt of the Grant application and required attachments, F5CA staff will review and score according to the criteria listed in this RFA and the Evaluation Score Sheet (Attachment H).

The following criteria will be considered:

- Alignment of responses to the Grant's Purpose and Objectives
- Thoroughness of responses
- Demonstrable capacity of the applicant to complete planned work
- Budgetary submission demonstrates consistency with terms of funding
- Shared state and local objectives are clearly reflected in the applicant's responses
- Budget and Budget Narrative reflect goals described within the RFA

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F5CA anticipates that the process from receipt of application to review and final funding decision will take no more than 45 business days to complete. Applicants will be notified of award decisions in writing.

The following are evaluation criteria:

A. Application Cover Sheet, Attachment A

The Application Cover Sheet shall be completed with the county commission's authorized representative's signature. Original and electronic signatures are acceptable. Include the county commission resolution, motion or other documentation authorizing submittal of the grant application and execution of the GAN.

B. HV-RTA Plan, Attachment B

The HV-RTA Plan shall be written briefly and succinctly, be evaluated in accordance with the Evaluation Score Sheet Form (Attachment H), and address how the county commission will utilize this grant in addition to detailing how the activities detailed within the Scope of Work will align with the grant's purpose and objectives.

C. Application Content Requirements, Attachment C

The form is a checklist of required documents. Omission of required forms will result in a delay in processing or the applicant's removal from grant consideration.

D. Budget Request Form, Attachment D

The Budget Request Form shall contain justification detailing the cost, requirement for the expense, logic, and reasoning for the determination of the expenses. Applicants shall accurately sum each line item, horizontally and vertically. Inconsistencies or inaccuracies, because of incorrect totals, will result in a delay in processing or the applicant's removal from grant consideration.

E. Budget Narrative, Attachment E

The budget narrative shall demonstrate the relationship between the proposed activities and the budget. The budget narrative shall provide sufficient data to justify expenditures logically and reasonably. Inconsistencies or inaccuracies, as a result of incorrect totals, will result in a delay in processing or the applicant's removal from grant consideration.

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F. Partner Certification Form (Attachment F)

Counties within their region will each sign and complete the Partner Certification Form demonstrating their support of the application, confirmation of participation, and regional assignment. Counties choosing not to participate also must sign the form indicating their intent not to participate.

G. Tax Certification Forms

Submission of a completed Request for Taxpayer Identification Number and Certification, Form W-9 must be included with the application.

H. Proof of Workers Compensation Insurance

12. Grant Award

Applicants whose submissions meet the requirements within this RFA and are approved for grant funding will receive a GAN. A sample GAN may be reviewed under Appendix A. If awarded a grant, the grantee must sign and return the GAN to F5CA before any work may begin and disbursement of funds can be made. The person signing the GAN must have the authority to legally bind the county commission to the GAN. Work performed prior to the term date shall be considered voluntary and invoices for any such work submitted for consideration will be returned unpaid.

13. Invoices

The grantee will submit invoices quarterly through the Portal within a three-week reporting window following the end of each reporting period. Any invoice received outside of the three-week reporting window without prior approval (extension requests must be submitted in advance of the closure of the reporting window in writing) will be required to wait until the next subsequent reporting period.

14. HV-RTA Plan or Scope of Work Revisions

Work plan/scope of work, budget request form, and budget narrative revisions are required when activities, milestones, dates, deliverables, and/or budgets change. Requests for revisions must be made in writing and provide sufficient information to explain the need and how the change affects the purpose and objectives of this grant. Revisions must be requested by the grantee and approved by F5CA before affecting the change. Any work performed prior to the approval of the revision shall be considered voluntary and may not be subject to reimbursement. Reimbursement is available only for approved work plan/scope of work activities. Failure to obtain prior approval of revisions may result in costs being deemed unallowable and request for reimbursement denied.

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Examples of project changes that require a scope of work revision include, but are not limited to:

- Changes within the budget line items (addition/deletion/adjustments of personnel, travel, supplies, etc.).
- Transfer of tasks associated with the work plan/scope of work to a third party through a contractor/consultant, or any other means.
- Replacement or changes in the status of personnel classification such as withdrawing from the work plan/scope of work entirely, being absent during any continuous period of three months or more or reducing the time base by 30 percent or more.
- The addition or deletion of activities, deliverables, or a contractor/consultant, or revisions to existing activities, deliverables, or contractor/consultant activities or deliverables.
- Change of grant recipient, grant recipient organization name, or grant recipient organizational status.

Requests for revisions must be submitted in writing to F5CA at least 60 days prior to the implementation of the proposed change inclusive of staffing changes.

15. Appeals process

Appeals to the GAN must be received, in writing, within five (5) working days of posting the GAN. The same person authorized to sign the application must submit the appeal. Applicants may verify receipt of their application by contacting F5CA Staff via email at hvc@ccfc.ca.gov.

Appeals are limited to the grounds that the application process described in this RFA was not followed. Dissatisfaction with the score received by the application is not grounds for appeal. Late appeals will not be considered. The protesting applicant(s) must file a full and complete written appeal, including the reason for appeal, issue(s) in dispute, legal authority or other basis for the appellant's position, and the remedy sought. Applicants who wish to appeal a grant award decision must submit an email to the HVC Team at hvc@ccfc.ca.gov.

A final decision will be made by the Chief Deputy Director of F5CA within 20 calendar days of the last day to file an appeal. The decision shall be the final administrative action afforded the appellant.

16. Additional Terms, Conditions, and Assurances

The following includes additional terms, conditions, and assurances related to this grant:

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- A. All costs associated with responding to this RFA shall be the sole responsibility of each grantee. Upon grant award, the applicant agrees to retain associated documents in its headquarters office of the county commission, or at the program service location where services are being provided, as appropriate. All support documentation for actual expenses incurred must be retained and available for inspection for program and fiscal auditing purposes by the Bureau of State Audits and F5CA.

Grantee shall not utilize funds awarded from this grant for the following:

- Supplant existing funding and efforts
 - Acquisition of equipment for indirect or personal use
 - Food and beverages unless part of reimbursement for approved in-state travel in accordance with the California Department of Human Resources travel reimbursement guidelines available at [State of California Travel Allowances and Reimbursements](#)
 - Purchase of promotional favors, items, or memorabilia, such as bumper stickers, pencils, pens, T-shirts, gifts, or souvenirs
 - Subscriptions to journals or magazines
 - Bad debts, including losses, whether actual or estimated, arising from uncollectible accounts and other claims, related collection costs, and related legal costs
 - Costs of advertising and public relations designed solely to promote the governmental unit, grantee, or partners; or promotional items or memorabilia, including gifts or souvenirs
 - Goods or services for personal use of the grantee and partner employees regardless of whether the cost is reported as taxable income to the employees
 - Legal costs incurred in defense of any civil or criminal fraud proceeding, legal expenses for prosecutorial claims against the State of California
 - Lobbying costs, whether direct or indirect
 - Political activities
 - Organized fund-raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions
 - Current year grant funds to pay prior or future year obligations
 - Capital assets such as equipment, land, buildings, vehicles, etc. Unallowable costs include all costs required to make the item serviceable (e.g., taxes, freight, installation costs, site preparation costs)
 - Facilities purchase, renovation, improvements, and repairs
- B. By acceptance of this grant, the grantee fully understands failure to submit timely and accurate fiscal information, grant purpose, and objectives deliverables as stipulated in the grant application will cause delay of processing grant award, rejection of application from consideration, or termination of the grant. Delays in submission of deliverables may result in a written request by F5CA for an

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accounting of expenditures or special review of fiscal and grant activity.

- C. Requests for such revisions must be submitted in writing to the F5CA Grant Manager at least sixty (60) business days prior to the implementation of the proposed change, inclusive of staffing changes. If applicable, an Action Plan and corresponding budget adjustments must be submitted describing the amendment and the change to the original budget for one or more fiscal years.
- D. The grantee shall attempt to resolve disputes of fiscal components (reimbursement, budget amendments, etc.) with the F5CA Grant Manager. If the dispute is not resolved at this stage, the grantee may request review of the dispute by submitting a written description of the issues to the F5CA Chief Deputy Director within thirty (30) calendar days of receiving an initial response from the first-level determination of the F5CA Grant Manager.
- E. The Chief Deputy Director, or designee, will review the facts of the dispute, and if deemed necessary, meet with the grantee's Executive Director or designee for purposes of resolving the dispute. The F5CA Chief Deputy Director, or designee, shall decide and send written notification of the decision to the grantee, together with the reasons for the decision, within sixty (60) calendar days of the receipt of the Grantee's notification of the dispute. The decision of the F5CA Chief Deputy Director shall be final.
- F. F5CA retains the option to reduce or terminate a grant at its discretion by providing written notice to the Grantee at least thirty (30) calendar days prior to the reduction or termination date. If F5CA terminates the grant at its discretion, the grantee will be entitled to compensation upon submission of an invoice and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided and its expenses necessarily incurred pursuant to the grant, up to the date indicated on F5CA's notification to the Grantee. The grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to the grant after the date indicated on F5CA's notice to the grantee, unless the grantee receives written advance approval from F5CA. F5CA also reserves the right to terminate the Grant immediately for cause by providing written notice to the grantee. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of the Grant. In this instance, the Agreement termination shall be effective as of the date indicated on F5CA's notification to the Contractor.
- G. Records substantiating state funds disbursed by F5CA to the grantee are subject to monitoring, examination, and audit by F5CA or its designee, or the State Auditor, throughout the period of the Grant and up to seven (7) years, or local policy retention period (whichever is greater) after final payment of grant expenditures. Such records must be retained by the grantee for the period specified above. F5CA, and its designees, shall have access to the grantee's

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offices and records, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying books, records, accounts, and other material that may be relevant to a matter under investigation, and for the purpose of determining compliance with the allowable uses of funds.

- H. The GAN is not transferable by the grantee, either in whole or in part, without the consent of F5CA in the form of a formal written amendment.
- I. The Grantee shall not issue any news release or make any public statement to the media regarding the products or materials created pursuant to this Grant, operational procedures of this Grant, the meetings or decisions related to this Grant, or to the status of work related to this Grant without prior written approval of F5CA.
- J. The grantee agrees to notify F5CA in writing via email of any information security breach and or incident relating to this GAN within three (3) working days of initial detection by the Grantee. The Grantee shall provide written report(s) of information security incidents and shall contain information on the incident (e.g., hacking, virus, and theft), description of information that was compromised, and classification of the information (e.g., confidential, sensitive, personal). The system or device affected by an information security incident shall be removed from operation immediately. It shall remain removed from operation until correction and mitigation measures have been applied. Upon remediation, the Grantee shall notify F5CA in writing via email of the steps taken to correct the security breach and validate that the system or device is no longer compromised or susceptible to the vulnerability within one (1) working day of being put back into production.
- K. Except as specified in the GAN, the Grantee shall not release or disclose any data or products created, produced, or developed pursuant to the grant to any person or entity, except to the grantee's personnel, attorneys, prospective vendors, and other entities or individuals who are necessary for and directly involved in the development, production, and distribution of the data or products. Products and data include, but are not limited to, drafts, or works in progress. The grantee agrees to ensure that any such entities or individuals to whom it provides the products or data agrees to the same restrictions and conditions that apply to the grantee with respect to such products or information. The Grantee shall employ reasonable procedures to protect these products and information from unauthorized use and disclosure. F5CA retains the right to approve any procedures employed by the grantee to comply with this provision.
- L. All data and information related to F5CA operations, which are designated confidential by F5CA or developed by the Grantee and deemed confidential by F5CA, shall be properly safeguarded, and protected by the Contractor from

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unauthorized use and disclosure. At a minimum, during non-working hours, F5CA paper and/or electronic documents, reference materials, or any materials related thereto shall be kept in a locked, secure place. All electronic data shall be password always protected and secure.

- M. The Grantee and its employees are hereby considered agents only for confidential data purposes and will be liable under the state and federal statutes for unauthorized disclosures. In the event of subcontracting, the subcontractor and/or independent consultant, and its employees will also be considered agents only for confidential data purposes and will be held liable under said state and federal statutes.
- N. The Grantee and all subcontractors and/or independent consultants shall immediately notify F5CA of any request from a third party for disclosure of any information relating to this Grant, including, but not limited to, subpoena, deposition proceedings, public records request, court order, or other legal action. Unless the F5CA Grant Manager authorizes the disclosure of the information in writing, the Grantee, and all subcontractors and/or independent consultants shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.
- O. Any county commission that enters into an agreement with F5CA understands and agrees that the grant is valid and enforceable only if sufficient funds are available in the appropriate accounts administered by F5CA to carry out the purposes of the grant. This grant shall be invalid and of no further force and effect if sufficient funds are not available in the appropriate account due to:
- A decrease in projected and/or actual tax revenue collected pursuant to the Revenue and Taxation Code Section 30131.2
 - Any additional restrictions, limitations, transfers, reductions, or conditions enacted by the Legislature
 - Any statute enacted by the Legislature that may affect the provisions, terms, or funding for the Grant in any manner
- P. In the event there are insufficient funds in the appropriate accounts administered by F5CA due to any of the reasons, the State of California and/or F5CA shall have no liability to pay any funds to the grantee or to furnish any other considerations under the grant; the grantee, subsequently, shall not be obligated to perform any provisions of the grant.
- Q. Upon their creation, all products, deliverables, or like items that are produced, created, developed, or the like, shall become the sole and complete property of F5CA. F5CA retains all rights to use, reproduce, distribute, or display any products created, provided, developed, or produced under the grant and any derivative products based on grant products, as well as all other rights,

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privileges, and remedies granted or reserved to a copyright owner under statutory and common-law copyright law.

- R. Any subcontractor agreements shall include language granting F5CA the copyright for any products created, provided, developed, or produced under the GAN and ownership of any products not fixed in any tangible medium of expression. In addition, the grantee shall require the other party to assign those rights to F5CA in a format prescribed by F5CA. For any products for which the copyright is not granted to F5CA, F5CA shall retain a royalty-free, nonexclusive, and irrevocable license throughout the world to reproduce, prepare derivative products, distribute copies, perform, display, or otherwise use, duplicate, or dispose of such products in any manner for governmental purposes and to have or permit others to do so.
- S. All products and any reproductions of products distributed under the terms of this grant shall include a notice of copyright in a place that can be visually perceived at the direction of F5CA. This notice shall be placed prominently on products and set apart from other matter on the page or medium where it appears. The notice shall state "Copyright" or "©," the year in which the work was created, and "First 5 California."
- T. During the performance of the GAN, the grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and an application for family care leave. The Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a–f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.) and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a–f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, will be incorporated into the Grant.
- U. Neither F5CA nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the Grantee under, or in connection with any work, authority, or jurisdiction delegated to the grantee under the GAN. It is understood and agreed, pursuant to Government Code section 895.4, the grantee shall fully defend, indemnify, and save harmless F5CA and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth occurring by reason of anything done or omitted to be done by the grantee under or in connection with any work, authority, or jurisdiction delegated to the grantee under the Grant.

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ATTACHMENT A
Application Cover Sheet

Request for Application (RFA) No. GAN HV 2023
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INSTRUCTIONS: Complete the Application Cover Sheet, Attachment A. This form will serve as the front cover of the county commission’s application submission. An Authorized Agent, who possesses the authority to bind the county commission, must sign the form prior to submitting the application for consideration.

Date of Application:			
County Commission Name:			
County Commission Contact Person:			
Email Address:		Phone:	
Address, City, Zip			
Partner Counties			
Requesting Amount of Grant			
Number of Regions to be Served			
Intended Objectives			
Signature of the Authorized Agent and Title			Date

ATTACHMENT B HV-RTA Plan Template and Guidance

Request for Application (RFA) No. GAN HV 2023
Regional Technical Assistance for Home Visiting Coordination and Integration

INSTRUCTIONS: Grantee must develop this HV-RTA plan with county partners within their region. The HV-RTA Plan Template is available as an excel spreadsheet. HV-RTA Plans must include the elements listed in the HV-RTA Plan Guidance (next page).

The HV-RTA Plan is a required part of the grantee’s application. In addition, grantees are required to update the HV-RTA Plan by July 31, 2023, July 31, 2024, and when a change occurs that requires a budget change request/amendment.

The HV-RTA plan template is available at ([Regional TA for HCV Resources](#))

County:							
Project Manager:							
SMART OBJECTIVES AND TASKS	MILESTONES/ OUTPUTS	Resources Needed	ASSIGNED TO	DUE DATE	Jul- 22	Jun- 23	Status/Notes (to track progress)
Objective A: <i>Enter Objective</i>							
<i>Task 1 (High Level Task)</i>	<i>Include milestones for High Level Tasks. Milestones are not required for detail under each task.</i>						
<i>1.1 (detail under Task 1)</i>							
<i>1.2</i>							
<i>1.3</i>							
<i>Task 2:</i>							
<i>2.1</i>							
<i>2.2</i>							
<i>2.3</i>							
Objective B:							
Objective C:							
Objective D:							

SAMPLE

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Item	Explanation
<p>Define SMART Objectives</p>	<p>In the grey box next to “Objective A,” “Objective B,” etc. Each objective may have multiple tasks.</p> <p><i>Objectives identified on the HV-RTA Plan must align with the outcomes listed on the Grant Cover Page (Attachment A)</i></p> <p>SMART goals include five key elements:</p> <ul style="list-style-type: none"> 1 - Specific—focused and detailed 2 - Measurable—includes metrics to evaluate success 3 - Achievable—ambitious, but not unattainable 4 - Relevant—aligns with long-term strategies and values 5 - Time-bound—includes a clear deadline <p>Consider a SMART objective that includes a specific focus on equity:</p> <ul style="list-style-type: none"> • Inclusive—brings traditionally marginalized people (particularly those most impacted) into processes, activities, and decision/policymaking in a way that shares power • Equitable—includes an element of fairness or justice that seeks to address systemic injustice, inequity, or oppression
<p>Develop tasks (action steps) for each objective. Prioritize and order the steps.</p>	<p>Enter tasks under each Objective. Start with a high-level view (Task 1, Task 2, etc.), then refine by breaking down high-level tasks into more discrete sub-tasks (1.1, 1.2, 1.3).</p>

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Item	Explanation
<p>Identify the milestones for each high-level task.</p>	<p>Each high-level task should have one or more milestones (outputs) that help you know what it looks like to successfully carry out that high-level task. Adding milestones at the sub-task level is optional. Milestones can be:</p> <ul style="list-style-type: none"> • The product of the action step (workshop/training developed/ MOU signed), or • Number served (# received childcare subsidy) as a result of the action. <p>You may but are not required to include milestones for tasks under each action step.</p>
<p>Identify resources needed for each task.</p>	<p>Be sure to anticipate and discuss resources needed (material, fiscal, other). Identifying potential challenges also can provide insight into resources and how these might be overcome.</p>
<p>Assign each task.</p>	<p>Each high-level task should be assigned to an individual (not agency) responsible for ensuring the task is carried out, including those tasks for which partner agencies are responsible. You also may include assignments at the sub-task level, but this is optional. Be specific about who is assigned tasks for accountability. Responsibilities should be shared.</p>
<p>Indicate timeframes for carrying out each task and subtask</p>	<p>While your SMART objective timeline might span 3-6 months, your tasks should have smaller timelines such as 1 month or 1 week and subtasks may have shorter timeframes. This enables the team to keep the work moving and on track. You may include “X’s” in the month-by-month view for visual tracking</p>
<p>Set a schedule to communicate, monitor, evaluate, and update the plan</p>	<p>Add action plan review as a standing agenda item on recurring team meetings to ensure the team is monitoring, updating, and evaluating the plan regularly. Consider creating a communication strategy to ensure information is shared efficiently with all team members and stakeholders.</p> <p>Use the “Status/Notes” column to track progress. When a task is completed, please mark “COMPLETED” in the corresponding column and row.</p>

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Following approval by F5CA, changes to the HV-RTA Plan must be marked as follows:

- Cross out tasks that will not be completed with an explanation in the Notes column as to why the task has been deleted.
- Make changes to tasks by crossing out language (task, timeline, milestones, and/or responsible parties) that must be changed and adding new information in bold type.
- Add new tasks in bold type.
- See Section 3, Task 4, Scope of Work for additional information.

**ATTACHMENT C
HV-RTA Application Content Requirements**

Request for Application (RFA) No. GAN HV 2023
Regional Technical Assistance for Home Visiting Coordination and Integration

INSTRUCTIONS: Complete the Application Content Requirements, Attachment C. Attachments associated with each Requirement must be submitted with the RFA Grant Application for consideration. Omission of required contents will result in a delay in processing or may be removed from grant consideration.

Item/Requirement		√ Provided
1.	Completed and signed Application Cover Sheet, Attachment A	<input type="checkbox"/>
2.	Completed HV-RTA Plan, Attachment B	<input type="checkbox"/>
3.	Completed Application Content Requirement Form, Attachment C	<input type="checkbox"/>
4.	Completed Budget Request Form, Attachment D	<input type="checkbox"/>
5.	Completed Budget Narrative, Attachment E	<input type="checkbox"/>
6.	Signed Partner Certification Forms, Attachment F	<input type="checkbox"/>
7.	Resolution by a First 5 county commission providing authority for application submission	<input type="checkbox"/>
8.	Completed Request for Taxpayer Identification Number and Certification, Form W-9	<input type="checkbox"/>
9.	Proof of Workers Compensation Insurance	<input type="checkbox"/>

**ATTACHMENT D
HV-RTA Budget Request Form**

Request for Application (RFA) No. GAN HV 2023
Regional Technical Assistance for Home Visiting Coordination and Integration

INSTRUCTIONS: Complete the Budget Request Form and Budget Narrative, Attachment D. Submitted information must be accurate and will be verified. Submitted information with inaccuracies or incomplete details will result in a delay in processing or may be removed from grant consideration.

Address:		City, Zip Code:	
Executive Director:		Fiscal Contact:	
ED Phone #:		Fiscal Phone #:	
ED Email:		Fiscal Email:	
BUDGET CATEGORY	FY	FY	TOTAL
A. PERSONNEL			
1. Salaries			
2. Benefits			
SUBTOTAL PERSONNEL			
B. OPERATIONS			
1. Materials/Supplies			
2. Travel			
4. Incentives/Stipends			
5. Contractual			
6. Other			
SUBTOTAL OPERATIONS			
C. SUBTOTAL OF A and B			
Total of Direct Costs			
Indirect Costs Rate (not to exceed 15%)			
GRAND TOTAL			
I, the Authorized Agent signed below, hereby requests funding for this grant cycle in the amounts represented in the table above. As the Authorized Agent, I certify that the submitted information is true and correct to the best of my knowledge and compliant with the requirements and conditions of this Request for Application.			
Signature of Authorized Agent and Title			Date

**ATTACHMENT E
HV-RTA Budget Narrative**

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Salaries

Explain specific responsibilities of each position funded through this grant. Include:

- Position title (counties may list multiple positions within the same classification on the same line)
- Position description
- Salary basis, time unit and rate (see note below)
- Position total

Notes about Salary Basis:

- If position is an hourly employee, use number of months as time unit, and hourly rate as rate.
- If position is a full-time equivalent employee, use % FTE and number of months/years as time unit, and base salary as rate
- If listing multiple positions in the same classification on the same line, use base salary as a range if positions differ. Don't forget to include COLA or other projected raises in rate.

Position Title	Position Description	Salary Basis: Time Unit	Salary Basis: Rate	FY 2023–24 Total	FY 2024–25 Total	Position Total
Grand Total:						

Benefits

Include in the table:

- The fringe benefit percentages for all personnel in the project by position title
- The basis for cost estimates or computations
- Breakout by fiscal year, as applicable
- Grand Total

Position Title	Fringe Benefit %	FY 2023–24 Total	FY 2024–25 Total	Position Total
Grand Total:				

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Materials and Supplies

To the extent possible, include all the following information for each item listed under materials and supplies, as well as any additional basis for cost estimates or computations:

- Type of Item (e.g., instructional materials, office supplies, etc.)
- Purpose of the item
- Estimate of unit cost (\$200 maximum, per section 10, Cost)
- Number of units for each type of item
- Item total

Item	Purpose	Unit cost	# units	FY 2023–24 Total	FY 2024–25 Total	Materials Total
Grand Total:						

Travel

Please include the following information for each trip:

- Trip name
- Trip purpose and fiscal year of trip, as applicable
- Number of individuals/trips, cost per individual/trip, and/or additional basis for cost estimates or calculations, as needed
- Travel Total
- Please break out travel by fiscal year, as applicable.

Trip Name	Purpose of Trip	Cost basis for calculation	FY 2023–24 Total	FY 2024–25 Total	Travel Total
Grand Total:					

Incentives

Describe the types of incentives provided and if not monetary, include item and value (e.g., resources, materials, or financial incentives), by fiscal year, as applicable.

Include:

- The type of incentive
- Purpose of incentive, including fiscal year(s) of purchase and distribution

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- Cost of incentive, number of incentives, and additional basis for cost estimates or computations, as needed
- Total by incentive type

Incentive Type	Purpose of Incentive	Cost basis for calculation or estimate	FY 2023–24 Total	FY 2024–25 Total	Incentives Total
Grand Total:					

Contractual

In the description, provide, by fiscal year, as applicable:

- The entity with which the county will contract, if known (if not yet known, indicate TBD)
- The purpose of the products, training, or services to be acquired, the fiscal year in which those services/products will be carried out, and the term of the contract
- The estimated cost per expected procurement
- For professional services contracts, the amounts of time to be devoted to the project, including the costs to be charged to the Grant Award Notice
- Any additional basis for cost estimates or computations

Contract	Purpose of Contract	Amount of Time or Cost Basis and Fiscal Year, as applicable	FY 2023–24 Total	FY 2024–25 Total	Contract Total
Grand Total:					

Other

Explain other expenses, including:

- Purpose of expenditure
- Other item by major type or category (e.g., communications, copying, postage, equipment rental)
- Cost per item
- Fiscal year, as applicable
- Any additional basis for cost estimates or computations

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Purpose	Item Type	Cost Basis	FY 2023–24 Total	FY 2024–25 Total	Other Total
Grand Total:					

Totals

In the section below, please summarize the total budget.

Category	Totals
Total Personnel	\$
Total Operations	\$
Total Direct Costs (Personnel + Operations)	\$
Indirect Cost Rate (%) (may not exceed 15%)	%
Indirect Cost Total	\$
Total Grant Budget (Direct + Indirect Costs)	\$

**ATTACHMENT F
HV-RTA Partner Certification Form**

Request for Application (RFA) No. GAN HV 2023
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INSTRUCTIONS: Every county must complete this form. This form must be provided to the HV-RTA Lead Agency to submit with the region’s HV-RTA application. Counties changing regions should respond to questions about that chosen region. Counties declining participation may send the form to F5CA (HVC@ccfc.ca.gov).

First 5 County Commission:	
Address (Street, City, Zip Code)	
Name and Title of Agency Contact:	
Email:	
Phone:	
F5CA Proposed Region	
Region in which this county will partner/participate	<input type="checkbox"/> Same as proposed <input type="checkbox"/> Different from proposed*: Region: _____ <input type="checkbox"/> No region for this grant. We understand HV-RTA grant funds and activities may not be available to this county.

If you have selected “Different from Proposed”, please explain why this switch is beneficial to coordinating home visiting programs/systems.

The following questions relate to the county’s participation in development of the HV-RTA Plan for the region, and satisfaction with the final plan submitted to F5CA.

Question	No	Somewhat	Yes	Not Applicable
Did this county participate in development of the HV-RTA Plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is this county satisfied with the HV-RTA plan submitted to F5CA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please explain (optional): _____

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Signature

Name and Title of Authorized Signatory: _____

Authorized Signature: _____

Date Signed: _____

ATTACHMENT G
Acceptable Invoice Documentation

The table below shows acceptable back-up documentation when submitting quarterly invoices.

Line Item	Acceptable Back-up Documentation
Salaries and Benefits	<p>Must include auditable payroll records.</p> <ul style="list-style-type: none"> Partial time: If the person is less than 1 FTE of their time, the document must show the FTE charged to the grant and a notation that can be matched to the invoice. For example, if the payroll record shows \$45,000.00 earned in pay period, but the grant is charged .25 FTE; write: "\$45,000 X .25 FTE = \$11,250.00" charged to Grant.
Materials and Supplies	<p>Must include a copy of itemized purchase receipt. If providing multiple receipts in the same invoicing period, include a cover sheet summarizing receipts.</p> <p>If a portion of the cost is being charged to the grant, include a notation indicating amount charged.</p>
Travel	<p>Must include, as applicable:</p> <ul style="list-style-type: none"> Local travel (mileage): Documentation from mapping software/website showing summary of directions, address for point of origin and destination, and miles traveled. Receipts for airline, hotel, car rental, and gas purchases. Excess lodging must be requested in advance of travel for hotel costs above the state approved rate (See Section V.5.1) <p>Reimbursement may be requested only after travel has occurred.</p>
Incentives/ Stipends	<p>Incentives may be requested only after distribution.</p> <p>Distribution may be electronic, in-person, or by mail. Include both receipt of incentive/stipend purchase AND proof of distribution, including:</p> <ul style="list-style-type: none"> Electronic: Copy of "read receipt" if sent via text or email In person: Type of payment (gift card, check, cash), gift card/check number, amount, date, purpose, signature or initials of recipient By mail: Correspondence from recipient verifying amount received matched to document with gift card/check number, amount, purpose, and recipient's name. Checks: Warrant or fiscal register showing checks were redeemed.
Contractual	<ul style="list-style-type: none"> Copy of subcontractor's invoice to the Grantee Copy of subcontractor agreement (first invoice only)
Other	<p>Copy of itemized purchase receipts</p>

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**ATTACHMENT H
EVALUATION SCORE SHEET**

Request for Application (RFA) No. GAN HV 2023
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County Commission: _____ Date of Evaluation: _____

Evaluator's Name: _____

CATEGORY	SCORE
1) Applicant Capacity	/ 10
2) County Engagement and Support	/ 50
3) Alignment with Purpose and Objectives of Grant	/ 40
4) Expected Outcomes	/ 10
5) Workplan/Scope of Work	/ 30
6) Budget/Funding Request/Budget Narrative	/ 30
TOTAL SCORE	/ 170

*Applicants must score 70% (170 * .70 = 120 points) to be considered for funding.*

Funding Amt Requested: \$	Funding Amount Recommended: \$
Funding Period:	

Questions/Issues for Evaluation Team

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INSTRUCTIONS: Use the scale, associated with each sub-category, to assign scores in the range of zero (totally unresponsive/inadequate) to ten (superior).

1) Applicant Capacity

Review Item	Comments	Points
a. To what extent has the applicant county demonstrated capacity to manage the required aspects of this grant (e.g., fiscal, reporting)?		___ / 5
b. To what extent have they demonstrated they have adequate staff with experience and abilities relevant to what the applicant hopes to accomplish?		___ / 5
SUBTOTAL		___ / 10

2) Project Description: County Engagement and Support

Review Item	Comments	Points
a. To what extent does the applicant describe how it will ensure counties in the region are engaged throughout the grant period?		___ / 10
b. To what extent is there evidence proposed activities build on the strengths of counties in the region?		___ / 10
c. To what extent do proposed activities build capacity of every county in the region participating in the grant to strengthen home visiting coordination, integration, and equity?		___ / 10

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Review Item	Comments	Points
d. To what extent has the region identified how it will sustain the supports for home visiting coordination and integration when the grant period is over?		___ / 10
e. To what extent has the applicant reasonably anticipated barriers and described plans to overcome them?		___ / 10
SUBTOTAL		___ / 50

3) Project Description: Alignment with Purpose and Objectives of Grant

Review Item	Comments	Points
a. To what extent do proposed activities help counties in the region strengthen systems coordination and integration?		___ / 10
b. To what extent do proposed activities help counties in the region implement community-informed policies, practices, and resources that center families' lived experience in all decisions?		___ / 10
c. To what extent has the do proposed activities help counties in the region identify and address system inequities?		___ / 10
d. To what extent has the applicant reasonably anticipated barriers and described plans to overcome them?		___ / 10
SUBTOTAL		___ /40

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4) Project Description: Expected Outcomes

Review Item	Comments	Points
a. To what extent have stated expected outcomes of the project been clearly described? To what extent are the project outcomes appropriate to the type of activities they will undertake?		___ / 10
SUBTOTAL		___ / 10

5) HV-RTA Plan/Scope of Work

Review Item	Comments	Points
a. To what extent does the HV-RTA plan/scope of work align with the project summary/narrative?		___ / 6
b. To what extent do the milestones for each objective and high-level task support achieving the objective and intended outcomes described in Attachment B?		___ / 6
c. To what extent has the applicant identified resources needed to carry out each high-level task?		___ / 6
d. To what extent is responsibility for carrying out this grant shared? To what extent has the applicant identified who each high-level task is assigned to specifically (by name or role, not by organization)?		___ / 6
e. To what extent are the timelines for completing tasks clear and realistic?		___ / 6

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SUBTOTAL	___ / 30
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6) Budget Funding Request/Budget Narrative (10 points maximum)

The focus of this section is to present the necessary budget to complete the project as presented. This budget should include other resources and should only include items that are reasonable and justifiable given the scope of the project.

Review Item	Comments	Points
a. To what extent are requested funds appropriate and adequate to carry out the project? Does the funding amount requested relate to the proposed level of effort?		___ / 10
b. To what extent is there adequate justification for each expenditure?		___ / 10
c. To what extent are the budget and narrative accurate, compliant with instructions, and aligned?		___ / 10
SUBTOTAL		___ / 30

GRAND TOTAL: /170

E.8.**24-07**: Approve Agreement with Hubbe Inc. for Workforce Web-Based Data System Portal from January 1, 2024 - December 31, 2024 (**CONTRACT NO. CF24140**)
[\$58,640 - PROP 10 FUNDS]



AGENDA ITEM: 24-07
DATE OF MEETING: January 24, 2024
ACTION:
INFORMATION:

**APPROVE AGREEMENT WITH HUBBE INC.
FOR WORKFORCE WEB-BASED DATA SYSTEM PORTAL
FROM JANUARY 1, 2024 – DECEMBER 31, 2024
(CONTRACT NO. CF24140)
[\$58,640 – PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve Agreement No. CF24140 with Hubbe Inc. to support the American Rescue Plan Act (ARPA) ECE Workforce Wage Enhancement payments, data collection, and management for customized modules.

BACKGROUND

To process the fourth ARPA wage enhancement payment to the ECE community, First 5 Riverside County requires continued support of our existing data system and added functionality in the form of automated tools to administer the orderly disbursement of the allocated funds to the ECE Workforce and collect vital data to inform the Commission on current and future investments.

RECOMMENDED ACTION

That the Commission:

1. Approve Agreement No. CF24140 with Hubbe Inc., effective January 1, 2024 – December 31, 2024, for an amount not to exceed \$58,640 and authorize the Executive Director to sign the Agreement on behalf of the Commission, subject to County Counsel’s approval as to form.
2. Authorize the Executive Director or designee, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments that exercise

the options of the Contract No. CF24140, including modifications of the statement of work that stay within the intent of said contract.

BUDGET IMPACT

Adequate appropriation has been included in the approved FY 23/24 budget to support funding for this initiative (938001-25820-92950-525440).

STRATEGIC PLAN RELEVANCE

Goal 1: Quality Early Learning

POTENTIAL CONFLICTS OF INTEREST

None Known

ATTACHMENTS

1. CF24140 Hubbe Inc Workforce Web-Based Data System

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. CF24140

Riverside County Children and Families Commission
and
Hubbe Inc.

This Contract for Professional Services is made and entered into by and between the Riverside County Children and Families Commission (“RCCFC”) aka First 5 Riverside County (hereinafter the “COMMISSION” or “COUNTY”) and Hubbe Inc. (“CONTRACTOR”). The parties hereto mutually agree as provided herein, including Attachments attached hereto and incorporated herein by reference.

1. **PROJECT:** CONTRACTOR shall perform services for the RCCFC as stated in Exhibits A and B, and incorporated into this contract. CONTRACTOR shall perform these services in a complete, skillful and professional manner. CONTRACTOR shall not provide any services which shall cause RCCFC to incur additional costs beyond those stated in this Contract without the proper advance written consent of RCCFC.
2. **TIME FOR PERFORMANCE:** The project shall begin on January 1, 2024 and shall be completed on or before December 31, 2024, or at such other time as is mutually agreed upon in writing by RCCFC and CONTRACTOR as provided herein.
3. **COMPENSATION:** The total amount of compensation to be paid to CONTRACTOR for the services to be provided pursuant to this contract (including any and all costs incurred by CONTRACTOR) shall not exceed \$58,640 dollars for this contract.
4. **TERMINATION:** This contract may be terminated by CONTRACTOR or RCCFC, for no cause, with a thirty (30) days written notice to the other party, as provided herein. In addition, it is mutually agreed and understood that the obligation of RCCFC is limited and contingent upon the availability of Proposition 10 funds for payment to CONTRACTOR; and that this contract may be immediately terminated by RCCFC if funds are no longer available. In the event RCCFC abandons or postpones the project, or terminates the project for lack of funds, then RCCFC shall make payment for all services provided by CONTRACTOR to the date of written notice of termination.
5. **LICENSES: COMPLIANCE WITH LAWS:** CONTRACTOR, including its employees and agents, shall maintain all licenses required by law or regulation while performing services under this contract. CONTRACTOR shall at all times comply with all laws and regulations applicable to the services provided pursuant to this contract.
6. **CONFIDENTIALITY:** CONTRACTOR shall maintain the confidentiality of information, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any individual person and which shall be used only for carrying out the obligation of CONTRACTOR under this contract. CONTRACTOR shall not disclose any information, except as specifically permitted by this contract. CONTRACTOR shall observe all Federal, State, County and RCCFC regulations concerning confidentiality of records.
7. **CONFLICT OF INTEREST:** The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
8. **WORK PRODUCT:** All reports, preliminary findings or data assembled or compiled by CONTRACTOR under this Agreement shall become the property of RCCFC. RCCFC reserves the right to authorize others to use or reproduce such materials. Therefore, such

materials may not be circulated in whole or in part, nor released to the public, without prior, written authorization from the RCCFC.

9. **ADMINISTRATION:** The Executive Director of RCCFC (or designee) shall administer this contract on behalf of RCCFC.
10. **RECORDS AND REPORTS:** Contractor shall maintain accurate and complete financial and performance records for a minimum of two (2) years from the date of final payment under this contract, or until any relative County, State, and/or Federal audits of which Contractor is made aware of are completed, whichever is later, and shall maintain such records locally, to be made available for inspection by Contractor upon reasonable request.
11. **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 coverage's during the term of this Contract. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives.

A. 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 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. 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 Insured. Policy's limit of liability shall not be less than \$2,000,000 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.

C. 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 \$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. Policy shall name the COUNTY as an Additional Insured.

D. 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 for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per

occurrence each 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 as respects 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 furnish the County of Riverside with: 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 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) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside 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 endorsements and if requested, certified original policies of insurance including all endorsements and any 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.*
- 4) 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 retentions or self-insured programs shall not be construed as contributory.
- 5) 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 scope of work; or, the term of this Contract, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- 7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 8) CONTRACTOR agrees to notify COUNTY 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.

12. **INDEPENDENT CONTRACTOR:** CONTRACTOR and its employees and agents shall act at all times in an independent capacity with regard to performance of services rendered pursuant to this contract; and CONTRACTOR shall not act as, shall not be, and shall not in any manner be construed to be, agents, officers or employees of RCCFC and/or of the County of Riverside. There shall be no employer-employee relationship between RCCFC and CONTRACTOR, or between the County of Riverside and CONTRACTOR; and

CONTRACTOR and its employees and agents shall not be entitled to any benefits payable to the RCCFC employees. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR's behalf and for CONTRACTOR's employees, including but not limited to all federal and state income taxes and withholdings. RCCFC shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify RCCFC, and/or County of Riverside against any and all claims that may be made against RCCFC, and/or County of Riverside based upon any contention by a third party that an employer-employee relationship exists by reason of this contract; and CONTRACTOR shall indemnify RCCFC for any and all federal or state withholding or retirement payments which RCCFC may be required to make pursuant to federal or state law.

13. **INDEMNIFICATION AND HOLD HARMLESS:** CONTRACTOR shall indemnify and hold harmless RCCFC, 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 as "Indemnitees" or "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 Indemnitors from this Contract. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees 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 their sole cost, have the right to use counsel of their own 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 Indemnitees 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 Indemnitees herein from third party claims.

In the event, there is 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 Indemnitees to the fullest extent allowed by law.

- A. Where 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 their own 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, their 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 their 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.

14. **NONDISCRIMINATION**: The CONTRACTOR shall not discriminate in the provision of its services, recruiting, hiring, promotion, demotion or termination practices on the basis of ethnic group identification, race, religious creed, color, ancestry, national origin, sexual preference, sex, marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action.
15. **NOTICES**: All correspondence and notices required or produced by this contract shall be delivered to the respective parties at the addresses set forth below, and are deemed submitted one (1) day after their deposit in the United States mail, postage prepaid:

COMMISSION:

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

CONTRACTOR:

Claire Crandall
Director of Operations
Hubbe Inc.
11956 Bernardo Plaza Drive, Suite 406
San Diego, CA 92507

or to such other address as may be designated by the respective parties.

16. **GOVERNING LAW AND VENUE**: This contract is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted. The provisions of the Government Claims Act (Government Code section 900, et seq.) must be followed first for any disputes under this contract.
17. **ASSIGNMENT**: Neither this contract nor any part thereof shall be assigned by CONTRACTOR without the prior written consent of RCCFC.
18. **WAIVER**: Any waiver by RCCFC of any one or more of the terms of this contract shall not be construed to be a waiver of any subsequent breach of the same or of any other term of this contract.
19. **ALTERATION AND/OR AMENDMENT**: No alteration or variation in the terms of this contract shall be valid unless made in writing and signed by both parties; and no oral understanding or agreement not incorporated herein by specific reference shall be binding on the parties. The terms contained in this contract shall represent the entire contract between the parties with respect to the services to be provided by CONTRACTOR.
20. **SEVERABILITY**: 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 shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
21. **DISALLOWANCE**: In the event CONTRACTOR receives payment for services under this contract which are later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to RCCFC upon written request. RCCFC retains the option to offset the amount disallowed from any payment due to

CONTRACTOR under this contract, or under any other contract or agreement between CONTRACTOR and RCCFC.

22. **CERTIFICATION OF AUTHORITY TO EXECUTE CONTRACT:** CONTRACTOR certifies that the individual signing below has authority to execute this contract on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this contract, including Exhibits A and B.
23. **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.

Signature Page Follows

IN WITNESS, WHEREOF, the parties hereto have caused their duly authorized representative to execute this contract.

Hubbe Inc.

Riverside County Children and Families
Commission

By: _____

Claire Crandall
Director of Operations and Authorized
Signer

By: _____

Tammi Graham
Executive Director and Authorized
Signer

Date: _____

Date: _____


Attest:

By: _____

Lynn M. Stephens
Executive Assistant IV

Date: _____

Approved as to Form Signature:

By:  _____

Kristine Bell-Valdez
Supervising Deputy County Counsel

Date: 1/16/24

ATTACHMENT A: SCOPE OF SERVICE

Contractor: Hubbe Inc.

Program: Hubbe Inc. Workforce Web-Based Data System (ARPA)

Contract #: CF24140

Term: January 1, 2024 – December 31, 2024

CONTRACTOR shall, under the direction of the Executive Director of the Riverside County Children and Families Commission, or designee, provide services in accordance with, but not limited to, the specifications and scope of work identified in this Attachment A, incorporated herein by reference.

Deliverable	Description	Timeline	Price Quote
1. Hosting of an Early Care and Education (ECE) Workforce Initiative Web-Based Data System	Hubbe Inc. will host a secure and fully managed iteration of the Hubbe Data System for the purposes of the ECE Workforce Wage Enhancement Initiative for Riverside County at: https://riversideeceworkforcerecovery.ecehubbe.org/	Annual Data System License and Hosting Fee	\$52,000.00
2. Web Services Nightly Data Synchronization	Hubbe Inc. will maintain a web service for synchronizing data between the Riverside County Controller’s fiscal data system and the Riverside County ECE Workforce Initiative Data System on a nightly basis.	Annual Maintenance Fee	\$1,800.00
3. Customized Software Development	Hubbe Inc. staff will develop customized software, based on new Riverside County requirement requests, to ensure a robust and thorough initiative data collection and reporting functionality. Hubbe Inc. staff will remain involved throughout the duration of the program to collect any new system requirements as needed. System requirements will be documented and developed by Hubbe Inc. engineers as needed to ensure the program is implemented and managed in a manner that ensures successful implementation and adequate documentation. Additionally, Hubbe Inc. will make any necessary customized changes to the Hubbe Inc.-PeopleSoft automated DAT file transfer protocols necessary to update the data-sharing processes with any changes to the program for 2024. Hubbe Inc. engineers will also provide technical assistance in making back-end corrections to data as needed to ensure DAT file data quality.	As Needed	\$4,840.00 (Up to 40 hours of software development by 2 Hubbe Inc. engineers for development and testing)

4. Training and Technical Assistance	Hubbe Inc. staff will train and help the Riverside County ECE Workforce Initiative Management staff on all aspects of the system in general especially for the stipend application and stipend management system necessary to effectively implement the program. Hubbe Inc. staff will set up the initial application and stipend track required for the 2024 stipend program, with direction from the Riverside County ECE Workforce Initiative staff.	As Needed	No Additional Charge
5. Materials and Resources	Agency Application video tutorial and downloadable PDF instructions in English and Spanish (for FCCH Providers) • Stipend Management System downloadable PDF Instructions • Downloadable PDF Instructions for adding new agencies/sites/sessions manually into the data system when bypassing the application portal and web services for Riverside data.		No Additional Charge
	Grand Total		\$58,640

ATTACHMENT B: PAYMENT PROVISIONS

CONTRACTOR shall be compensated for services rendered pursuant to this contract as follows. Total payments shall not exceed \$58,640 for this contract.

- A. **Fee:** RCCFC shall reimburse CONTRACTOR, upon submission by CONTRACTOR of an acceptable invoice for actual expenses incurred under the terms of this contract. Payment shall be due to CONTRACTOR within thirty (30) days of RCCFC's receipt of invoice.
1. Payment shall be made in accordance with satisfactory completion of the Milestones below and upon receipt of an acceptable invoice to include:
 - a. Contractor's name, address, contract number, an assigned invoice number, supporting documentation (if applicable), and payment amount due.
 2. CONTRACTOR shall submit invoices with full support documentation to the Riverside County Children and Families Commission, Accounts Payable, 585 Technology Court, Riverside, CA 92507 or via email to RCCFC-accountspayable@RIVCO.ORG.

F. **Future Agenda Items:**

F.1. First 5 Riverside County Strategic Plan Annual Review and Public Hearing

F.2. First 5 Riverside County 2024 Policy Priorities

F.3. First 5 Riverside County 2024 Communications Plan

F.4. First 5 California Annual Report Annual Review and Public Hearing

G. **Adjournment:** Adjournment to the next Regular Meeting of the Riverside County Children and Families Commission to be held on March 13, 2024 beginning at 2:00 p.m.:

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.