



AGENDA
PUBLIC NOTICE
Regular Meeting
Wednesday, May 8, 2024
2:00 PM
First 5 Riverside County
585 Technology Ct
Riverside, California 92507

This notice shall confirm the Regular Meeting 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**
 - 1. Pledge of Allegiance
 - 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**
 - 1. Director's Report – Tammi Graham, Executive Director; Yvonne Suarez, Assistant Director; Charna Widby, Deputy Director
 - 2. Advisory Committee Comments - Malinda Margiotta, Advisory Committee Chair
 - 3. Commissioner Comments
- D. **Presentations/Information – Zachary Ginder, Chair**
 - 1. **Information Only** - First 5 Riverside County 3rd Quarter Financial Highlights and First 5 Riverside County Vendors Over 25K List - **Receive and File** **2**



RIVERSIDE COUNTY CHILDREN & FAMILIES COMMISSION - FIRST 5 RIVERSIDE COUNTY
FY 23/24 - 3rd QUARTER
(July 2023 - March 2024)

Revenue and Expenditure Balances

		Year-To-Date Budget	Actuals as of 03/31/24	Projections through 06/30/24
Revenues				
740020	Interest-Invested Funds	\$ 350,000	\$ 1,389,488	\$ 1,264,700
754000	CA-Tobacco Tax Prop.10	\$ 13,074,768	\$ 6,229,966	\$ 11,568,109
754020	CA-Prop 56 Tobacco Act 2016	\$ 3,500,000	\$ 4,475,642	\$ 4,475,642
755870	IMPACT (F5CA Initiatives)	\$ 3,966,793	\$ 1,026,846	\$ 3,928,793
777520	DPSS (CalWORKs)	\$ 5,292,507	\$ 1,035,608	\$ 2,076,959
777540	DPSS (FRCs)	\$ 2,599,500	\$ 1,779,544	\$ 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	\$ 16,247,094	\$ 26,398,703
Expenditures				
Approp 1	Salaries & Benefits	\$ 8,285,045	\$ 4,787,735	\$ 6,970,502
Approp 2	Services & Supplies	\$ 22,358,344	\$ 9,969,389	\$ 19,941,079
Approp 4	Capital Assets	\$ 800,000	\$ -	\$ -
Total Expenditures		\$ 31,443,389	\$ 14,757,125	\$ 26,911,582
Total		\$ (2,174,822)	\$ 1,489,970	\$ (512,878)

Expenditure Allocation

		3/31/2024	
Program		\$ 11,821,627	38.6%
CalWORKs Home Visit Initiative	42200	\$ 1,270,156	
IMPACT	92930	\$ 1,045,691	
Comprehensive Health & Development	92945	\$ 3,127,994	
Quality Early Learning	92950	\$ 2,606,566	
Resilient Families	92960	\$ 53,094	
RCOE	92965	\$ 21,671	
HUB	92970	\$ 529,732	
Family Resource Centers	92975	\$ 2,573,196	
Countywide Programs	92980	\$ 593,528	
Evaluation		\$ 486,619	1.6%
Evaluation	81250	\$ 486,619	
Administration		\$ 2,448,878	8.0%
Countywide Impact	92955	\$ 2,448,878	
		\$ 14,757,125	48.2%

Administration	8.0%
Evaluation	1.6%
Program	38.6%

PERCENTAGE OF COST BY DEPARTMENT

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

In Q3, March and a portion of February program expenditures are not recognized in the general ledger until Q4. Prop 10 revenue includes July to February. 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 been received. Interest income includes a GASB31 reduction of \$800K. FY24 is also the first year the Commission is the fiscal lead for IMPACT funds. Revenue projections include pass-thru funds of approximately \$2M in revenue and corresponding expenditures.

EXPENDITURES BETWEEN \$25K - \$50K

Per Action Item #17-24 (December 2017), identify vendors authorized for payment > \$25K. Refer to Item D.1.

	Vendor	Description	Action Item #	Commission Meeting Date	Approval by	Total	YTD Expenditures as of 04/08/24
1	First 5 Association of California	Membership	23-26	05/10/23	Commission	\$ 50,000	\$ 50,000
2	Totalplan and/or GM Business Interiors	Office Reconfigurations	23-26	05/10/23	Commission	\$ 200,000	\$ 142,504
3	Golden State Technology and/or Saitech	Computers & related equipment	23-26	05/10/23	Commission	\$ 90,000	\$ 43,935
4	Raising A Reader	Training and materials	24-04	01/24/24	Commission	\$ 50,000	\$ 20,092
5	LakeShore Parent LLC	Learning materials	24-04	01/24/24	Commission	\$ 50,000	\$ 3,444
6	CM School Supply	Learning materials	24-04	01/24/24	Commission	\$ 50,000	\$ -
7	Discount School Supply	Learning materials	24-04	01/24/24	Commission	\$ 50,000	\$ 12,152
8	Hexagramm Books	Learning materials	24-04	01/24/24	Commission	\$ 50,000	\$ -
9	Zero To Three	Region 9 HUB Training	24-04	01/24/24	Commission	\$ 50,000	\$ -
10	Teachstone	Region 9 HUB Training	24-04	01/24/24	Commission	\$ 50,000	\$ -
11	US Bank	County Credit Card Bank	F.2	03/13/24	Executive Director	\$ 50,000	\$ 27,226
12	Momentive Inc	SurveyMonkey	F.2	03/13/24	Executive Director	\$ 30,000	\$ 8,000
13	California Association for Infant Mental	Inland Empire Mental Health Symposium	F.2	03/13/24	Executive Director	\$ 48,655	\$ 48,655
14	Full Circle Consulting Systems Inc	Region 9 HUB Training	D.1	05/08/24	Executive Director	\$ 45,200	\$ -
15	Comprehensive Autism Center	Early Explorers Program	D.1	05/08/24	Executive Director	\$ 35,081	\$ -
16	UC Berkley	ECE Wage Enhancement Research	D.1	05/08/24	Executive Director	\$ 50,000	\$ -

E. Consent – Zachary Ginder, Chair

1. Approve First 5 Riverside County Draft Commission Meeting Minutes – March 13, 2024 Session 5



MINUTES
FIRST 5 RIVERSIDE COUNTY
Commission Regular Meeting
Wednesday, March 13, 2024
2:00 PM

Commissioners Present: Jose Campos, Zachary Ginder, Edwin Gomez, Supervisor V. Manuel Perez, Elizabeth Romero, Kim Saruwatari, and Stephanie Yost

Commissioners Absent: Angelica Hurtado, and Charity Douglas

Administrative Staff Present: Tammi Graham, Executive Director; Yvonne Suarez, Assistant Director; Lynn Stephens, Executive Assistant IV; Carol Abella, Regional Manager; Larissa Wills, Regional Manager; Patricia Perez, Administrative Services Manager II; Sean Pravica, Senior Public Information Specialist; Michelle Rodriguez, Public Information Specialist; Martina Guevara, Commission Coordinator; Victor Lopez Administrative Service Analyst I

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

A. Call to Order – Zachary Ginder, Commission Chair

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

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

None

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

1. Director's Report - Tammi Graham, Executive Director; Yvonne Suarez, Assistant Director

First 5 Riverside County 2023 All Staff Meeting - First 5 Connected.

Commission Chair Ginder provided opening remarks to staff about fulfilling the work of impacting lives. The day included staff engagement and recognition, Lean orientation and, review of the 2023 results of the Gallup Q12 Employee Engagement Survey.

Family Resource Center (FRC) Tours

Advisory Member Smith requested tours of First 5 Family Resource Centers before the March Advisory Committee Meeting. First 5 staff, Commissioners, and Advisory Committee Members toured Mecca, Desert Hot Springs, and Mead Valley Family Resource Centers. The next site visit will be at the Jurupa Valley Resource Center on March 27.

First 5 Lean Transformation – Simpler engagement. One (1) Lean Principles and Tools training (Bronze) and two Rapid Improvement Events (RIE) have been completed. Problem statements and root causes resulted in tracking two metrics for the RIE events (Home Visiting and Invoicing). The Home Visiting metric targets the reducing referral process time from seven days to one day. The metric for the invoice process payment approval sets the target as 10 days.

Riverside County Superintendent - State of Education

On March 6, Superintendent Dr. Edwin Gomez presented his 2024 State of Education Address "Inspiring Brilliance" focusing on key initiatives at each school district and local education agency within Riverside County.

First 5 in the News

Chair Ginder is quoted in the Inland SoCal Untied Way press release announcing the guaranteed income pilot project in Riverside County. The Commission invested matching funds to provide a guaranteed income to 500 pregnant individuals to improve outcomes. The California Health Care Safety Net Institute, describing Integrated Services Delivery (ISD) pilot at the Jurupa Valley Family Resource Center, with quotes from DPSS, RUHS, and First 5.

Car Seat Distribution

The car seat giveaway campaign was completed last November. First 5 Riverside County partnered with Baby2Baby to provide over 200 families with 360 car seats. Staff submitted a Capio Epic Award for the one-time event.

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

2. Commissioner Comments - Zachary Ginder, Commission Chair

Commissioner Yost reported she attended President Biden's State of the Union address as a guest of her representative Congressman Ken Calvert. She shared the services First 5 provides in Riverside County and the work taking place in Idyllwild.

Commissioner Saruwatari gave a public health message. There's a surge in measles across the country. Measles is very contagious so she encourages children to be vaccinated for measles. During pre-teen vaccine week, additional vaccine clinics are being held with additional funds received for over 7,100 children to be vaccinated.

Vice Chair Campos commended staff on the Mead Valley FRC site visit. He commended staff and the county for the Rapid Improvement Events (RIE) being held.

Chair Ginder reported on how pleased he was to attend the site visits and all the work being done. He commended F5 staff on the car seat distribution and all the endeavors being accomplished.

D. Consent – 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 Draft Commission Minutes - January 24, 2024 Regular Meeting
2. **24-08:** Approve Renewal Quote for Social Solutions Global, Inc. for Apricot 360 Software Solutions from July 1, 2024 - June 30, 2025 [**\$177,319.160 PROP 10, CalWORKs, DPSS FUNDS**]

*Commissioner Romero moved to approve consent items. Commissioner Yost second the motion. **Absent:** Commissioners Hurtado and Douglas. **Motion carried unanimously.***

E. Public Hearings – Zachary Ginder, Chair

1. Conduct a Public Hearing on the Fiscal Year 2022/2023 Annual Report of the California Children and Families Commission (a copy of the report may be obtained at <https://rccfc.org/About-Us/Impact> and can be viewed at the Commission Business Office)

Pursuant to the California Children and Families Act, Health and Safety Code Section 130140 and Ordinance 784 – Tammi Graham, Executive Director

Ms. Graham provided an overview and noted the report is in the Commission BoardBook for reference.

- a. **Public Hearing:** Annual Report of the California Children and Families Commission for Fiscal Year 2022/2023 – Zachary Ginder, Chair

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

- b. **24-09: Receive and File:** Annual Report of the California Children and Families Commission for Fiscal Year 2022/2023 – Zachary Ginder, Chair

*Commissioner Gomez moved to approve receiving and filing action item 24-09. Commissioner Perez second the motion. **Absent:** Commissioners Hurtado and Douglas. **Motion carried unanimously.***

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

Ms. Graham provided an overview noting that there were no changes in First 5's current Strategic Plan.

- a. **Public Hearing:** First 5 Riverside County Strategic Plan 2023-2026 – Zachary Ginder, Chair

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

- b. **24-10:** Review and Adopt First 5 Riverside County Strategic Plan 2023-2026 – Zachary Ginder, Chair

*Commissioner Perez moved to approve action item 24-10. Commissioner Yost second the motion. **Absent:** Commissioners Hurtado and Douglas. **Motion carried unanimously.***

F. Presentations/Information Items – Zachary Ginder, Chair

1. Autism and Developmental Delay Systems Landscape Report and Recommendations – Kristin Gist, Consultant, Early Childhood Development and Mental Health (A copy of the presentation can be viewed at www.rccfc.org and at the Commission Business Office)

Regional Manager, Larissa Wills provided an overview of the presentation before the Commission today. She noted the Advisory Committee received a presentation earlier today. Ms. Graham reported that Dr. Wada from IEHP was sworn into the Advisory Committee today. He pledged to help with referral processes if needed.

Ms. Gist shared highlights of her presentation that were included in the Commission meeting packet. Commissioner Perez thanked Ms. Gist and the UCR students. He hopes that we can improve in this area.

A brief Commission discussion ensued.

Commissioner Gomez asked if we know the percentage of students not diagnosed. Ms. Gist replied approximately 1 in 36, nationwide and countywide children are not getting diagnosed until 4-5 years old. She noted the study of the outcome of a child's success when diagnosed within 18 months vs. 27 months and the impact on outcomes.

Commissioner Romero shared her experience as a mother when navigating barriers to receive services. She asked if we're able to model the programs needed in this region and how many providers do we need to meet the continuum of needs for families. Ms. Gist responded that it would take a big study. She noted her concern with screening processes, the gap between diagnosis and referral and how to meet the needs of the child. Ms. Gist recommends convening a work group to identify the efforts needed to improve access to early intervention services.

Commissioner Perez suggested being inclusive of the business industry when work group efforts are in place. Ms. Gist noted she was unable to present on her second survey for the Commission today. The second survey was sent out to find out how many children are not getting referred for OT, PT, and Speech. She shared the concern that the State has increased the payment for Health Services and Pediatricians but has not changed the rates that Speech, OT, and PT get paid. Commissioner Romero asked if there's a pilot that we could start.

(Commissioner Perez left the meeting at 3:01 p.m.)

Commissioner Yost suggested Ms. Gist send the survey findings out to the people who completed as well as those who didn't complete the survey. Ms. Graham noted Ms. Gist is working on consolidating a report and connecting data. At the May Commission meeting our budget will be presented, and during the summer First 5's 5-10 year projections will be shared. This information will allow the Commission to fund priorities for immediate investments and for the next strategic plan.

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

Chair noted item 2 is included in the packet for receive and file only.

G. Future Agenda Items:

1. First 5 Riverside County Third Quarter Financial Highlights
2. First 5 Riverside County Annual Budget
3. First 5 Riverside County Champion for Children Award Recipient Nomination
4. First 5 Riverside County Communications Plan
5. First 5 Riverside County Legislative Policy Agenda
6. Riverside County Office of Education (RCOE) Update

- H. **Adjournment:** Adjournment at 3:13 p.m. to the next Regular Meeting of the Riverside County Children and Families Commission to be held on May 08, 2024 beginning at 2:00 p.m. at:
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

2. **24-11:** Approve 2024 Champion for Children Nominee Helena Lopez as Recommended by the Advisory Committee

11





AGENDA ITEM: 24-11
DATE OF MEETING: May 8, 2024
ACTION:
INFORMATION:

**APPROVE 2024 CHAMPION FOR CHILDREN NOMINEE HELENA LOPEZ
AS RECOMMENDED BY THE ADVISORY COMMITTEE**

SUMMARY OF REQUEST

Approve nominee Helena Lopez as the 2024 First 5 Riverside County Champion for Children award recipient, as recommended by the First 5 Riverside County Advisory Committee.

BACKGROUND

First 5 Riverside County's (F5RC) Champion for Children Award was created to honor and bring awareness to people and organizations whose leadership and advocacy embody the vision of F5RC, where all children in Riverside County are healthy and thrive in supportive, nurturing, and loving environments and enter school ready to learn and embrace lifelong learning.

Upon approval by the Commission, Ms. Lopez will be recognized at a subsequent Commission meeting as this year's recipient of the First 5 Riverside County Champion for Children Award. Ms. Lopez is the CEO of A Greater Hope (AGH), an organization that provides foster care, adoption, supervised visitation, and Live Scan services throughout the Inland Empire. Ms. Lopez strategically opened the first Riverside County AGH office in Banning in 2015. Greater Hope is a currently funded Family Resource Center Network grantee. Though AGH services are available countywide, the Banning location is pivotal as the cities of the San Gorgonio Pass area experience profound social and health inequities. Under her leadership, AGH has become a trusted messenger in these communities, meeting clients where they are at, to change the trajectory of their lives, and has grown to five locations with multiple programs. Since 2002, more than 6,000 children have found loving homes through AGH.

Selection Process

A call for nominations was released in January 2024 and promoted countywide with news releases, posts on social media, and email messages to First 5 funded agencies, stakeholders, and supporters.

A total of five (5) nominations were submitted by February 21, 2024. Participating members of the First 5 Riverside County Advisory Committee reviewed the nominees and discussed their recommended Champion at their March regular meeting and concluded collectively to forward Helena Lopez' nomination to the Commission for approval.

RECOMMENDED ACTION

That the Commission:

1. Approve Helena Lopez as the 2024 recipient of the First 5 Riverside County Champion for Children Award, as recommended by the Advisory Committee.
2. Authorize the sponsorship award of \$1,000 to be given in Ms. Lopez' name to support a community event of her choosing.

BUDGET IMPACT

Adequate appropriate has been included in the approved FY 24/25 budget to support this sponsorship (938001-25800-92955-527780).

STRATEGIC PLAN RELEVANCE

Countywide Impact (92955)

POTENTIAL CONFLICTS OF INTEREST

None.

ATTACHMENT

1. Nominee Profile

**First 5 Riverside County
Champion for Children Award
2024 Recipient**

Nominee Profile: Helena Lopez

Helena Lopez is the CEO of A Greater Hope and has worked with the organization since 2002. Ms. Lopez' service to children in need began when she was just 10 years old when her mother opened three group homes for teenage foster youth. Ms. Lopez regularly spent time with the residents. Years later, she became a Case Manager at the Greater Hope Society group home, where she relished in work empowering foster youth.

Ms. Lopez attended Loyola Marymount University where she received her bachelor's degree in business and went on to receive a master's degree in business administration and a Juris Doctorate, specializing in real estate contracts. After law school, she worked in real estate law in San Francisco until she received a fateful phone call. Her mother needed her signature tenacity and leadership at her newest philanthropic endeavor, a foster family agency in Barstow called A Greater Hope. The County of San Bernardino Children and Family Services greatly needed an agency in that community as no other providers would travel to the High Desert communities of Barstow and Victorville at that time.

Demonstrating her characteristic compassion and care for others, Ms. Lopez told her mother "yes" and moved to Barstow where she used her expertise in management, contracts, research, and development and served as A Greater Hope's Executive Director for 17 years. In January of 2019, Lopez was appointed Chief Executive Officer of A Greater Hope.

A Greater Hope officially came to Riverside County in 2015 when Ms. Lopez launched the organization's new office in Banning. The location was strategic, as the cities of the San Gorgonio Pass area experience profound social and health inequities. From the Banning office, A Greater Hope provides foster care, adoption, supervised visitation and Live Scan services. While A Greater Hope serves all of Riverside County, Ms. Lopez focuses on combating the longstanding geographic bias, which leaves rural communities such as Banning, Beaumont and Bonnie Bell underserved and under-resourced. Under her leadership, A Greater Hope has become a trusted messenger in these communities, meeting clients where they are at, to change the trajectory of their lives, and has grown to five locations with multiple programs. Since 2002, more than 6,000 children have found loving homes at A Greater Hope.

In addition, First 5 Riverside County's commitment to centering race equity in comprehensive health and development is mirrored in Ms. Lopez' tireless work to ensure Black and Biracial youth in the child welfare system receive appropriate hair and skin care. She developed and openly shares a guide for naturally curly and textured hair care.

She also led the planning of a series of special events across the county to empower and educate child welfare staff, resource/foster parents, and caregivers to “nurture the unique hair care needs of foster children.”

A recognized leader in the field of foster care, Ms. Lopez currently serves as the President of the California Alliance for Children and Family Services for 2021, a powerful collective of child welfare organizations. She served as the past President of the Inland Empire Alliance, a regional alliance of the California Alliance for Children and Family Services. She is currently the Co-Chair of the Association of Foster Family Agencies an association of agencies from across San Bernardino, Orange, Riverside and Los Angeles Counties.

Ms. Lopez is deeply admired at the A Greater Hope office for her unwavering commitment to families in need. For 22 years she has worked from early morning until late at night to serve High Desert children and families. Riverside County thanks Helena Lopez for her leadership.

Sources:

A Greater Hope website:

<https://aghope.org/en/blog/ceo-named-most-inspirational-leader>

Champion for Children nomination submittal:

<https://drive.google.com/drive/u/0/folders/1hudzUdPFilLVvpEXt7tsQfaErVhLWAZh>





AGENDA ITEM: 24-12
DATE OF MEETING: May 8, 2024
ACTION:
INFORMATION:

**ADOPT FIRST 5 RIVERSIDE COUNTY
2024 LEGISLATIVE POLICY AGENDA**

SUMMARY OF REQUEST

Adopt the 2024 First 5 Association Policy Priorities as the First 5 Riverside County 2024 Legislative Policy Agenda and support priority bills that are in alignment with the First 5 Riverside County's Strategic Plan.

BACKGROUND

First 5 Riverside County's (F5RC) position on State and Federal legislation is informed by internal staff and partners, including the Riverside County Executive Office, Southern California First 5 Commissions, First 5 Association, and First 5 California. F5RC staff will continue to provide updates to the Commission as bills advance. The Commission will be kept apprised of legislative developments and opportunities via meetings or the Executive Director's report.

The Bill Tracker list is subject to modification as bills are amended or new legislation is introduced. Any additional items that are identified at a later period as relevant to First 5 Riverside County strategic priorities will be brought to the Executive Director for approval. Full description, author information, and current status is included in Attachment B.

The First 5 Association's 2024 Policy Priorities guide the F5RC strategic plan and aligns goal areas to include: Quality Early Learning, Comprehensive Health and Development, and Resilient Families. It also prioritizes Sustainability and Scale to ensure that First 5 commissions can continue to provide foundational infrastructure, leadership, and partnership in communities throughout California to improve outcomes for children 0-5 and their families. Achieving this goal includes exploring advanced revenue sources, which aligns with F5RC's mission in its Strategic Plan regarding procurement and accountability to identify collaboration opportunities and innovative partnerships to maximize public funds to impact a greater number of citizens.

The 2024 First 5 Association Legislative Policy Priorities (Attachment A) falls within the guidelines set forth in the Commission's Legislative Agenda Policy adopted in May 2021 (Action #21-11).

F5RC seeks to achieve lasting change in the lives of children, families, and communities by working toward long-term public policy change. Actively engaging in state legislation related to F5RC strategic policy priorities is one opportunity to improve the lives of children and their families.

RECOMMENDED ACTION

That the Commission:

1. Authorize the Executive Director or designee to provide letters of support on behalf of the Commission based on the approved policy agenda, inclusive of bills recommended for First 5 Riverside County support, and as it aligns with the approved strategic plan.

BUDGET IMPACT

Not applicable.

STRATEGIC PLAN RELEVANCE

All Strategic Goal Areas

POTENTIAL CONFLICTS OF INTEREST

None known.

ATTACHMENTS

- A. First 5 Association 2024 Policy Priorities
- B. 2024 First 5 Association Bill Tracker



2024 POLICY PRIORITIES

First 5 Association of California (F5AC) advocates for California’s youngest children and their families to ensure that they have the supports to thrive in school and life. Grounded in a whole child / whole family framework with an intentional focus on Prenatal-to-3, First 5 is a conduit for change during this critical stage of development - building comprehensive and integrated early childhood systems of care that advance equity, prevention strategies, and systems coordination.

F5AC works to advance state and federal policies that support the First 5 network and infrastructure and cultivate opportunity for all of California’s young children and families. We do this while centering the fact that low-income communities, communities of color, and historically marginalized Californians face disproportionate impacts due to systemic racism, wealth inequality, and natural disasters.

Policy Priorities



RESILIENT FAMILIES

- Ensure California families have timely access to culturally and linguistically appropriate services that are relevant, effective, and build upon state and local systems.
- Increase family economic supports, empowering families to raise their children in stable, thriving homes.



SUSTAINABILITY AND SCALE

- Secure funding toward sustainability to both offset the impact of the Proposition 31 flavored tobacco ban and declining tobacco tax revenue.
- Ensure that local First 5 commissions are recognized and engaged by the state as public entities, intermediaries, fiscal agents and thought partners for programs, policies, and state initiatives that seek to improve child and family outcomes.
- Preserve previous state policy achievements and investments to improve child and family outcomes.
- Leverage other health, family, and child development investments with the goal of establishing a sustainable early childhood system.



COMPREHENSIVE HEALTH AND DEVELOPMENT

- Seek to advance prevention, care coordination, screenings, and multi-generational supports through Medi-Cal and innovative systems transformation.
- Strengthen early identification and referral systems to provide appropriate intervention services for young children.
- Seek to repair harm done to communities of color and eliminate racial inequities in maternal and infant health outcomes by removing systemic racist practices, barriers to care for people of color, and increasing culturally relevant services for birthing people.
- Increase access to and investment in community-based Infant and Early Childhood Mental Health (IECMH) providers and programs to effectively prevent and respond to trauma, identify concerns early, and promote resilience.



QUALITY EARLY LEARNING

- Stabilize, strengthen, and scale early care and learning opportunities, with a focus on infant and toddler care.
- Promote equitable access and affordability across the mixed early care and learning delivery system by strengthening the workforce, improving quality supports, and promoting nurturing relationships between providers, caregivers, and children.



2024 First 5 Association Bill Tracker

Updated: April 12, 2024

Questions? Contact Courtney Armstrong at courtney@first5association.org

Priority Support: The Association will send letters to each committee, testimony will be given, partner coordination will occur, members and staff will be lobbied. This title is primarily reserved for co-sponsored, and sponsored bills where partner organizations we work closely with seek our active support.

Support Bills: The Association will send letters to the bill author’s legislative office and policy committees where the bills will be heard.

The policy committee will be notified if there are any changes in status from support to priority support.

Bills with Positions

Bill No.	Author	Description	Status	Position
AB 1808	Nguyen and Davies	<p>Childcare and development services: eligibility. Existing law requires the department to administer childcare and development programs that offer a full range of services to eligible children from infancy to 13 years of age, inclusive. Under the act, upon establishing initial eligibility or ongoing eligibility for services, a family is considered to meet all eligibility and need requirements for those services, is required to receive those services before having their eligibility or need recertified and shall not be required to report changes to income or other changes, for at least 24 months, except as specified. Among other exceptions, a family receiving services under a CalWORKs Stage 1, Stage 2, or Stage 3 program is considered to meet all eligibility and need requirements for those services, is required to receive those services before having their eligibility or need recertified and shall not be required to report changes to income or other changes, for at least 12 months.</p> <p>This bill would delete that 12-month exception for CalWORKs Stage 1, Stage 2, or Stage 3 programs.</p>	Passed Asm. Human Services 4/3 (7-0), referred to Asm. Approps	Watch

2024 First 5 Association Bill Tracker

Updated: April 12, 2024

Questions? Contact Courtney Armstrong at courtney@first5association.org

AB 1830	Arambula	Corn masa flour: folic acid fortification. This bill would require a manufacturer of corn masa flour to add folic acid at a level not to exceed 0.7 milligrams of folic acid per pound of corn masa flour and to include a declaration of folic acid on the nutrition label in accordance with applicable federal law.	Passed Asm. Health on 3/19 (14-0), Passed Asm. Approps 4/10 (14-0).	Watch
AB 1895	Weber	Maternity Ward Closures: This bill would require an acute care hospital that offers maternity services when those services are at risk of closure in the next 12 months to provide specified information to DHCS and DPH. DHCS and DPH would then be required to conduct a community impact assessment to determine the 3 closest hospitals offering maternity services in the geographic area and their distance from the at-risk facility. The bill would require the hospital to provide public notice of the potential closure, including the results of the community impact assessment, and other specified information on the hospital's internet website 90 days in advance of the proposed closure. The bill would require the public to be permitted to comment on the potential closure for 60 days after the notice is given and would require at least one noticed public hearing be conducted by the hospital.	To be heard in Asm Health on 4/16	Watch
AB 2110	Arambula	Medi-Cal: Adverse Childhood Experiences trauma screenings: providers. This bill would require the department to include (1) community-based organizations and local health jurisdictions that provide health services through community health workers and (2) doulas, that are enrolled Medi-Cal providers, as providers qualified to provide, and eligible to receive payments for, ACEs trauma screenings.	To be heard in Asm Health on 4/9	Watch
AB 2123	Papan	Disability compensation: paid family leave. Existing law establishes, within the state disability insurance program, a family temporary disability insurance program, also known as the paid family leave program, for the provision of wage replacement benefits to workers who take time off work to care for certain seriously ill family members, to	Passed Asm Insurance Committee on 4/3 (12-0),	Watch

2024 First 5 Association Bill Tracker

Updated: April 12, 2024

Questions? Contact Courtney Armstrong at courtney@first5association.org

		bond with a minor child within one year of birth or placement, as specified, or to participate in a qualifying exigency related to the covered active duty or call to covered active duty of certain family members. This bill would eliminate that authorization and related provisions. The bill would also make nonsubstantive changes. This bill contains other existing laws.	referred to Asm Approps	
AB 2222	Rubio	California Kids Read. This bill would, among other things, require the commission, on or before January 1, 2027, to update its literacy standards of program quality and effectiveness, literacy teaching performance expectations, and literacy instruction preconditions for program sponsors offering Reading and Literacy Leadership Specialist Credentials and Reading and Literacy Added Authorizations, or any other reading- or literacy-specific credential, certification, or authorization developed by the commission, in order to ensure compliance with effective means of teaching literacy, as defined, and adherence to the science reading, as provided	Referred to Asm Committee on Ed, held in committee and will not advance this year.	Watch
AB 2268	Muratsuchi	English learners: English language proficiency assessment. This bill would expressly state that the requirement for pupils in kindergarten to be assessed in English listening and speaking does not include pupils in transitional kindergarten.	Passed Asm (73-0), ordered to Senate on 4/11.	Watch
AB 2319	Wilson and Weber	California Dignity in Pregnancy and Childbirth Act. This bill would make a legislative finding that the Legislature recognizes all birthing people, including nonbinary persons and persons of transgender experience. The bill would extend the evidence-based implicit bias training requirements to also include hospitals that provide perinatal care, as defined.	Passed Asm. Health (12-2) on 4/3, referred to Asm. Approps	Watch
AB 2340	Bonta	Medi-Cal: early and periodic screening, diagnostic, and treatment (EPSDT) services. Would prohibit limits on EPSDT services when those services are medically necessary. The bill would require a Medi-Cal	Referred to Health Committee	Watch

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Updated: April 12, 2024

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		managed care plan to cover all medically necessary EPSDT services, unless otherwise carved out of the contract between the managed care plan and the department, regardless of whether those services are covered under the Medi-Cal State Plan		
AB 2343	Schiavo	CalWORKS: Child Care Navigation. This bill would create an allowable expense in the CalWORKs Stage 1 and 2 programs for agencies to provide additional support and navigation on accessing child care services for families experiencing homelessness and/or escaping domestic violence. This would be within existing funds and just create an opportunity for administering agencies to expand supports with existing administrative funds.	Referred to Human Services, hearing canceled at request of Author, no hearing date listed.	Watch
AB 2828	Bains	Kids License Plates Program. This bill would increase the fees for the initial issuance and renewal of the “Have a Heart, Be a Star, Help Our Kids” license plates. The bill would allocate, upon an appropriation by the Legislature, 50% of the fees collected on or after January 1, 2026, to local childcare resource and referral programs, for specified purposes, including recruitment and training of new childcare providers, and to the State Department of Social Services for administering the above-described childcare licensing provisions, in equal measure except that in no case shall the allocation to the department be less than the amount appropriated in the 2022–2023 fiscal year. The bill would require a portion of the funds to be allocated to the agency having oversight of new and continuing childcare provider health and safety education and training program curriculum for specified purposes. Of the fees collected on or after January 1, 2026, the bill would allocate a portion to the State Department of Public Health in support of addressing childhood injury prevention and a portion to county commissions, as prescribed, that elect	Approved by Asm Human Services (7-0) and referred to Transportation	Support

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Updated: April 12, 2024

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		to receive funding and would limit the spending of those funds for certain purposes, including administering the California Unintentional Injury Prevention Strategic Plan Project. The bill would require that no more than 5% of the funds allocated to address childhood injury prevention be available to the nonprofit organization that provides administrative and staff support to the California Unintentional Injury Prevention Strategic Plan Project and would require the nonprofit organization to report annually to the State Department of Public Health on its activities and support evidence-based technical assistance and training for childhood unintentional injury prevention programs to the county commissions.		
AB 2866	Pellerin	Pool Safety. The bill would require a child daycare facility licensed by the department with a swimming pool to have either the mesh fence or enclosure and a pool cover or safety alarm. The bill would require the child day care facility to perform a daily inspection of the safety features and maintain a log to be provided to the department during scheduled inspections. The bill would require the department to update its regulations accordingly. Because a willful or repeated violation of these provisions by a child day care facility would be a crime, the bill would impose a state-mandated local program.	Passed Asm Health (7-0), referred to Asm Human Services	Watch
AB 2949	Rendon	Family child care home education networks. This bill would require that tools used to make family assessments be appropriate to family childcare home settings and would require a family childcare home education network program to maintain a developmental portfolio for each child, as provided, and include opportunities for parent involvement. This bill would impose additional requirements on family childcare home education network contractors, including that the developmental profiles specified above be completed in accordance with the provider’s observations and that the contractors conduct a parent survey. The bill would also impose various duties on family childcare home education	Passed Asm. Human Services (6-0) on 4/10, referred to Asm. On Ed	Watch

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		network providers, including requiring providers to adopt and use a curriculum and to provide age-appropriate and developmentally appropriate educational activities for children.		
AB 2956	Boerner	Medi-Cal eligibility: redetermination. This bill would require the department to seek federal approval to extend continuous eligibility to individuals over 19 years of age and make various changes to the above-described redetermination procedures. The bill would, among other things, require the county, in the event of a loss of contact, to attempt communication with the intended recipient through all additionally available channels before completing a redetermination. The bill would require the county to make another review of certain obtained information to renew eligibility without needing a response from a beneficiary. The bill would require the county to complete a determination at renewal without requesting additional information or documentation if specified conditions are met, relating to, among other things, prior income verification and no contradictory information on file.	Amended 3/13 and sent to Asm Health	Watch
AB 2967	Ting	Teacher Housing Act of 2016: amendment. This bill would amend the Teacher Housing Act of 2016 to provide its benefits to employees of nonprofit organizations operating early childhood, prekindergarten, transitional kindergarten and after-school classrooms and programs when they operate with public funding targeted to low- and moderate-income children.	Double referred to Asm Housing and Community Development, no hearing date listed.	Watch

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AB 2982	Reyes	Prenatal-to-3 working group. This bill would establish, by March 1, 2025, a workgroup to create recommendations for a statewide comprehensive, equity-focused prenatal-to-3 system agenda, as specified. The bill would require the workgroup to submit its recommendations to the administration and to the Legislature by January 31, 2026.	Referred to Human Services	Sponsor
AB 3215	Soria	Medi-Cal: mental health services for children. Existing law establishes the Medi-Cal program, which is administered by the State Department of Health Care Services, and under which qualified low-income individuals receive health care services. Under existing law, specialty mental health services include federal Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) services provided to eligible Medi-Cal beneficiaries under 21 years of age. This bill would express the intent of the Legislature to enact legislation to expand access to behavioral mental health services to children receiving Medi-Cal benefits.	No committee or hearing date listed.	Watch
SB 1112	Menjivar	Medi-Cal: families with subsidized child care. Would direct the Directors of DSS and DHCS to collaborate to create an MOU between Managed Care Providers and Alternative Payment Programs to create a referral pathway for children in subsidized care to get connected to developmental screenings and health services through Medi-Cal.	Passed Asm Health (11-0), referred to Asm Human Services	Watch
SB 1307	Becker	Childcare and development services: eligibility and priority. This bill would extend eligibility for subsidized childcare and development services, to the extent funds are available in the next state plan, to families with a family member who has verified employment of at least 20 hours or more per week at a childcare center or family childcare home, regardless of household income.	Referred to Asm Human Services, no hearing date scheduled.	Watch

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SB 1396	Alvarado-Gil	<p>CalWORKS: Home Visiting. This bill would extend the age range of the CalWORKS home visiting program to match program model duration.</p>	Referred to Asm. Human Services	Watch
SB 1401	Blakespear	<p>Family childcare home: United States Armed Forces. Existing law generally requires the State Department of Social Services to license and regulate various types of child daycare facilities, including, among others, daycare centers and family daycare homes. Under existing law, a willful or repeated violation of those provisions is a crime. Existing law exempts from those provisions various entities, including, among others, community care facilities, certain program facilities administered by the Department of Corrections and Rehabilitation, and extended daycare programs operated by public or private schools. This bill would also exempt, from the above-described licensing and regulation provisions, a family childcare home administered by a person certified as a family childcare provider by a branch of the United States Armed Forces and that exclusively provides care for children of eligible federal personnel, as defined, and surviving spouses.</p>	Passed Asm. Human Services (5-0), referred to Asm. Approps.	Watch

4. **24-13: Approve Contract with Riverside University Health System (RUHS) Medical Center for the Family Resource Center Network Specialist from July 1, 2024 - June 30, 2026 (CONTRACT NO. CF24148) [\$200,000 PROP 10 FUNDS - FRC MATCH]**

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AGENDA ITEM: 24-13
DATE OF MEETING: May 8, 2024
ACTION:
INFORMATION:

**APPROVE CONTRACT (NO. CF24148) WITH
RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER
FOR FAMILY RESOURCE CENTER NETWORK SPECIALIST
FROM JULY 1, 2024 THROUGH JUNE 30, 2026
[\$200,000 – PROP 10 FUNDS - FRC MATCH]**

SUMMARY OF REQUEST

Approve Contract No. CF24148 with Riverside University Health System-Medical Center (RUHS-MC) for an amount not to exceed \$200,000, effective July 1, 2024, through June 30, 2026, for funding of one (1) Family Resource Center Network Specialist position.

BACKGROUND

On May, 11, 2022, the Commission approved an amended contract (CF21100-Action Item 22-24), with Riverside Health System Medical Center for the Maternal Fetal Medicine Capacity Building Initiative to add \$200,000 funding for an FRC Network Specialist. Delays in recruiting and hiring for the position resulted in this recommended action and separates the FRCNS funding from the research portion of the Maternal Fetal Medicine (MFM) capacity building initiative (CF21100). The new contract (CF24148) aligns with the eight (8) Commission funded contracts for network specialists.

The Family Resource Network Specialist link clinic-based and community-based supports to expand the resources and services families need. The Specialist role presents an opportunity to build relationships with families and act as ambassadors to both social connections, resource networks and safety net programs.

RECOMMENDED ACTION

That the Commission:

1. Approve Contract No. CF24148 with Riverside University Health System - Medical Center for an amount not to exceed \$200,000, effective July 1, 2024 – June 30, 2026, and authorize the Executive Director or Designee to sign the Contract on behalf of the Commission, subject to County Counsel 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. CF24148, on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation exists in the FY 24/25 budget (938001-25800-92975-527980-FRC Prop 10 Match Funds) and additional appropriation will be included in subsequent budget requests.

STRATEGIC PLAN RELEVANCE

Goal 3: Resilient Families (92975)

POTENTIAL CONFLICTS OF INTEREST

None known

ATTACHMENTS

1. CF24148 A0-RUHS-MC FRCNWS

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

RCCFC AWARD: **CF24148**

CONTRACTOR: **Riverside University Health System -
 Medical Center**


CONTRACT TERM: **07/01/2024 – 06/30/2026**

MAXIMUM REIMBURSABLE AMOUNT: **\$200,000**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed **\$200,000**.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the “Contract”) shall not exceed **\$200,000** as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the “COMMISSION” or “COUNTY”), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10, to provide services and results as set forth in Attachments A, B, C and D attached hereto as incorporated herein by reference, subject to the following terms and conditions:

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

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Tammi Graham, Executive Director	Jennifer Cruikshank, Chief Executive Officer and Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	26520 Cactus Avenue Moreno Valley, CA 92555
APPROVED AS TO FORM SIGNATURE: 	ATTEST SIGNATURE:
Kristine Bell-Valdez Supervising Deputy County Counsel	Lynn M. Stephens Executive Assistant IV
Date Signed: 4/29/24	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT TERMS AND CONDITIONS

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Terms and Conditions

1. NOTICES

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

COMMISSION:

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

CONTRACTOR:

Jennifer Cruikshank
Chief Executive Officer
26520 Cactus Avenue
Moreno Valley, CA 92555

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

2. SOURCE AND SCOPE OF CONTRACT

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

3. DEFINITIONS

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

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

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

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

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

Executive Director: The designated lead director of the Commission.

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

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

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

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

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

4. TERM

The term of this Contract shall be from **07/01/2024** through **06/30/2026** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

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

6. TERMINATION

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

1. Termination for cause:

- a. Due to Default or Breach of Contract.** Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the COMMISSION may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COMMISSION provides CONTRACTOR the opportunity to cure breach within twenty (20) working days of receipt of notice, and CONTRACTOR does so to COMMISSION'S satisfaction.
- b. Due to Health and Safety Concerns of Clients.** The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract may also be immediately terminated at the sole discretion of the COMMISSION if the CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.
- c. Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no

further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

- d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.
- e. **Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

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

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

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

8. DATA MANAGEMENT

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

9. SCOPE OF WORK (SOW)

A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative

and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.

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

10. REIMBURSEMENT OF COSTS

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

- A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.
- B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S

Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

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

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

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

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

B. Program Reporting

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

C. Monthly Reporting

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

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

D. Quarterly and Annual Reporting

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

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

- QUARTER 1 (July 1 – September 30): Report Due October 20
- QUARTER 2 (October 1 – December 31): Report Due January 20
- QUARTER 3 (January 1 – March 31): Report Due April 20
- QUARTER 4 (April 1 – June 30): Report Due July 11 (Final Cumulative Program Progress Report), Quarter 4 due date may be modified by COMMISSION as necessary to meet County and/or State reporting deadlines.

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. The first quarterly report is due October 20th of the current fiscal year.

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

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

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

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

13. COMMISSION FISCAL REQUIREMENTS

A. Budget Revisions

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

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

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

B. Amendments

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

C. Cost Allocation Plan

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

A CAP is defined as a written summarization that documents the methods and procedures CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair share, of the total costs. The CONTRACTOR must have a method of identifying and distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

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

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

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.
2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.
3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

E. Revenues Received

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

F. Payroll Taxes

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

G. Payor of Last Resort

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

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

14. CONTRACTOR AUDIT REQUIREMENTS

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

applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIAL EQUIPMENT

- A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars (\$1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars (\$1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.
- B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.
- C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars (\$1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

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

- A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.
- B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the

COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

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

18. CONDUCT OF BUSINESS

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

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

such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

- J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.
- K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

19. RECORDS MANAGEMENT AND MAINTENANCE

- A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.
- B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.
- C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:

- a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and
 - b. Submission of the Program Progress Report on a quarterly basis.
- D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.
 - E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).
 - F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.
 - G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

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

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

- A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.
- B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.
- C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.
- D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

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

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

- A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.

- B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.
- C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:
 - 1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 - 2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and
 - 4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.
- D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.
- E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.
- F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

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

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

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

"Financiado por Primeros 5 Riverside County"

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

"Funded in part by First 5 Riverside County"

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

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

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

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

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

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

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

26. WORK PRODUCT

- A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.

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

27. NON-DISCRIMINATION

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

28. CHILD ABUSE REPORTING

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

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

29. DEPARTMENT OF JUSTICE CLEARANCE

CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

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

30. ADULT AND ELDER ABUSE REPORTING

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

31. INDEPENDENT CONTRACTOR

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

32. HOLD HARMLESS/INDEMNIFICATION

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

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

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

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

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

- A. If CONTRACTOR is a public entity, as defined by applicable law, the COMMISSION and CONTRACTOR, to the extent that liability may be imposed on the COMMISSION by the provisions of Government Code Section 895.2, shall be liable for acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either the COMMISSION or CONTRACTOR'S, employees or representatives, performance or omission of any act or responsibility of either party under this Contract. In the event that a claim is made against both the COMMISSION and CONTRACTOR, both parties shall cooperate in the defense of said claim and to cause insurers to do likewise.

- B. CONTRACTOR agrees to indemnify the COMMISSION for all federal/state withholding or state retirement payments, which the COMMISSION may be required to make by the federal or state government as a result of this Contract. If for any reason, CONTRACTOR is determined not to be an independent contractor to the COMMISSION in carrying out the terms of the Contract, such indemnification shall be paid in full to the COMMISSION upon sixty (60) calendar days written notice to CONTRACTOR if a federal and/or state determination is made that such payment is required.

33. INSURANCE

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

Workers' Compensation:

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

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross-liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insureds. Policy limit of liability shall not be less than two million dollars (\$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.

Vehicle Liability:

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

Professional Liability Insurance:

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

maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue as long as the law allows.

General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY'S Risk Manager waives a requirement or a particular insurer, such waiver is only valid for that specific insurer and only for one (1) policy term.
2. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds five hundred thousand dollars (\$500,000) per occurrence such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the COUNTY and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention with respect to this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and/or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) working days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR'S insurance carrier(s) policies does not meet the minimum notice of requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a thirty (30) day Notice of Cancellation Endorsement.
4. In the event of a material modification, cancellation, expiration or reduction in coverage, this Contract shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsement and if requested, certified original policies of insurance including all endorsements and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
5. It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
6. If during the term of this Contract or any extension thereof there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the SOW; or this Contract, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverage currently

required herein, if in the COUNTY Risk Manager's reasonable judgment the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
8. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. CONTRACTOR agrees to immediately notify COUNTY in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

Adjustment and/or Waiver of Requirements:

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

34. ASSIGNMENT

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

35. ALTERATION AND/OR AMENDMENT

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

36. CONFLICT OF INTEREST

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

37. WAIVER AND SEVERABILITY

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

38. DISALLOWANCE

In the event CONTRACTOR receives payment for services under this Contract, which is later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall

promptly refund the disallowed amount to the COMMISSION upon request. The COMMISSION retains the option to offset the amount disallowed from any payment due to the CONTRACTOR under this Contract, or under any other Contract between CONTRACTOR and the COMMISSION.

39. OFFICIAL DOCUMENTS

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

40. ENTIRE CONTRACT

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

41. NONEXCLUSIVE CONTRACT

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

42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT

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

43. COMPLIANCE WITH LAW

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

44. CONFLICTS IN INTERPRETATION

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

45. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts

among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

ATTACHMENT A: SCOPE OF WORK

The *Family Resource Center Network Expansion* will support families from broader population groups by increasing and expanding resources, and by providing linkages to prevention services and direct support to families with young children ages 0 through 5. The Family Resource Centers (FRCs) and Community Hubs are embedded in communities and operate at the neighborhood level to support families where they live and gather. By leveraging existing relationships and partnerships, FRCs and Community-Based Organizations will serve families and connect them to a wide range of services and supports, from responding to families in crisis to promoting children's healthy development and general well-being.

First 5 Riverside County (First 5) supports connecting families in convenient and familiar spaces through the FRC Network Expansion. This will allow parents/caregivers to strengthen connections to each other and their communities.

CONTRACTOR shall provide a Family Resource Center Network Specialist position (FRCNWS) enhances the existing family support services in the service areas identified as having a lower Healthy Places Index (HPI) score, including but not limited to San Jacinto, Hemet, Banning, Cabazon, Moreno Valley, Romoland, Calimesa, Anza, Riverside, and Mountain Center.

The FRCNWS will expand the resources, services, and supports families access by linking families with children to existing community-based supports, including First 5's FRCs. This strategy will provide an opportunity to build relationships with families, and act as an ambassador to both social connections, programs, and the safety net as needed and ensure continuity of care following any level of support the family is seeking. This high-level community-facing position helps identify resources for parents, caregivers, and others to strengthen connections that are responsive to each family's needs.

The job description for the FRCNWS is included in Attachment A to this scope of work. In addition to the job duties listed, the FRCNWS will be expected to:

- Attend regularly scheduled meetings with First 5 staff and peers to:
 - Develop goals, objectives, and targets for the project period, including data collection requirements;
 - Participate in trainings on the use of First 5's data collection and documentation system.
 - Have access to and be required to input data into the First 5 data system, subject to the terms and conditions of the HIPAA Business Associate Agreement attached and made part of this agreement as Appendix E.
 - The minimum required data points for each family and/or individual served are included in the FRC Intake form.
- Actively participate with First 5 staff and community stakeholders in the design and implementation of regular Communities of Practice (CoPs)
- Participate in an annual review of this Scope of Work in support of the Network-Expansion goal of the Family Resource Centers (FRCs).

CONTRACTOR shall give at least 3 business days written notice for any changes in the staffing of the FRCNWS position. At the time CONTRACTOR gives notice of appointment of a new FRCNWS, a resume of the candidate appointed shall be included.

Respond to Emerging Needs

First 5's FRCs play a critical role in preventing child abuse and neglect, strengthening children and families, and connecting families to systems of care that focus on improving fundamental social and economic structures, environments, and conditions that support the ability of families to reach their full potential. FRCs also play a vital role in communities, serving as trusted partners that help connect children and families to resources and services that can lessen the everyday stressors that families with children face. The FRC network provides a broad range of community-wide prevention services, while also leveraging First 5's current partnerships and investments to ensure shared responsibility to improve the lives of all families in Riverside County. These include but are not limited to the following:

Home-Visiting Programs: include several home-visiting community health programs with over 40 years of evidence showing significant improvements in the health and lives of parents and children with a focus on parent support services to address family needs. The Community hubs are positioned to support pregnant and/or parenting women with these programs. Additional information can be found at <https://rccfc.org/Resources/Community-Programs>.

Help Me Grow – Inland Empire (HMG-IE), Help Me Grow is a collective approach to strengthening the early identification and intervention system. It works to ensure that all children have developmental screenings and that families can access the services they need. Community hubs are critical partners in this system approach and participate in regional stakeholder convenings.

HealthySteps is an evidence-based, team-based pediatric primary care program designed to promote nurturing parenting and healthy development for babies and toddlers. Community hubs link families served by FQHCs and health and wellness clinics to the HealthySteps programs funded through First 5 Riverside County.

Cross Systems Integration is an intentional strategic approach where programs are coordinated and integrated to simplify access and referrals, streamlining the provision of services to families, and leveraging multiple funding streams and resources. This may include, but is not limited to, early intervention services, high-quality early learning settings, health and behavioral services (including those listed above), and family support services for families of children from the prenatal through the pre-kindergarten stages.

Racial Equity and Systemic Racism: The *Family Resource Center Network Expansion* supports equitable outcomes for all children and families acting with intentionality to eliminate racial inequities and ensure all families have access to educational success, quality health care, food security, housing, socioeconomic mobility, reduced stress, and more. Through this approach, there is an opportunity to address organizational and systemic biases to advance racial equity for all communities that would positively impact children and families.

ATTACHMENT B: BUDGET

Budget Start Date: 07/01/2024 **Budget End Date:** 06/30/2026

Total Amount: \$100,000 per year includes a full time position and minimal operation expense support.

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **\$200,000** for the duration of the Contract period as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the “COMMISSION” or “COUNTY”), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

CONTRACT PERIOD: **07/01/2024 – 06/30/2026**

1. Method, Time, and Schedule Conditions of Payment

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

2. Allowable Costs

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

- a. Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the COMMISSION. CONTRACTOR agrees COMMISSION may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary, or which exceeded the fair market value. The

recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

- b. The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food are based on the current IRS allowable rate.
- c. Contractor shall obtain approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by COMMISSION management.

ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY

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

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

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

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

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

5. **24-14: Approve Salesforce License Renewal and Additional Licenses Using Salesforce Reseller Taborda Solutions, Inc. from July 1, 2024 - June 30, 2025 (CONTRACT SLP-22-70-0063V) [\$98,611.82 - PROP 10 FUNDS]**

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AGENDA ITEM: 24-14

DATE OF MEETING: 05/08/2024

ACTION:

INFORMATION:

**APPROVE SALESFORCE LICENSE RENEWAL AND ADDITIONAL LICENSES
USING SALESFORCE RESELLER CONTRACT SLP-22-70-0063V
WITH TABORDA SOLUTIONS, INC.
FROM JULY 1, 2024 – JUNE 30, 2025 [\$98,611.82 – PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve procurement of licenses through Taborda Solutions, Inc. d.b.a. Optm for a total amount not to exceed \$98,611.82 for the period July 1, 2024 through June 30, 2025. The request is for the renewal of existing and acquisition of additional Salesforce, Conga, and Tableau licenses to operate the Salesforce Relationship Management (CRM) database as the platform for First 5 Riverside County's cloud-based contract management and data storage solution.

BACKGROUND

On September 14, 2022 (Action Item 22-28): the Commission approved acquisition and subsequent renewal of licenses through Outreach Solutions as a Service, LLC (OSAAS, LLC) for a total contract amount not to exceed \$185,815 for the period October 1, 2022 through June 30, 2025.

Considering OSAAS, LLC is no longer providing services under their reseller agreement, First 5 Riverside County (F5RC) is requesting to utilize Taborda Solutions, Inc., one of the other authorized resellers under the State of California's State Leveraged Procurement (SLP) for the necessary licenses.

For the operation of the Contracts Management Database, the Commission is requested to approve the renewal of the existing licenses and incorporation of 4 additional administrator licenses, 10 additional platform user licenses as well as 5 additional licenses for the Document Generation solution Conga, and additional funds to provide community access licenses for F5RC Partner Agencies to report through the included agency portal. Additionally, the Commission is requested to approve the incorporation of 2 Tableau Reporting software licenses.

RECOMMENDED ACTION

That the Commission:

1. Approve the renewal of existing and purchase of additional Salesforce licenses through Taborda Solutions, Inc. for an amount not to exceed \$98,611.82 effective July 1, 2024 – June 30, 2025, to continue implementation and operations of the next-generation contract management and data storage solution for First 5 Riverside County.
2. Authorize the Executive Director or Designee to execute the necessary documents for an amount not to exceed \$98,611.82 under the State of California's State Leveraged Procurement to procure the licenses on behalf of the Commission.
3. Authorize the Executive Director or Designee, based on the availability of fiscal funding as approved to open additional purchase orders that exercise the options 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 will be included in the FY24/25 budget (938001-25800-81250-525440).

STRATEGIC PLAN RELEVANCE

Goal Area 4 – Countywide - Evaluation (81250)

POTENTIAL CONFLICTS OF INTEREST

None Known

ATTACHMENTS

1. Taborda Solutions, Inc. Quote 18735 for First 5 Riverside County
2. Taborda Solutions, Inc. Executed Reseller Agreement SLP-22-70-0063V

****ATTENTION** PO MUST INCLUDE ALL ITEMS LISTED BELOW FOR PROCESSING****

- Net 30 Terms
- ESD (electronic delivery)
- Quote # 18735
- Contract Vehicle # (if applicable)

****This is an SLP procurement**** Final pricing to be determined by SLP Reseller.

SLP Contract supersedes below Standard Terms

SALESFORCE Quote Special Terms

Unless otherwise provided in the applicable Agreement, any increase in subscription pricing for the first renewal term will not exceed 0% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties. Notwithstanding the foregoing, any consumption-based Services which are subject to a rate card as set forth in the product terms for the applicable Services and any support or resource-based Services are not subject to any price increase limitations.

SALESFORCE Product Special Terms

Salesforce Shield

In order to use the Data Detect features, Customer's system administrator must first install the managed package available at: <https://sfdc.co/install-datadetect>.

Conga Terms and Conditions:

This Order is between AppExtremes, LLC dba Conga ("Conga") and Carahsoft Technology Corp ("Reseller"). All subscriptions are subject to the terms and conditions of Conga's End User License Agreement, available at <https://legal.conga.com/#end-user-license-agreement>. The licenses above are for current Carahsoft Technology Corp client County of Riverside, California, authorized as per the terms

and conditions of the Partner Agreement or other similar reseller agreement dated 01-Jul-24 between Reseller and Conga.

Additional Terms:

1. Customer's technical support (version 4.8) is further described at: <https://legal.conga.com/#technical-support>.
2. Customer's purchase of Conga Composer - Add-on: Batch / Trigger Service Events, Conga Composer - Business subscriptions is subject to the Product Specific Terms, located at: <http://legal.conga.com/#product-specific-terms>.
3. Customer's subscription to the Conga Customer Learning Pass may be used by all of Customer's Users and is subject to the Training Terms and Conditions, located at: <https://legal.conga.com/#conga-training-terms-and-conditions>

Tableau Quote Special Terms

References in this Order Form to "Customer" will be deemed to refer to "Partner" except in the case of the End User Agreement, the Product Special Terms ("PSTs"), and any pass-through terms in this Order Form that Partner is required to pass through to the End User. "Partner" means the entity signing this Order Form. For the avoidance of doubt, Partner will be solely responsible for setting the price to the End User for the Services. This Order Form is governed by the partner agreement between Tableau Software, LLC or the applicable Tableau affiliate ("Tableau") and the undersigned Partner (the "Tableau Partner Agreement"). Notwithstanding anything in the Tableau Partner Agreement to the contrary, Order Forms may be executed and entered into by Tableau, Salesforce, Inc. or any other Affiliate of Salesforce, Inc. (the "SFDC Entities"). In the event that the SFDC Entity that has executed and entered into this Order Form is not Tableau, such entity shall be deemed to be Tableau for the purpose of applying the Tableau Partner Agreement to this Order Form (including invoicing and payment processing). "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. Partner will secure the End User's agreement to the MSA located at

https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/Salesforce_MSA.pdf and Order Form Supplement for Tableau Products located at www.tableau.com/ofs (collectively, the "End User Agreement"), the PSTs, and any Quote Special Terms ("QSTs") identified as requiring the End User's acceptance. In the absence of a Tableau Partner Agreement, this Order Form is governed by the agreement executed between Salesforce, Inc. (or the applicable SFDC Entity) ("SFDC") and the undersigned Partner, which sets forth the terms and conditions for Partner's resale of the Services purchased pursuant to this Order Form (the "SFDC Reseller Agreement"). Additional information related to the Services, may be found in the Documentation at <https://sfdc.co/ptd>. For the avoidance of doubt, the SFDC Reseller Agreement takes precedence over the Documentation. References in this Order Form

to “End User” will be deemed to refer to “Customer” where the governing agreement is the SFDC Reseller Agreement. Partner will obtain the End User’s written agreement to the PSTs and any pass-through terms in this Order Form that Partner is required to pass through to the End User. Partner must also obtain the End User’s written agreement via the Partner’s order form with the End User to the terms of the Order Form Supplement for Tableau Products available at <http://www.tableau.com/ofs> (the “Supplement”) or terms that are not materially different than or less protective of SFDC than the Supplement, provided that: (1) references in the Supplement to “MSA” shall be deemed to refer to the SFDC Terms of Use and references to Order Form in the Supplement shall be deemed to refer to the order form between Partner and End User; (2) Partner will exclude the section “Warranties” of the Supplement in favor of the disclaimer in the SFDC Terms of Use and such section will be instead deemed to be incorporated into the section “Disclaimer of Warranties” of the SFDC Reseller Agreement; and (3) Partner will state in the Partner’s order form with the End User that the foregoing Order Form terms shall (a) supersede the terms of the standard Salesforce MSA and Order Form Supplement for Tableau Products presented to the End User when the End User installs Tableau Products and (b) be for the benefit of and enforceable by SFDC as a third-party beneficiary. Notwithstanding the fact that the "Ship To" contact information in this Order Form is for the Partner, the license keys and/or access credentials for the Tableau Products will be provided directly to the End User identified on this Order Form. Upon signature by Partner and submission to the SFDC Entity, this order Form shall become legally binding unless this Order Form is rejected by the SFDC Entity for any reason in its sole discretion, including: (1) the signatory below does not have the authority to bind Partner to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date.

Product Special Terms

Tableau Services

Tableau Software and/or Tableau Services are subject to the Order Form Supplement for Tableau Products available at www.tableau.com/ofs which is hereby made part of this Order Form.

State of California SOFTWARE LICENSING PROGRAM (SLP) AGREEMENT



Contractor: Taborda Solutions.
Contract Number: SLP-22-70-0063V
SLP Contract Term: 05/10/2022 through 05/10/2025
Contract Base: Salesforce Offer Number Salesforce-SLP-2022

This contract is available for use by State of California departments and any city, county, special district, educational agency, local government body or corporation empowered to expend public funds. While the state makes this contract available, each local agency should make its own determination whether the SLP is consistent with their procurement policies and regulations.

The SLP Contractor is required to provide all SLP contract terms and conditions with the list of products, services and prices.


Terms and conditions listed below are hereby incorporated by reference and made a part of this SLP Agreement as if attached herein and shall apply to the purchase of goods or services made under this Participating Agreement. Contractor non-compliance with the requirements of this contract may result in contract termination.

By signing below, Contractor agrees to the General Provisions dated November 19, 2021, SaaS Cloud Computing Services Special Provisions dated March 15, 2018 and all other provisions included herein.

- 1) [General Provisions – Information Technology \(GSPD-401IT\) effective 11/19/2021](#)
- 2) [Cloud Computing Services Special Provisions \(Software as a Service\) effective 3/15/2018](#)
- 3) [General Provisions – Information Technology Cloud Computing Software as a Service \(SaaS\) effective 11/19/2021](#)

For State of CA:

For Contractor:



For Patrick Mullen
Manager
Multiple Award Programs Section
Procurement Division
Department of General Services
04/29/2022

Date

Vanessa Facio

Signature
Contracts and Agreement Specialist
Printed Title
Vanessa Facio

Printed Name
Taborda Solutions

Company Name
04/26/2022

Date

SOFTWARE LICENSING PROGRAM (SLP)

Taborda Solutions

SLP-22-70-0063V

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

The SLP Contractors are required to provide the entire contract that consists of the following:

- SLP Cover sheet with signatures from the DGS Procurement Division Deputy Director or designee and Contractor.
- Ordering instructions.
- Std. 204 Payee Data Record.
- SLP Contract terms and conditions (General provisions).
- Software License Agreement pricing.
- Supplements, if applicable

CONTRACTOR QUARTERLY REPORTS

Contractors are required to submit a detailed report quarterly to the DGS Procurement Division, Software Licensing Program. A separate report is required for each contract, as differentiated by alpha suffix (if applicable). Contractors with resellers are responsible for reporting reseller ordering activity. Any report that does not follow the required format or that excludes information will be deemed incomplete and returned to the contractor.

All SLP contractors, including certified Small Businesses and Disabled Veteran Business Enterprises, will be required to pay DGS-PD a 1.25% incentive fee for all orders placed by local government agencies via a SLP contract. This policy however, does not affect orders placed by State government offices. State agencies will continue to be billed the applicable administrative use fee by the DGS-PD.

The SLP Quarterly Business Activity Report form separates sales to State and local government agencies.

SLP Quarterly Business Activity Reports are due in the SLP Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

Each contractor is required to remit to the DGS-PD an incentive fee equal to 1.25% of the total of all local government agency orders (excluding sales tax and freight) placed against their SLP contract(s) for the applicable quarter.

The check covering this fee shall be made payable to the Department of General Services, Software Licensing Program, and be attached to the supporting SLP Quarterly Report.

Mail report and check to:

Department of General Services
Procurement Division, SLP Unit
Quarterly Report Processing
PO Box 989052, MS 2-202
Attn: Software Licensing Program
West Sacramento, CA 95798-9052

SLP Quarterly Reports which include a check made payable to the DGS-SLP Unit must be mailed via hard-copy, and cannot be accepted via facsimile or e-mail.

New contracts for contractors with existing contracts, and extensions or renewals of existing contracts, will be approved ONLY if the contractor has submitted to the SLP Unit all quarterly reports, due. Each quarterly report is required within two weeks of the end of March, June, September, and December of each calendar year. A report is required even when there is no activity.

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Taborda Solutions

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The report must include the agency name, purchase order number, purchase order date, state agency billing code, pre-tax total order cost, agency contact name, address and phone number, and total dollars for the quarter. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order.

A sample quarterly report indicating required format and information is attached for your reference (Attachment A).

CONTRACTOR INVOICES

Unless otherwise stipulated, the contractor must send their invoices to the department address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- State Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable. The company name on the SLP contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

CONTRACTOR OWNERSHIP INFORMATION

Taborda Solutions is a large business enterprise.

AGENCY NON-COMPLIANCE

Agency non-compliance with the requirements of this contract may result in

the loss of delegated purchasing authority to use the SLP.

PLEASE REQUEST A COPY OF ALL CONTRACT TERMS AND CONDITIONS FROM THE CONTRACTOR, IF NOT PROVIDED INITIALLY.

AVAILABLE PRODUCTS AND/OR SERVICES

This contract provides for the purchase and warranty of software, software maintenance, technical support, SaaS, training, and implementation services.

Only products from the manufacturer listed below are available within the scope of this contract:

- **SalesForce**

UNAVAILABLE PRODUCTS AND/OR SERVICES

The following products and/or services are not available under this contract:

- **STANDALONE HARDWARE**
- **CONSULTING**
- **STANDALONE INSTALLATION SERVICES**

Notice to State Agencies: Software appliances/hardware products offered under the Software Publisher's pricelist are NOT available under the Software Licensing Program (SLP) if the same type of software appliance/hardware products are currently available under any mandatory Statewide Contract. State agencies who want to purchase a software appliance/hardware product type, other than what is available through a mandatory Statewide Contract must submit an exemption request to the mandatory Statewide Contract Administrator. For

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more information and the required justification forms regarding the exemption process, please refer to the following website:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-an-IT-Hardware-Contract-Exemption>. This restriction does

not apply to local governmental agencies.

IMPLEMENTATION SERVICES

Before procuring Implementation Services, state departments should conduct an analysis and use their own due diligence to determine if these services are the most cost effective solution that meets their business needs and security requirements.

Requirements

- State departments must complete a Statement of Work (SOW) for all Implementation services.
- Job titles/categories are limited to those identified in the SLP price list.
- Hourly rates must not exceed those identified in the SLP price list.
- Implementation services can only be purchased when they are in support of software purchased under the SLP.
- Time and Material pricing must not exceed the job Title hourly rate times the number of hours to complete the job.

NOTE: Implementation Services under this contract must be paid in arrears.

SOFTWARE MAINTENANCE, SUBSCRIPTION AND SAAS RENEWALS

Software Maintenance, Subscription and SaaS renewals shall be fixed at the

agencies prior applicable rates (or lower), with a 0% uplift (no up-lift) and no additional increases, fees or charges added, for the duration of this SLP contract.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address or Fax no. (916) 200-0353:

**Taborda Solutions
9580 Oak Ave Pkwy, Ste 7-180
Folsom, CA 95630
Attn: Bear Williams**

Agencies with questions regarding products and/or services may contact the contractor as follows:

Phone: (916) 717-8711

E-mail:

bear.williams@tabordasolutions.com

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination

DELIVERY

30 days after receipt of order, or as negotiated between agency and Contractor and included in the purchase order.

AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the SLP program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the

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necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

ORDER REQUIREMENTS AND MAXIMUM ORDER LIMIT

- Unless otherwise determined by an individual ordering agency purchasing authority, no SLP order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the [List of State Departments with Approved Purchasing Authority](#).
- Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using SLP contracts. The requirements for the following bullets are in the SCM, Volume 3, (for IT): If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volume 3, Chapter 3)

- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For SLP transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (SAM 3572).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this contract.

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ORDERING PROCEDURES

1. Order Form

State departments shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing web site:

<http://www.dgs.ca.gov/osp> (select Standard Forms). The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the [Standard Form 65](#): (<http://www.osp.dgs.ca.gov/pdf/std065.pdf>)

2. Purchase Orders

All Ordering Agency purchase order documents executed under this SLP must contain the applicable SLP contract number as show on page 1.

1. State Departments:

Std. 65 Purchase Documents – State departments not transacting in FI\$Cal must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the DGS-PD website at <http://www.dgs.ca.gov/>

[pd/Forms.aspx](#) (select Standard STD Forms).

FI\$Cal Purchase Documents – State departments transacting in FI\$Cal will follow the FI\$Cal procurement and contracting procedures.

2. Local Governmental Departments:

Local governmental agencies may use their own purchase document for purchase execution.

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

3. Service and Delivery after Contract Expiration

Purchase orders must be issued before the SLP contract end term expires.

Also, purchase order amendments cannot be issued to add product and software maintenance if the SLP contract end term has expired.

CONTRACT PRICES

Contract prices for products and/or services are maximums. The ordering

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department is encouraged to negotiate lower prices.

PRODUCT AND PRICING CHANGES AND/OR UPDATES ARE NOT AUTHORIZED UNTIL REVIEWED AND APPROVED BY DGS PROCUREMENT DIVISION SOFTWARE LICENSING PROGRAM.

Said documents are to be sent to the Department of General Services (DGS) Procurement Division, Software Licensing Program, 707 Third Street, 2nd Floor, West Sacramento, CA 95605-2811, Attention SLP Unit.

CONTRACT EXTENSIONS

The initial term of this SLP contract is **3 years** and may be extended for an additional 2-years, however an amendment must be issued prior to contract end date.

NOTE: Extensions are optional and are at the discretion of the state.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the SLP, state departments shall, whenever practicable, first consider offers from small businesses that have established SLP contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when department files are reviewed.

SMALL BUSINESS/DVBE – TRACKING

State departments are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the

ordering department with the name of the small business or DVBE used and the dollar amount the ordering department can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering department can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering department with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering department how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering department towards the small business or DVBE goal; and

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- Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering department’s purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI\$CaI, Chapter 2, Section 2.E3.2.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor’s organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the SLP contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on SLP.

Category 1 - Critical Software: Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

<u>Cost</u>	<u>Installation</u>	<u>Final Bid Submission</u>
More than \$100,000	8 months	6 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

Category 2 - All Information Technology Equipment and Non-Critical Software:

Information technology equipment is defined in State Administrative Manual (SAM) § 4819.2.

<u>Cost</u>	<u>Installation</u>	<u>Final Bid Submission</u>
More than \$100,000	6 months	4 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

STATE AND LOCAL GOVERNMENTS CAN USE THE SLP

State and local government use of the SLP contracts is optional. A local government is any city, county, special district or other local governmental body or corporation, including UC, K-12 schools and community colleges,

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that is empowered to expend public funds. While the state makes this contract available, each local government agency should make its own

determination whether the SLP is consistent with their procurement policies and regulations.

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies and guidelines are applicable. THE USE OF THE SLP DOES NOT REDUCE OR RELIEVE STATE DEPARTMENTS OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into The SLP contracts. Notwithstanding this, there is no guarantee that "every" possible requirement that pertains to all the different and unique state processes has been included.

TERMINATION OF SLP CONTRACT

1. The State or Contractor may terminate this SLP Contract at any time upon 30 days prior notice.
2. Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
3. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

STATEWIDE PROCUREMENT REQUIREMENTS

Departments must carefully review and adhere to the following Procurement Requirements, such as:

- SAM Section 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Departments are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Unemployment Insurance Code Section 1088.8, state and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the contractor's Std. Form 204, Payee Data Record, in the SLP contract to determine sole proprietorship. All inquiries regarding this subject should be forwarded to EDD: Technical questions: 916/651-6945 or Information and forms: 916/657-0529.
- Annual small business and disabled veteran reports.

ETHNICITY/RACE/GENDER REPORTING REQUIREMENT

Effective July 1, 2002, in accordance with Public Contract Code 10116, state departments are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all

SOFTWARE LICENSING PROGRAM (SLP)

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awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Departments are responsible for developing their own guidelines and forms for collecting and reporting this information.

Contractor participation is voluntary.

PAYMENTS AND INVOICES

1. Payment Terms

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g. between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

3. Payee Data Record (Std. 204)

State Agencies not transacting in FI\$Cal, must obtain a copy of the Payee Data Record (Std. 204) in order to process payments. State Ordering Agencies forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State Agencies should contact the Contractor for copies of the Payee Data Record

4. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of SLP contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

5. Credit Card

Taborda Solutions accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all SLP orders to suppliers not California certified as a small business.

**SOFTWARE LICENSING PROGRAM (SLP)
Taborda Solutions
SLP-22-70-0063V**

FEDERAL DEBARMENT

When federal funds are being expended, the department is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**AMERICANS WITH DISABILITY ACT
(ADA)**

(See attachment B)

**DGS PROCUREMENT DIVISION
CONTACT AND PHONE NUMBER**

Department of General Services
Procurement Division, SLP Unit
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

Phone no.: 916/375-4365
Faxination no.: 916/376-6371

ATTACHMENT A

SLP QUARTERLY BUSINESS ACTIVITY REPORT

Company Name: _____

Reporting Calendar Year: _____

Software Publisher: _____

Reporting Quarter: Q1 (January to March)

Contract Number: _____

Q2 (April to June)

For Questions Regarding this Report: _____

Q3 (July to September)

E-mail: _____

Q4 (October to December)

Check Here if No New Orders for This Quarter

STATE GOVERNMENT AGENCY PURCHASES

State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ _____

1.25% Remitted to DGS (does not apply to CA certified Small Businesses): \$ _____

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ _____

ATTACHMENT A

SLP QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the SLP Quarterly Business Activity Report.

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1.25% Remitted to DGS** - Identify 1.25% of the total Local Government agency dollars reported for the quarter.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each SLP contract each quarter even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

ATTACHMENT B

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922 or 1-888-877-5379
TTY: 1-800-735-2929 or 1-888-877-5378
Speech-to-Speech: 1-800-854-7784

F. Presentations/Action Items – Zachary Ginder, Chair

1. **24-15:** Approve and Adopt Fiscal Year 2024/2025 Annual Budget of First 5 Riverside County Children & Families Commission - Yvonne Suarez, Assistant Director and Patricia Perez, Administrative Services Manager II

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AGENDA ITEM: 24-15

DATE OF MEETING: May 8, 2024

ACTION:

INFORMATION:

APPROVE AND ADOPT FISCAL YEAR 2024/2025 ANNUAL BUDGET OF FIRST 5 RIVERSIDE COUNTY CHILDREN & FAMILIES COMMISSION

SUMMARY OF REQUEST

Adopt the Fiscal Year (FY) 2024/2025 annual budget inclusive of Fund 25800 and Fund 25820. Budget reflects an estimate of \$33,771,933 in revenues, which includes \$5,004,800 of American Rescue Plan Act (ARPA) funds. Expenditures total \$39,921,933, which includes \$5,004,800 of ARPA funds.

BACKGROUND

In accordance with the California Children and Families Act of 1998, the Children and Families Commission for Riverside County, also known as First 5 Riverside County, is required to adopt a budget on an annual basis in support of its adopted strategic plan.

BUDGET SUMMARY

The Department proposes a balanced FY 2024/2025 Annual Budget, with a draw only from the Committed Fund Balance. Previously committed funds included in the budget are \$4 million for child care infrastructure, \$1.25 million for guaranteed income through United Way, and \$600,000 for Maternal Fetal Medicine research through RUHS. With the anticipation of declining revenue and the final year of IMPACT funding, the Department is proposing staffing reductions of vacant positions and repurposing existing positions. The Department will also absorb increased salary and benefit costs adopted by the Board of Supervisors. FY24/25 expenditures are to be covered by current-year revenue.

Revenue – Fund 25800 (\$28,767,133): Reflects a net decrease of \$501,435 from the prior fiscal year as noted below:

- *Proposition 10 & Proposition 56* – a decrease of \$474,768.
- *State of California* – a net increase of \$33,333 because First 5 Orange County's annual IMPACT Legacy budget is \$33,333 more in FY 24/25 than in FY 23/24. As

the fiscal lead for the IMPACT Legacy grant for Region 9, First 5 San Bernardino, Imperial, and Orange County’s grant budget passes through First 5 Riverside County’s budget.

- *Program Revenue* – no change from RCOE reimbursement for early childhood education-related work.
- *Reimbursement for Services* – no change from CalWORKs funding.
- *Reimbursement for Services* – no change from Department of Public Social Services funding for Family Resource Center operational support.
- *Contribution from Other County Funds* – a decrease of \$310,000. Funding from the Executive Office was one-time funding in FY24. Additional funding is not expected for FY25.
- *Interest Revenue* – an increase of \$250,000.

Salaries and Benefits – Fund 25800 (\$8,148,696): Reflects a net decrease of \$136,349 as compared to the previous fiscal year. Salaries & Benefits include an anticipated Cost of Living Adjustment (COLA) of approximately \$220,000. To account for the COLA increases coupled with the conservative estimates of declining tobacco revenue, the Department will eliminate two (2) vacant positions, maintain 65 positions with allocated funding for 60 full-time equivalents.

Operating Expenditures – Fund 25800 (\$2,653,419): A net decrease of \$104,925 from the prior fiscal year is primarily due to operational savings.

Contracts – Fund 25800 (\$24,115,018): Reflects a net increase of approximately \$4.5 million from the prior fiscal year. Approximately, \$7.7M (30%) of the contract allocation is supported by reimbursement of external funding. Additionally, \$6.15M (24%) is allocated from the previously approved Committed Fund Balance. The remaining \$11.4M (46%) will be covered by current revenue.

Partner Agency contracts are allocated in the following strategic plan goal areas:

Strategic Goal Areas	Contract Allocation
Quality Early Learning	\$ 11,923,484
Comprehensive Health & Development	10,221,186
Resilient Families	1,052,392
Countywide (Admin/Eval/Countywide Programs)	917,956
Total	\$ 24,115,018

Capital Expenditures – Fund 25800 (\$0): Reflects a \$800,000 decrease from the prior fiscal year.

AMERICAN RESCUE PLAN ACT (ARPA) FUND – 25820

The Board of Supervisors (BOS) allocated a total of \$23 million of ARPA funds (25820) in 2021 and 2023 for the Early Care & Education Recovery Fund. The department has

oversight of the funds in support of wage enhancement for the ECE workforce, recruitment of ECE businesses to provide subsidized care for children, and child care infrastructure. As noted in Attachment 3, the ARPA fund (25820) budget has been adjusted to reflect prior year spending. Revenues for FY24/25 are budgeted at \$5 million and expenditures at \$5 million for child care infrastructure projects. Adjustments will be made, if necessary, to reflect actuals.

RECOMMENDED ACTION

That the Commission:

1. Adopt the FY 2024/25 Budget (Funds 25800 and 25820) as proposed.
2. Authorize the Executive Director or Designee to:
 - a. Expend funds for the line items specified by a specific vendor under the Operational Expense section of this budget (excluding Operational Contracts). Requisitions or purchases at or above the \$50,000 authority limit associated with these items are referenced below. Office reconfiguration projects will be commissioned from either vendor depending upon availability but will not exceed the total amount; and

Vendor - Description	Total
First 5 Association - Membership Dues & Policy Fund	\$50,000
Total Plan and/or GM Business Interiors - Office Reconfigurations	\$100,000
Lakeshore - Parent Engagement Incentive Materials & QSRC Training Materials	\$50,000
Discount School Supply - Parent Engagement Incentive Materials & QSRC Training Materials	\$50,000
CM Supply - Parent Engagement Incentive Materials & QSRC Training Materials	\$50,000

- b. Execute documents and coordinate appropriate actions to expend funds in accordance with established Commission policy and as set forth in the attached budget.

BUDGET IMPACT

Not applicable

POTENTIAL CONFLICTS OF INTEREST

None known

ATTACHMENTS

1. FY 2024/2025 Budget Summary Combined Funds
2. FY 2024/2025 Budget Summary Prop 10 Fund 25800
3. FY 2024/2025 Budget Summary ARPA Fund 25820
4. FY 2024/2025 Budget Infographic – Numbers at a Glance

**Riverside County Children & Families Commission
FY 24/25 PROPOSED BUDGET - COMBINED FUNDS SUMMARY**

	<i>Fund: 25800</i>	<i>Fund: 25820</i>	
	PROP 10	ARPA	Combined Total
Revenue	\$ 28,767,133	\$ 5,004,800	\$ 33,771,933
Approp 1 (Salaries & Benefits)	\$ 8,148,696	\$ -	\$ 8,148,696
Approp 2 (Operational Expenses)	\$ 2,653,419	\$ 4,800	\$ 2,658,219
Sub Total	\$ 10,802,115	\$ 4,800	\$ 10,806,915
Approp 2 Contracts/MOUs Only	\$ 24,115,018	\$ 5,000,000	\$ 29,115,018
Approp 4 - Capital Assets	\$ -	\$ -	
TOTAL APPROPRIATIONS	\$ 34,917,133	\$ 5,004,800	\$ 39,921,933
TOTAL REVENUE	\$ 28,767,133	\$ 5,004,800	\$ 33,771,933
Variance (Proposed Committed Fund Balance Draw)	\$ 6,150,000	\$ -	\$ 6,150,000

Riverside County Children & Families Commission
FY 2024-2025
First 5 Riverside County Budget Summary

938001-25800 (CFARC)

DESCRIPTION	ACCOUNT	REVISED FY 23/24 BUDGET	FY 24/25 BUDGET
REVENUE			
Interest-Invested Funds	740020	350,000	600,000
CA - Tobacco Prop 10	754000	13,074,768	12,450,000
CA - Prop 56 Tobacco Act 2016	754020	3,500,000	3,650,000
F5CA (IMPACT, DLL, HV)	755870	3,966,793	4,000,126
Reimbursement for Services - (CalWORKs)	777520	5,292,507	5,292,507
Reimbursement for Salaries - (FRCs)	777540	2,599,500	2,599,500
Program Revenue	781480	175,000	175,000
Contribution From Other County Funds	790600	310,000	-
TOTAL REVENUE		\$ 29,268,568	\$ 28,767,133
APPROP 1 - Salaries and Benefits	51xxxx	8,285,045	8,148,696
APPROP 2 - Services and Supplies	52xxxx	2,758,344	2,653,419
SUBTOTAL		\$ 11,043,389	\$ 10,802,115
APPROP 2 - Contracts and MOUs	525440/527980	19,600,000	24,115,018
TOTAL CONTRACTS AND MOUs		\$ 19,600,000	\$ 24,115,018
APPROP 4 - Capital Assets	542060	800,000	-
TOTAL CAPITAL ASSETS		\$ 800,000	\$ -
TOTAL APPROPRIATIONS		\$ 31,443,389	\$ 34,917,133
TOTAL REVENUES		\$ 29,268,568	\$ 28,767,133
VARIANCE		\$ (2,174,821)	\$ -
COMMITTED FUND BALANCE DRAW (previously approved by the Commission)			\$ (6,150,000)

Riverside County Children & Families Commission
FY 2024-2025
First 5 Riverside County Budget Summary

938001-25820 (ARPA Fund)

DESCRIPTION	ACCOUNT	FY 23/24 BUDGET	FY 24/25 BUDGET
REVENUE			
Fed-American Rescue Plan Act	763520	10,000,000	5,004,800
TOTAL REVENUE		\$ 10,000,000	\$ 5,004,800
Special Program Expense	527780	5,000,000	4,800
Contracts	527980	5,000,000	5,000,000
TOTAL EXPENDITURES		\$ 10,000,000	\$ 5,004,800
VARIANCE		\$ -	\$ -



CHILDREN AND FAMILIES COMMISSION-FIRST 5

Tammi Graham, Executive Director
 first5riverside.org

NUMBERS AT A GLANCE

\$39,921,933

FY 2024/25 BUDGET

REVENUES



\$20.1M STATE FUNDS

\$5.0M FEDERAL FUNDS

\$8.0M CHARGES FOR
 CURRENT SERVICES

\$600k REVENUE FROM THE
 USE OF MONEY &
 PROPERTY

EXPENDITURES



\$39.9M
 SERVICES & SUPPLIES



\$8.1M
 SALARIES & BENEFITS

2. **24-16:** Approve, Ratify and Amend Contract Template with Loma Linda University Children's Hospital for Help Me Grow Inland Empire (HMGIE) from July 1, 2023 - June 30, 2025 (**CONTRACT NO. CF24126**) [**\$1,128,762 - PROP 10 FUNDS**] - Charna Widby, Deputy Director **89**





AGENDA ITEM: 24-16
DATE OF MEETING: May 8, 2024
ACTION:
INFORMATION:

**APPROVE, RATIFY AND AMEND CONTRACT TEMPLATE
WITH LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL
FOR HELP ME GROW INLAND EMPIRE (CONTRACT NO. CF24126)
FROM JULY 1, 2023, TO JUNE 30, 2025
[\$1,128,762 – PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve, ratify, and amend contract template (Contract No CF24126) with Loma Linda University Children's Hospital (LLUCH) for an amount not to exceed \$1,128,762, effective July 1, 2023 – June 30, 2025, for the Help Me Grow Inland Empire (HMG-IE) initiative to continue efforts for full implementation and focused strategies for funding sustainability.

BACKGROUND

Commission approved and ratified the initial contract CF24126 on July 17, 2023 (AI 23-32), which included the standard contract template. Upon subsequent routing of signatures with Loma Linda University Children's Hospital, staff received a request to revise several sections of the Commission approved template. All but one edit remained substantially in the same form as the approved template.

For the Commission's discretionary consideration is the removal of the language naming the County as "additional insured" from Section 33, Insurance – Commercial General Liability. Both LLUCH and the County of Riverside are self-insured. The regional system platform provided for this initiative poses a limited liability exposure as LLUCH has been partners with First 5 Riverside County since 2017.

Over the next two years, HMG-IE will register at least 10,000 total new children (with equal populations as possible between Riverside and San Bernardino counties) into HMG-IE portal. LLUCH will also continue to serve children referred to Access Center for a total service delivery goal of serving 15,000 children between both counties.

The Commission has invested in the development and implementation of Help Me Grow Inland Empire through a regional approach with First 5 San Bernardino. LLUCH continues to work closely with both First 5 Riverside County and First 5 San Bernardino focused on achieving regional early identification and intervention in support of both counties' whole child health goals.

HELP ME GROW MODEL

“Help Me Grow Inland Empire” (HMG-IE) is not a direct service program, but rather a dual county systems approach to a comprehensive integrated process for ensuring developmental promotion, early identification, referral, and linkage in Riverside and San County. The model of HMG reflects a national set of best practices for designing and implementing a system that can optimally meet the needs of young children and families.

RECOMMENDED ACTION:

That the Commission:

1. Approve and Ratify Amendment (Contract No. CF24126) with Loma Linda University Children’s Hospital for an amount not to exceed \$1,128,762, effective July 1, 2023 – June 30, 2025, for the Help Me Grow Inland Empire program in substantially the same form as the draft Contract No. CF24126 attached hereto and authorize the Executive Director to sign the contract on behalf of the Commission, subject to County Counsel approval as to form; and
2. Authorize the Executive Director, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of Contract No. CF24126, on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract and if necessary, including no-cost extension to extend the project period, 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 Area 2: Comprehensive Health and Development (92945)

POTENTIAL CONFLICTS OF INTEREST

Commission Chair, Zachary Ginder. Executive Director Inland Empire Autism Assessment Center of Excellence-Assessment partner and contract negotiator.

ATTACHMENTS

1. CF24126 A0-LLU-HMGIE

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

RCCFC AWARD: **CF24126**

CONTRACTOR: **Loma Linda University Children’s Hospital**

CONTRACT TERM: **7/1/2023 – 6/30/2025**

MAXIMUM REIMBURSABLE AMOUNT: **\$1,128,762**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed **\$1,128,762**.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the “Contract”) shall not exceed **\$1,128,762** as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the “COMMISSION” or “COUNTY”), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10, to provide services and results as set forth in Attachments A, B, C, D and E attached hereto as incorporated herein by reference, subject to the following terms and conditions:

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

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Tammi Graham, Executive Director	Peter Baker, Sr. VP / Administrator and Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	11234 Anderson Street, CH 1816 Loma Linda, CA 92354
APPROVED AS TO FORM SIGNATURE: 	ATTEST SIGNATURE:
Kristine Bell-Valdez Supervising Deputy County Counsel	Lynn M. Stephens Executive Assistant IV
Date Signed:	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

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Terms and Conditions

1. NOTICES

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

COMMISSION:

Tammi Graham, Executive Director
First 5 Riverside County
585 Technology Court
Riverside, CA 92501

CONTRACTOR:

Peter Baker, Sr. VP / Administrator
11234 Anderson Street, CH 1816
Loma Linda, CA 92354

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

2. SOURCE AND SCOPE OF CONTRACT

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

3. DEFINITIONS

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

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

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

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

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

Executive Director: The designated lead director of the Commission.

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

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

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

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

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

4. TERM

The term of this Contract shall be from **7/1/2023** through **6/30/2025** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

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

6. TERMINATION

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

1. Termination for cause:

- a. Due to Default or Breach of Contract.** Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the COMMISSION may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COMMISSION provides CONTRACTOR the opportunity to cure breach within twenty (20) business days of receipt of notice, and CONTRACTOR does so to COMMISSION'S satisfaction.
- b. Due to Health and Safety Concerns of Clients.** The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract may also be immediately terminated at the sole discretion of the COMMISSION if the CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.
- c. Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no

further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

- d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.
- e. **Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

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

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

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

8. DATA MANAGEMENT

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

9. SCOPE OF WORK (SOW)

A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative

and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.

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

10. REIMBURSEMENT OF COSTS

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

- A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.
- B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S

Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

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

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

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

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

B. Program Reporting

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

C. Monthly Reporting

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

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

D. Quarterly and Annual Reporting

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

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

- QUARTER 1 (July 1 – September 30): Report Due October 20
- QUARTER 2 (October 1 – December 31): Report Due January 20
- QUARTER 3 (January 1 – March 31): Report Due April 20
- QUARTER 4 (April 1 – June 30): Report Due July 11 (Final Cumulative Program Progress Report), Quarter 4 due date may be modified by COMMISSION as necessary to meet County and/or State reporting deadlines.

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. The first quarterly report is due October 20th of the current fiscal year.

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

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

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

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

13. COMMISSION FISCAL REQUIREMENTS

A. Budget Revisions

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

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

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

B. Amendments

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

C. Cost Allocation Plan

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

A CAP is defined as a written summarization that documents the methods and procedures CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair share, of the total costs. The CONTRACTOR must have a method of identifying and distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

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

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

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.
2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.
3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

E. Revenues Received

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

F. Payroll Taxes

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

G. Payor of Last Resort

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

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

14. CONTRACTOR AUDIT REQUIREMENTS

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

applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

- A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars (\$1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars (\$1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.
- B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.
- C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars (\$1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

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

- A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.
- B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the

COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

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

18. CONDUCT OF BUSINESS

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

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

such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

- J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.
- K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

19. RECORDS MANAGEMENT AND MAINTENANCE

- A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.
- B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.
- C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:

- a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and
 - b. Submission of the Program Progress Report on a quarterly basis.
- D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.
 - E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).
 - F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.
 - G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

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

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

- A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.
- B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.
- C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.
- D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

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

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

- A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may

not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.

- B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.
- C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:
 - 1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 - 2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and
 - 4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.
- D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.
- E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.
- F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

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

“Made possible by funding from First 5 Riverside County”

"Funded by First 5 Riverside County"

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

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

"Financiado por Primeros 5 Riverside County"

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

"Funded in part by First 5 Riverside County"

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

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

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

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

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

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

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

26. WORK PRODUCT

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

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

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

27. NON-DISCRIMINATION

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

28. CHILD ABUSE REPORTING

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

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

29. DEPARTMENT OF JUSTICE CLEARANCE

CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

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

30. ADULT AND ELDER ABUSE REPORTING

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

31. INDEPENDENT CONTRACTOR

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

32. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless COMMISSION, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives (individually and collectively hereinafter referred to in this section as the "COUNTY") from any liability whatsoever, based or asserted upon any services of CONTRACTOR, resulting from negligent acts, errors or omissions of CONTRACTOR, its officers, employees, subcontractors, agents or representatives while performing its duties under this Contract. CONTRACTOR shall defend the COUNTY at CONTRACTOR'S sole expense in any claim or action based upon such alleged acts or omissions.

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

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

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

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

- A. If CONTRACTOR is a public entity, as defined by applicable law, the COMMISSION and CONTRACTOR, to the extent that liability may be imposed on the COMMISSION by the provisions of Government Code Section 895.2, shall be liable for acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either the COMMISSION or CONTRACTOR'S, employees or representatives, performance or omission of any act or responsibility of either party under this Contract. In the event that a claim is made against both the COMMISSION and CONTRACTOR, both parties shall cooperate in the defense of said claim and to cause insurers to do likewise.
- B. CONTRACTOR agrees to indemnify the COMMISSION for all federal/state withholding or state retirement payments, which the COMMISSION may be required to make by the federal or state government as a result of this Contract. If for any reason, CONTRACTOR is

determined not to be an independent contractor to the COMMISSION in carrying out the terms of the Contract, such indemnification shall be paid in full to the COMMISSION upon sixty (60) calendar days written notice to CONTRACTOR if a federal and/or state determination is made that such payment is required.

33. INSURANCE

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

Workers' Compensation:

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

Commercial General Liability:

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

Vehicle Liability:

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

Professional Liability Insurance:

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

General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY'S Risk Manager waives a requirement or a particular insurer, such waiver is only valid for that specific insurer and only for one (1) policy term.
2. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds five hundred thousand dollars (\$500,000) per occurrence such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the COUNTY and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention with respect to this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY with a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, 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) business days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR'S insurance carrier(s) policies does not meet the minimum notice of requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a thirty (30) day Notice of Cancellation Endorsement.
4. In the event of a material modification, cancellation, expiration or reduction in coverage, this Contract shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsement and if requested, certified original policies of insurance including all endorsements and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
5. It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
6. If during the term of this Contract or any extension thereof there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the SOW; or this Contract, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverage currently required herein, if in the COUNTY Risk Manager's reasonable judgment the amount or type of insurance carried by the CONTRACTOR has become inadequate.
7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.

8. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. CONTRACTOR agrees to immediately notify COUNTY in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

Adjustment and/or Waiver of Requirements:

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

34. ASSIGNMENT

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

35. ALTERATION AND/OR AMENDMENT

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

36. CONFLICT OF INTEREST

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

37. WAIVER AND SEVERABILITY

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

38. DISALLOWANCE

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

39. OFFICIAL DOCUMENTS

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

40. ENTIRE CONTRACT

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

41. NONEXCLUSIVE CONTRACT

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

42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT

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

43. COMPLIANCE WITH LAW

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

44. CONFLICTS IN INTERPRETATION

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

45. COUNTERPARTS

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

of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

ATTACHMENT A: SCOPE OF WORK

Contractor: Loma Linda University Children's Hospital

Program: Help Me Grow - Inland Empire

Contract #: CF24126

Term: 7/1/2023 – 6/30/2025

Program Description:

The Help Me Grow Inland Empire (HMGIE) program screened 5,748 children for developmental and social determinants of health needs and the Access Center served 2,458 children in calendar year 2022 and is on-track to exceed those numbers as the HMGIE community-facing provider and parent platform goes live this Spring of 2023. While the path to developing the platform over the last contracts required an investment of time and development, the return on that investment is about to allow our region to begin to scale regional screening, early identification, and intervention and increased provider connectedness on behalf of children ages 0-5 across both San Bernardino and Riverside Counties. There have been significant milestones in this 5-year journey: achieving full program status by Help Me Grow National office, standing up the Access Center, and launching the screening of children in 3 major health systems and pilot community providers using an interim system, and baseline data in 2021 and 2022 with robust reports to HMG national, and launching and onboarding sites onto the platform in Spring of FY22/23.

Contractor's scope of work fulfills the regional promise to achieve regional early identification and intervention in support of First 5 San Bernardino (F5SB) and First 5 Riverside County's (F5RC) whole child and children's health goals as identified in their respective strategic plans. The power of regional collaboration is about to be realized and achieved through the launch of the HMGIE Platform, and the combined budget and scope of work with allocations to each county allows for the continued, united, and aligned partnership to run a regional HMG in the Inland Empire. This scope of work and budget requests approximately a \$1.12 million investment from both F5SB and F5RC in fiscal years FY23/24 and FY24/25.

During these two years, HMGIE will register at least 10,000 total new children (with equal populations as possible between San Bernardino & Riverside Counties) into the HMGIE Portal by June 30, 2025, while continuing to serve the children referred to Access Center for a total service delivery goal of serving 15,000 children between San Bernardino and Riverside Counties by the end of the contract. At the time of this SOW, California has approximately 32,000 families being served by Help Me Grow programs across the state, according to the Help Me Grow National Office.

HMGIE is poised, over the next two years, to raise the total number of children served by routine screening in the State of California by 15,000 children.



Expectations	The primary goal of HMGIE program in FY 24-25 is to implement the HMGIE platform and to onboard Early Child Education and some clinic sites to increase screening, link providers, provide Access Center parent support services, and to inform care coordination and provider linkages to community supports, and support regional system building. The secondary goal of the program is to improve upon the Access Center service delivery model and family and community outcomes to deliver a best practice, best-in-class Help Me Grow program, guided by national standards that assists in HMGIE being a state and national best model for regional collaboration.				
Outcomes	Over the next two years, HMGIE will register at least 10,000 total new children (with equal populations as possible between SB & Riverside Counties) into HMGIE Portal by FY June 2025 while continuing to serve the children referred to Access Center for a total service delivery goal of serving 15,000 children between San Bernardino and Riverside Counties by the end-of FY 25 (June of 2025).				
Objective Goal/Measure	Activity/Description	Activity Dosage/Frequency	Reporting Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
1.1 Implement the HMGIE Platform and register children in ECE’s and in independent physician practice sites ages 0-5 in San Bernardino and Riverside Counties onto the platform.	<p>1.1a Engage, onboard sites, and mentor HMGIE adoption of Early Child Educators: pre-schools, childcare centers, home-based care providers and Quality Start providers to provide ECE an electronic screening & referral solution.</p> <p>1.1b Engage, onboard, and mentor the HMGIE adoption of independent pediatric clinic practices that currently lack electronic access to systems linkage to screening & referral.</p>	<p>Meet or exceed targets by close of fiscal: FY 24: At least 5,000 new children have been registered in portal, or approximately 4.9% of children ages 0-5* FY 25: At least 5,000 new children have been registered in the platform or 9.8% of children ages 0-5* *Population Children Under 5 in both counties is N=306,243 (2020 Census)</p>	<p>July – Sept due by October 15th Oct – Dec due by January 15th Jan – Mar due by April 15th April – June due by July 15th Summary of Full Fiscal Year by August 15th</p>	<p>HMGIE Quarterly Dashboards Report (Dashboards will be standardized and data fields finalized in July/Aug with both First 5’s approval) See 4.1</p>	

	<p>1.1c Ensure the LLUH EPIC-hosted health system's screening efforts and community screening efforts are aligned with clear data reporting.</p>				
<p>1.2 Screening & Identification: Increase the number of children screened for developmental delay, social emotional developmental delay and SDOH needs year-over-year.</p>	<p>1.2a Test if support sites in the platform can achieve registering at least 80% of their child population registered and parents at 20% screenings completion and determine a prevalence rate developmental risk for children screened to establish best practice thresholds and targets for future modeling.</p> <p>1.2b Ensure providers refer children who score at monitor or concern are referred to HMGIE for parent education, coaching, and to ensure closed-loop communication with providers on HMGIE services and developmental safety net.</p>		<p>July – Sept due by October 15th Oct – Dec due by January 15th Jan – Mar due by April 15th</p> <p>April – June due by July 15th</p> <p>Summary of Full Fiscal Year by August 15th</p>	<p>HMGIE Quarterly Dashboards Report</p>	

<p>1.2 System-Building: Establish referral triage, coordination, and bi-directional communication best practices use of the system between providers sites, agencies, and enterprise partners to increase system-building and care coordination in the region.</p>	<p>1.2a Create regional referral protocols for developmental screening to guide consistency in provider and agency decision-making to maximize efficiency between systems and decrease duplication of efforts.</p> <p>1.2b Identify gaps or duplication between providers and identify to First 5 to work through use of the Platform to standardize referral patterns, where possible.</p>	<p>Ongoing</p>	<p>Quarterly: October 15th January 15th April 15th July 15th</p>		<p>Quarterly Written Program Progress Report with the following sections: Accomplishments, Challenges, Identified Gaps in Care Learning/Advising to First 5's on partner/provider system issues and collaborations; Feasibility/Sustainability Discussions</p>
<p>1.3 Intervention & Connect Providers to the community Resources to best support families.</p>	<p>1.3a Provide children & families referred by providers in the platform connection to community resources: measure resourcing trends & report on a 75% (baseline 2022) family success rates at accessing resources for cases of known outcomes (HMG National benchmark).</p> <p>1.3b Close-the-loop with providers by communicating services provided to patients referred (through the portal).</p>	<p>Daily, ongoing, summarized in dashboard</p>	<p>July – Sept due by October 15th Oct – Dec due by January 15th Jan – Mar due by April 15th</p> <p>April – June due by July 15th</p> <p>Summary of Full Fiscal Year by August 15th</p>	<p>HMGIE Quarterly Dashboards Report</p>	

<p>1.4 Embark on a sustainability and feasibility review: Investigate the needs of health system and other county partners to continue to evolve the model.</p>	<p>1.4a Study the scale, cost, and service projections and to inform subscription or partner investment models for sustainability with First 5 consultants</p>	<p>Ongoing</p>	<p>Quarterly: October 15th January 15th April 15th July 15th</p>		<p>Quarterly Written Program Progress Report with the following sections: Accomplishments, Challenges, Identified Gaps in Care Learning/Advising to First 5's on partner/provider system issues and collaborations; Feasibility/Sustainability Discussions</p>
<p>2.1 Service Delivery – Build on Access Center operations to create a regional “best practice” model for providing parents developmental screening follow-up, education, navigational supports to all systems of care, and resourcing SDOH needs of families.</p>	<p>2.1a Provide developmental education, screening results, and SDOH resourcing services to parents through follow-up on referrals. 2.1b Define and outline the unique expertise of HMGIE Access Center to refine the model and set clear expectations with providers to streamline referrals and educate on services provided, and close-loop communications through Platform.</p>	<p>Daily, ongoing, summarized in dashboard.</p>	<p>July – Sept due by October 15th Oct – Dec due by January 15th Jan – Mar due by April 15th April – June due by July 15th Summary of Full Fiscal Year by August 15th</p>	<p>HMGIE Quarterly Dashboards Report</p>	

<p>2.2 Increase the number of referrals or calls to Access Center.</p>	<p>2.2a Maintain Access Center phone line and website.</p> <p>2.2b Track new referrals per day/month for data trending to determine the percentage of completed screenings that result in referrals to Access Center.</p> <p>2.2c Increase number of families served over baseline of (2,458 unique children in calendar year 2022) and determine a screening to referral ratio for future modeling.</p>	<p>Daily, ongoing services provided to families Mon-Fri, 8am-5pm, summarized in dashboard.</p>	<p>July – Sept due by October 15th Oct – Dec due by January 15th Jan – Mar due by April 15th</p> <p>April – June due by July 15th Summary of Full Fiscal Year by August 15th</p>	<p>HMGIE Quarterly Dashboards Report</p>	
<p>3.1 Design and Implement an effective regional, two-county advertising and social media campaign resource to act as parent education and outreach, as well as raise awareness of HMGIE.</p>	<p>3.1a Work through First 5 PR representatives to provide HMG Marketing materials to the First 5's to help to build parent engagement on social media with HMG developmental screening information.</p>	<p>Ongoing</p>	<p>Include Marketing Updates in January and July reporting.</p> <p>July – Sept due by October 15th Oct – Dec due by January 15th</p> <p>Jan – Mar due by April 15th</p> <p>April – June due by July 15th</p> <p>Summary of Full Fiscal Year by August 15th</p>	<p>HMGIE Quarterly Dashboards Report</p>	<p>Quarterly Written Program Progress Report with the following sections: Accomplishments, Challenges, Identified Gaps in Care Learning/Advising to First 5's on partner/provider system issues and collaborations; Feasibility/Sustainability Discussions</p>

<p>3.2 Community Outreach</p>	<p>3.2a Provide community outreach & Networking with “HMGIE comes to you:” developmental screening education and mentoring parent completion of screenings at a minimum of three site visits per month (12 total) and inform providers in both counties of</p>	<p>Developmental screening education/in-services at 6/month.</p>	<p>Include Outreach Updates in January and July reporting.</p> <p>July – Sept due by October 15th Oct – Dec due by January 15th Jan – Mar due by April 15th</p> <p>April – June due by July 15th Summary of Full Fiscal Year by August 15th</p>		<p>Quarterly Written Program Progress Report with the following sections: Accomplishments, Challenges, Identified Gaps in Care Learning/Advising to First 5’s on partner/provider system issues and collaborations; Feasibility/Sustainability Discussions.</p>
<p>4.1 Utilize and streamline data to guide system implementation.</p>	<p>4.1a Utilize population data and research as necessary to identify gaps or disparities and better guide implementation, priority sites for onboarding, and population of children for screening and resourcing.</p> <p>4.2b Achieve First 5 approval of dashboard reports by August 15th, 2023.</p>		<p>Dashboard templates and data fields approved by August 15th, 2023 for FY 24 and August, 15th 2024 for FY 25.</p>	<p>HMGIE Quarterly Dashboards Report</p>	

<p>4.2 Provide data analytics and reporting.</p>	<p>4.2a Provide First 5 standardized quarterly and annual data reports with a data definition methodology that reports aggregate population registered, demographics (based on Fidelity report), and screening data.</p> <p>4.2b Track activity by sites using in HMGIE and provide data governance/advising to First 5 on attributing to partners.</p> <p>4.2c Ensure the timely submission of the HMG National Fidelity Report.</p>	<p>Ongoing</p>	<p>Final Reports due by September 15th</p>	<p>Final Dashboards of Full Fiscal Year published by August 15th.</p> <p>Help Me Grow National Reports data due: March – 12 month of Calendar Year August – 6 month “mini”</p>	<p>Digital Annual Report by September 15th every fiscal year.</p>
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ATTACHMENT B: BUDGET

Contract Number: CF24126
Budget Start Date: 7/1/2023
Budget End Date: 6/30/2025
Total Amount: \$1,128,762

Contract Budget				
Category	Description	Total	FY23/24	FY24/25
Salaries	Salaries	\$ 680,980	\$ 334,236	\$ 346,744
Benefits	Benefits	\$ 238,343	\$ 116,982	\$ 121,361
Operational Cost	Rent/Lease Building	\$ 21,324	\$ 10,662	\$ 10,662
Operational Cost	Utilities	\$ 8,500	\$ 4,250	\$ 4,250
Operational Cost	Mileage	\$ 5,000	\$ 2,500	\$ 2,500
Operational Cost	Office Supplies	\$ 1,000	\$ 500	\$ 500
Operational Cost	Office Equipment	\$ 6,000	\$ 3,000	\$ 3,000
Operational Cost	Printing	\$ 5,000	\$ 2,500	\$ 2,500
Subcontractors	IT/Licences	\$ 50,000	\$ 25,000	\$ 25,000
Subcontractors	Marketing & Outreach	\$ 10,000	\$ 5,000	\$ 5,000
Subtotal		\$ 1,026,147	\$ 504,630	\$ 521,517
Indirect Cost	10% of Total Cost	\$ 102,615	\$ 50,463	\$ 52,152
Total		\$ 1,128,762	\$ 555,093	\$ 573,669

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **\$1,128,762** for the duration of the Contract period as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

CONTRACT PERIOD: **7/1/2023 – 6/30/2025**

1. Method, Time, and Schedule Conditions of Payment

- a. The COMMISSION will disburse funds on a reimbursement payment process based on the Contract Budget (Attachment "B") amount for the applicable fiscal year and monthly report submissions. Payment will be rendered thirty (30) business days from submission of all required documentation and/or the reporting deadline.
- b. Disbursement of any payment of funds to CONTRACTOR shall be made so long as all of the following conditions have been met:
 1. The Contract has been approved by the COMMISSION;
 2. The Contract has been fully executed by all parties;
 3. All applicable licenses to comply with the terms of the SOW are current and valid; and
 4. The CONTRACTOR submits monthly itemized invoices, via the data management system to include the supporting documentation separated by a cover sheet in front of each expense category. Documentation shall include; payroll register or report, time & activity report and/or, timesheets, statement of costs, copy of invoice or receipt, mileage report(s), copy of check(s) or proof of payment; and
 5. COMMISSION staff has reviewed and approved Cost Allocation Plan (if applicable).
- c. Under special circumstances, CONTRACTOR may request advance disbursements. A supplemental disbursement request along with justification must be submitted, in writing, to the Executive Director or designee.
- d. The COMMISSION Executive Director, or designee, reserves the right to withhold or reduce disbursement of funds if CONTRACTOR fails to 1) comply with monthly and/or quarterly reports by the indicated due date as set forth in Section 11 of the Contract; 2) if results achieved are not as projected and no COMMISSION approved plan is in place for improvement; or 3) if the CONTRACTOR is not in compliance with any provision contained within this Contract.
- e. The final funding period amount approved for the applicable fiscal year will be paid based on final expenditures as of June 30th, 2025 and reported as of the final deadline to submit program expenditures defined in Section 11. Fiscal and Program Reporting Requirements, A. Fiscal Reporting. Expenditures made after June 30th will not be accepted.

2. Allowable Costs

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

- a. Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the COMMISSION. CONTRACTOR agrees COMMISSION may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary, or which exceeded the fair market value. The

- recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.
- b. The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food are based on the current IRS allowable rate.
 - c. Contractor shall obtain approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by COMMISSION management.

ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY

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

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

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

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

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

ATTACHMENT E: BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the 'Addendum') supplements and is made part of (Contract CF24126 'Contract') between the RCCFC and Loma Linda University Children's Hospital ('CONTRACTOR') and shall be effective as of the date the Contract is approved by both Parties (the 'Effective Date').

RECITALS

WHEREAS, the RCCFC and CONTRACTOR entered into the Contract pursuant to which the CONTRACTOR provides services to the RCCFC, and in conjunction with the provision of such services certain protected health information ('PHI') and/or certain electronic protected health information ('ePHI') may be created by or made available to CONTRACTOR for the purposes of carrying out its obligations under the Contract; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ('HIPAA'), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ('HITECH') of the American Recovery and Reinvestment Act of 2009, Public Law 111- 005 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Contract; and,

WHEREAS, the RCCFC is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent the RCCFC discloses PHI and/or ePHI to CONTRACTOR or CONTRACTOR creates, receives, maintains, transmits, or has access to PHI and/or ePHI of the RCCFC, CONTRACTOR is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Definitions. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

'Breach' when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification.

The unauthorized person who used the PHI or to whom the disclosure was made;

Whether the PHI was actually acquired or viewed; and,

The extent to which the risk to the PHI has been mitigated.

Breach excludes:

Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which the RCCFC participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

'Business associate' has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.

'Data aggregation' has the meaning given such term in 45 CFR §164.501.

'Designated record set' as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

'Electronic protected health information' ('ePHI') as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

'Electronic health record' means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

'Health care operations' has the meaning given such term in 45 CFR §164.501.

'Individual' as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

'Person' as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

'Privacy Rule' means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.

'Protected health information' ('PHI') has the meaning given such term in 45 CFR §160.103, which includes ePHI.

'Required by law' has the meaning given such term in 45 CFR §164.103.

'Secretary' means the Secretary of the U.S. Department of Health and Human Services 22 ('HHS').

'Security incident' as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

'Security Rule' means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.

'Subcontractor' as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

'Unsecured protected health information' and 'unsecured PHI' as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

Scope of Use and Disclosure by CONTRACTOR of the RCCFC's PHI and/or ePHI.

Except as otherwise provided in this Addendum, CONTRACTOR may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of CONTRACTOR under the Contract or to perform functions, activities or services for, or on behalf of, the RCCFC as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), CONTRACTOR may:

- Use PHI and/or ePHI if necessary for CONTRACTOR'S proper management and administration and to carry out its legal responsibilities; and,

- Disclose PHI and/or ePHI for the purpose of CONTRACTOR'S proper management and administration or to carry out its legal responsibilities, only if:

 - The disclosure is required by law; or,

 - CONTRACTOR obtains reasonable assurances, in writing, from the person to whom CONTRACTOR will disclose such PHI and/or ePHI that the person will:

 - Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which CONTRACTOR disclosed it to the person, or as required by law; and,

 - Notify CONTRACTOR of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

 - Use PHI to provide data aggregation services relating to the health care operations of the RCCFC pursuant to the Contract or as requested by the RCCFC; and,

 - De-identify all PHI and/or ePHI of the RCCFC received by CONTRACTOR under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.

Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

Prohibited Uses and Disclosures.

CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Contract or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from the RCCFC.

CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from the RCCFC or from another business associate of the RCCFC, except as permitted or required by this Addendum, or as required by law.

CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the RCCFC would be prohibited from making.

CONTRACTOR shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

Not to use or disclose PHI for fundraising, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;

Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);

Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Contract and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by the RCCFC to CONTRACTOR for services provided pursuant to the Contract.

Obligations of the RCCFC.

The RCCFC agrees to make its best efforts to notify CONTRACTOR promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by the RCCFC that may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI and/or ePHI.

The RCCFC agrees not to request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

The RCCFC agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its obligations under this Addendum and/or Contract.

Obligations of CONTRACTOR.

In connection with the use or disclosure of PHI and/or ePHI, CONTRACTOR agrees to:

Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to business associates in HITECH, as may be amended from time to time.

Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. CONTRACTOR shall promptly notify the RCCFC if CONTRACTOR is required by law to disclose PHI and/or ePHI.

Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

Mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.

Report to the RCCFC any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the CONTRACTOR agree through contract to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

Make available to the RCCFC, the Secretary, in the time and manner designated by the RCCFC or Secretary, CONTRACTOR'S internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the RCCFC or created or received by CONTRACTOR on behalf of the RCCFC, for purposes of determining, investigating or auditing CONTRACTOR'S and/or the RCCFC's compliance with the Privacy Rule.

Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).

Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which CONTRACTOR shall promptly notify the RCCFC upon CONTRACTOR'S receipt of such request from a third party.

Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by the County of Riverside), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by the RCCFC.

Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

Comply with the requirements of the Privacy Rule that apply to the RCCFC to the extent CONTRACTOR is to carry out the RCCFC's obligations under the Privacy Rule.

Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.

Access to PHI, Amendment and Disclosure Accounting.

CONTRACTOR agrees to:

Access to PHI, including ePHI. Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within fifteen (15) business days of request from the RCCFC, to satisfy the requirements of 45 CFR §164.524.

Amendment of PHI. Make PHI available for amendment and incorporate amendments to PHI in a designated record set the RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR §164.526.

Accounting of disclosures of PHI and electronic health record. Assist the RCCFC to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if CONTRACTOR uses or maintains electronic health records. CONTRACTOR shall:

Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

Within fifteen (15) days of receiving a written request from the RCCFC, provide to the RCCFC or any individual as directed by the RCCFC information collected in accordance with this section to permit the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

Make available for the RCCFC information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

Security of ePHI.

In the event the RCCFC discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the RCCFC ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that CONTRACTOR creates, receives, maintains, or transmits on behalf of the RCCFC in accordance with 45 CFR §164.308, §164.310, and §164.312;

Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

Ensure compliance with the Security Rule by CONTRACTOR'S workforce;

In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of CONTRACTOR agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

Report to the RCCFC any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

Comply with any additional security requirements that are applicable to business associates in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

Breach of Unsecured PHI.

In the case of breach of unsecured PHI, CONTRACTOR shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

Discovery and notification. Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify the RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

Breaches treated as discovered. A breach is treated as discovered by CONTRACTOR as of the first day on which such breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of CONTRACTOR (determined in accordance with the federal common law of agency).

Content of notification. The written notification to the RCCFC relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:

The identification of each individual whose unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired, used or disclosed during the breach;

A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

Any steps individuals should take to protect themselves from potential harm resulting from the breach;

A brief description of what CONTRACTOR is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

Cooperation. With respect to any breach of unsecured PHI reported by CONTRACTOR, CONTRACTOR shall cooperate with the RCCFC and shall provide the RCCFC with any information requested by the RCCFC to enable the RCCFC to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

Breach log. To the extent breach of unsecured PHI involves less than 500 individuals, CONTRACTOR shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to the RCCFC not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

Delay of notification authorized by law enforcement. If CONTRACTOR delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, CONTRACTOR shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

Payment of costs. With respect to any breach of unsecured PHI caused solely by the CONTRACTOR'S failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, CONTRACTOR agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish CONTRACTOR'S obligations to indemnify, defend and hold harmless the RCCFC under Section 9 of this Addendum.

Documentation. Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient

to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.

Additional State Reporting Requirements. The parties agree that this Section 8.G applies only if and/or when the RCCFC, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, 'unauthorized' has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

CONTRACTOR agrees to assist the RCCFC to fulfill its reporting obligations to affected patients and to the California Department of Public Health ('CDPH') in a timely manner under the California Health & Safety Code §1280.15.

CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than fifteen (15) business days after CONTRACTOR detects such incident. CONTRACTOR further agrees such report shall be made in writing and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term 'breach' as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

Hold Harmless/Indemnification.

CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives 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 Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. 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, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives 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 choice, subject to the approval of the RCCFC and the County of Riverside, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.

The specified insurance limits required in the Contract of this Addendum shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the RCCFC and the County of Riverside herein from third party claims arising from issues of this Addendum.

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

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Contract of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

Term. This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by the RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside, is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

Termination.

Termination for Breach of Contract. A breach of any provision of this Addendum by either party shall constitute a material breach of the Contract and will provide grounds for terminating this Addendum and the Contract with or without an opportunity to cure the breach, notwithstanding any provision in the Contract to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

Terminate the Contract and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Contract and this Addendum.

If termination of the Contract is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

Effect of Termination.

Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by the RCCFC, destroy all PHI and/or ePHI received from the RCCFC, or created or received by the CONTRACTOR on behalf of the RCCFC, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the RCCFC. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

In the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to the RCCFC of the conditions that make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as the CONTRACTOR maintains such PHI and/or ePHI.

General Provisions.

Retention Period. Whenever CONTRACTOR is required to document or maintain documentation pursuant to the terms of this Addendum, CONTRACTOR shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

Amendment. The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the RCCFC to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

Survival. The obligations of CONTRACTOR under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

Regulatory and Statutory References. A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

Conflicts. The provisions of this Addendum shall prevail over any provisions in the Contract that conflict or appear inconsistent with any provision in this Addendum.

Interpretation of Addendum.

This Addendum shall be construed to be part of the Contract as one document. The purpose is to supplement the Contract to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.

Any ambiguity between this Addendum and the Contract shall be resolved to permit the RCCFC to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

Notices to the RCCFC and County of Riverside. All notifications required to be given by CONTRACTOR to the RCCFC and County of Riverside pursuant to the terms of this Addendum shall be made in writing and delivered to the RCCFC and County of Riverside both by fax and to all the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as the RCCFC and County of Riverside may hereafter designate. All notices to the RCCFC and County of Riverside provided by CONTRACTOR pursuant to this Section shall be deemed given or made when received by the RCCFC and County of Riverside.

County HIPAA Privacy Officer:

HIPAA Privacy Manager:

County HIPAA Privacy Officer Address: P.O. Box 1569, Riverside, CA 92502

County HIPAA Privacy Officer Fax Number: (951) 955-HIPAA or (951) 955-4472

3. **24-17: Authorize PROP 10 Funding for Continuity of Home Visiting Services [\$200,000 PROP 10 FUNDS] - Charna Widby, Deputy Director**

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AGENDA ITEM: 24-17
DATE OF MEETING: May 8, 2024
ACTION:
INFORMATION:

**AUTHORIZE PROP 10 FUNDING FOR
CONTINUITY OF HOME VISITING SERVICES
[\$200,000 – PROP 10 FUNDS]**

SUMMARY OF REQUEST

Authorize Prop 10 funds to align the duration of programming to continue serving families for the expected duration of the model. This funding would support families already enrolled in state or federal-funded Home Visiting Program (HVP) who are exited due to strict eligibility requirements or were deemed ineligible after the start of HVP services.

BACKGROUND

On May 10, 2023 (Action Item 23-24) the Commission approved to leverage existing contracts with six (6) home visiting provider agencies to enroll families in Parents as Teachers administering the CalWORKs Home Visiting Program.

State and Federal funding streams limit the duration of services for many families. Strict funding eligibility requirements exit families from Home Visiting programs earlier than home visiting models evidence base recommends or often before the family is ready, creating a gap between model design and practice.

RECOMMENDED ACTION

That the Commission:

1. Authorize funding not to exceed \$200,000 effective July 1, 2023 - June 30, 2026, and authorize the Executive Director or designee to negotiate and execute necessary contracts, documents, budget adjustments, amendments, and other necessary actions to ensure continuity for home visiting services through existing contracted partners as needed.

BUDGET IMPACT

Adequate appropriation exists in the FY 24/25 and FY 25/26 budgets (938001-25800-92945-527980-Prop 10 Funds)

STRATEGIC PLAN RELEVANCE

Goal 2: Comprehensive Health and Development

POTENTIAL CONFLICTS OF INTEREST

Commissioner, Vice Chair Jose Campos, Director of Jurupa Unified School District.

ATTACHMENTS

1. Agenda Item 23-24, Approve 14 Contracts in Alignment with Riverside County Children and Families Strategic Plan through 2026
2. Agenda Item 23-24 Attachment B – Proposed Partner Agency Funding FY 23/24 – FY 25/26



AGENDA ITEM: 23-24
DATE OF MEETING: MAY 10, 2023
ACTION:
INFORMATION:

**APPROVE 14 CONTRACTS IN ALIGNMENT WITH
RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
STRATEGIC PLAN THROUGH 2026
[PROP 10 – AMOUNT NOT TO EXCEED \$4,977,605 (10 CONTRACTS) &
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES CALWORKS FUNDS
NOT TO EXCEED \$7,441,763 (4 CONTRACTS)]**

SUMMARY OF REQUEST

Approve 14 contracts noted in Attachment B – Table 1, with existing partner agencies, in alignment with the Riverside County Children and Families Commission 2023 – 2026 Strategic Plan, in an amount not to exceed \$12,419,368. Proposition 10 funds support 10 contracts in the amount not to exceed \$4,977,605 and California Department of Social Services CalWORKS funds support four contracts in the amount of \$7,441,763.

Funding within Strategic Plan goal areas and funding streams are noted below.

1. **Quality Early Learning: Proposition 10** funds, not to exceed **\$220,500** for one (1) contract noted in Attachment B, Item #9.
2. **Comprehensive Health & Development: Proposition 10** funds, not to exceed **\$3,857,105** for six (6) contracts noted in Attachment B, Table 1, Items # 3, 4, 5, 8, 11 & 14.

CalWORKS funding, not to exceed **\$7,441,763** for four (4) contracts noted in Attachment B, Table 1, Items # 2, 6, 10, & 13.
3. **Resilient Families: Proposition 10** (Family Resource Center Match funds), not to exceed **\$900,000** for three (3) contracts noted in Attachment B, Table 1, Items #1, 7 & 12.

BACKGROUND

Eight (8) partner agencies noted in Attachment B – Table 1 have been providing support and direct services on behalf of the Commission since the approval of the 3-year funding approved in January 2021 (Action Item # 21-02). Continued funding in alignment with the adopted Strategic Plan for 20233-2026 for three additional years supports new and existing clients in both Prop 10 and CalWORKs. One agency, Health Management Association, will continue support as a subject matter expert for several initiatives providing guidance for sustainability efforts for FY 23/24.

As noted in Attachment B – Table 1, three (3) partner agencies (Blindness Support, Family Service Association, and John F. Kennedy Memorial Foundation) providing home visiting services will have a project period beginning May 10, 2023, to support immediate enrollment of families through the Parents as Teachers model, funded by CalWORKs.

Further discussions with existing partner agencies are underway for Commission consideration at the July 12, 2023, scheduled meeting (noted in Attachment B – Table 2 & 3).

- HealthySteps with Rady’s Children’s Hospital and RUHS-Medical Center
- Help Me Grow Inland Empire with Loma Linda University
- Region 9 Hub – Pass through funds for First 5s Orange County, San Bernardino, and Imperial County (pending IMPACT Legacy funding)
- Kenyon Consulting, LLC. – Subject matter expert quality early learning (pending IMPACT Legacy funding)
- Early Quality Services, LLC dba Hubbe – quality start database (pending IMPACT Legacy funding)

RECOMMENDED ACTION

That the Commission:

1. Approve funding for 14 contracts noted in Attachment B, Table 1, for an amount not to exceed \$12,419,368, effective July 1, 2023 – June 30, 2026, and authorize the Executive Director to sign contracts on behalf of the Commission, subject to County Counsel as to form. Prop 10 funding amount not to exceed \$4,977,605 and CalWORKs funding amount not to exceed \$7,441,763. The project period for three contracts, noted in Attachment B, items # 2, 6, & 13 have an effective project period beginning May 10, 2023 – June 30, 2026; and
2. Authorize the Executive Director, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of contracts noted in Attachment B 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 proposed FY 23/24 budget (938001-25800-92950, 92945, 92960-527980/525440). Additional funding will be included in the subsequent fiscal year's proposed budget.

STRATEGIC PLAN RELEVANCE

Goal 1: Quality Early Learning

Goal 2: Comprehensive Health and Development

Goal 3: Resilient Families

POTENTIAL CONFLICTS OF INTEREST

None known

ATTACHMENTS

1. A1 – Contracts (CF24100, 24101, 24104 - 24106, 24108, 24111-24114, 24117, 24122, 24123, and 24125) for agencies noted in Attachment B, Table 1.
2. B – Proposed Partner Agency Funding FY 23/24 – FY 25/26

FIRST 5 RIVERSIDE COUNTY
PROPOSED FUNDING PARTNER AGENCY CONTRACTS
CFARC (FUND 25800)

Action Item 23-24 - TABLE 1

ITEM #	CONTRACT #	ACTION ITEM #	Agency	SP Goal	New Contract Start	New Contract End Date	Funding	Initiative/Program Brief Description	FY 22/23 Contract Budget	FY 23/24 Contract Budget	FY24/25 Contract Budget	FY 25/26 Contract Budget	Total Contact
1	CF24105	AI 23-24	Blindness Support	RF	July 1, 2023	June 30, 2026	Prop 10-FRC Match	FRC Network Specialist	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000
2	CF24111	AI 23-24	Blindness Support	CHD	May 10, 2023	June 30, 2026	CalWORKs	Home Visitation - PAT NEW	\$ 0	\$ 165,000	\$ 165,000	\$ 165,000	\$ 495,000
3	CF24112	AI 23-24	Blindness Support	CHD	July 1, 2023	June 30, 2026	Prop 10	Home Visitation	\$ 268,024	\$ 165,000	\$ 165,000	\$ 165,000	\$ 495,000
4	CF24101	AI 23-24	Cathryn Van Der Linden (previously SoCal Water Babies)	CHD	July 1, 2023	June 30, 2026	Prop 10	Drowning Prevention	\$ 125,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 450,000
5	CF24104	AI 23-24	Corona Norco YMCA	CHD	July 1, 2023	June 30, 2026	Prop 10	Drowning Prevention	\$ 160,478	\$ 200,000	\$ 200,000	\$ 200,000	\$ 600,000
6	CF24123	AI 23-24	Family Service Association	CHD	May 10, 2023	June 30, 2026	CalWORKs	Home Visitation - PAT NEW	\$ 0	\$ 522,250	\$ 522,250	\$ 522,250	\$ 1,566,750
7	CF24125	AI 23-24	Family Service Association	RF	July 1, 2023	June 30, 2026	Prop 10-FRC Match	FRC Network Specialist	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000
8	CF24108	AI 23-24	Health Management Association (HMA)	CHD	July 1, 2023	June 30, 2024	Prop 10	SME Consulting - Managed Health Care Plans	\$ 65,958	\$ 105,000	\$ 0	\$ 0	\$ 105,000
9	CF24122	AI 23-24	Inland So. CA United Way aka=>United Way of the Desert	QEL	July 1, 2023	June 30, 2026	Prop 10	Literacy - Raising A Reader	\$ 59,375	\$ 73,500	\$ 73,500	\$ 73,500	\$ 220,500
10	CF24113	AI 23-24	Jeung Choo Yoo MD Inc.	CHD	July 1, 2023	June 30, 2026	CalWORKs	Home Visitation- NFP	\$ 220,802	\$ 644,900	\$ 784,800	\$ 1,339,065	\$ 2,768,765
11	CF24114	AI 23-24	Jeung Choo Yoo MD Inc.	CHD	July 1, 2023	June 30, 2026	Prop 10	Home Visitation- NFP	\$ 958,611	\$ 804,475	\$ 536,825	\$ 15,805	\$ 1,357,105
12	CF24106	AI 23-24	John F. Kennedy Memorial Foundation	RF	July 1, 2023	June 30, 2026	Prop 10-FRC Match	FRC Network Specialist	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000
13	CF24117	AI 23-24	John F. Kennedy Memorial Foundation	CHD	May 10, 2023	June 30, 2026	CalWORKs	Home Visitation- HFA Cont./PAT NEW	\$ 724,813	\$ 870,416	\$ 870,416	\$ 870,416	\$ 2,611,248
14	CF24100	AI 23-24	Riverside University Health System - BH (EIEI)	CHD	July 1, 2023	June 30, 2026	Prop 10	Early Identification & Intervention	\$ 1,750,000	\$ 450,000	\$ 200,000	\$ 200,000	\$ 850,000
									\$ 4,633,061	\$ 4,450,541	\$ 3,967,791	\$ 4,001,036	\$ 12,419,368

MAY 10 2023 - SEPARATE ACTION ITEMS - CONTRACTS ENDING JUNE 30, 2023

Item #	CONTRACT #	ACTION ITEM #	Agency		Contract Start	New Contract End Date	Funding	Initiative/Program Brief Description	FY 22/23 Contract Budget	FY 23/24 Contract Budget	FY24/25 Contract Budget	FY 25/26 Contract Budget	Total FY 23/24-FY25/26 Budget
1	CF22138	23-19	Early Quality Services, LLC dba Hubbe - ARPA ECE	QEL	September 27, 2021	June 30, 2024	ARPA	QEL ARPA - FUND 25820	\$ 73,154	\$ 9,677			\$ 9,677
2	CF23123	23-18	Early Quality Services, LLC dba Hubbe - CDF Work	QEL	May 10, 2023	December 31, 2023	Prop 10	QEL CDF Support	\$ 18,000		\$ 0		\$ 18,000
3	CF21110	23-20	Family Service Association - Infrastructure	QEL	November 1, 2020	June 30, 2024	Prop 10	Infrastructure	\$ 638,500	\$ 780,007			\$ 780,007
4	CF21113	23-21	Jan Peterson Child Day Care School - Infrastructure	QEL	November 1, 2020	June 30, 2024	Prop 10	Infrastructure	\$ 1,070,384	\$ 1,405,650			\$ 1,405,650
5	CF24107	23-29	Jurupa Unified School District - FRCNS Prop 10 FRC Match	RF	July 1, 2023	June 30, 2026	Prop 10-FRC Match	FRC Network Specialist	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000
6	CF24115	23-29	Jurupa Unified School District - HV CalWORKs	CHD	July 1, 2023	June 30, 2026	CalWORKs	Home Visitation - PAT HIPPY PC	\$ 981,971	\$ 878,708	\$ 878,708	\$ 878,708	\$ 2,636,125
7	CF24116	23-29	Jurupa Unified School District - HV Prop10	CHD	July 1, 2023	June 30, 2026	Prop 10	Home Visitation - HIPPY	\$ 1,280,700	\$ 40,288	\$ 11,118	\$ 11,118	\$ 62,523
8	CF20114	23-22	Persimmony	CW	July 1, 2020	June 30, 2024	Prop 10	Database (Annual Renewal Option)	\$ 289,359	\$ 99,000			\$ 99,000
9	CF24121	23-28	Riverside County Office of Education (RCOE) - RHAP Program	QEL	July 1, 2023	June 30, 2025	Prop 10	Scholarships & Quality Incentives	\$ 3,000,000	\$ 3,800,000	\$ 3,200,000	\$ 0	\$ 7,000,000
10	CF24120	23-30	Riverside University Health System - Public Health (HV)	CHD	July 1, 2023	June 30, 2026	Prop 10	Home Visitation - NFP	\$ 367,917	\$ 176,726	\$ 151,976	\$ 151,976	\$ 480,678
11	CF24119	23-30	Riverside University Health System - PH (HV)	CHD	July 1, 2023	June 30, 2026	CalWORKs	Home Visitation - NFP and HFA	\$ 155,282	\$ 427,452	\$ 427,452	\$ 427,452	\$ 1,282,356
12	CF24125	23-23	Wurm's Janitorial Services	CW	July 1, 2019	June 30, 2025	Prop 10	JanitorialServices for 585 Technology Court	\$ 25,000	\$ 35,000	\$ 35,000	\$ 0	\$ 70,000
									\$ 8,000,267	\$ 7,752,508	\$ 4,804,254	\$ 1,569,254	\$ 14,144,016

JULY 12 2023 COMMISSION MEETING - TABLE 2

Item #	CONTRACT #	ACTION ITEM #	Agency		New Contract Start	New Contract End Date	Funding	Initiative/Program Brief Description	FY 22/23 Contract Budget	FY 23/24 Contract Budget	FY24/25 Contract Budget	FY 25/26 Contract Budget	Total Contact
1	CF24126		Loma Linda University Children's Health	CHD			Prop 10	Help Me Grow- IE	\$ 499,727				
2	CF24102		Rady Children's Hospital HealthySteps	CHD		June 30, 2026	Prop 10	HealthySteps	\$ 980,258				
3	CF24124		Family Service Association	CHD		June 30, 2026	Prop 10	Home Visitation-SafeCare (Transition to PAT)	\$ 183,574				
4	CF24118		John F. Kennedy Memorial Foundation	CHD		June 30, 2026	Prop 10	Home Visitation-SafeCare (Transition to PAT)	\$ 492,441				
5	CF24103		Riverside University Health System - Medical Center HealthySteps	CHD		June 30, 2026	Prop 10	HealthySteps	\$ 537,800				
									\$ 2,693,800	\$ 0	\$ 0	\$ 0	\$ 0

JULY 12 2023 COMMISSION MEETING PENDING IMPACT LEGACY FUNDING - TABLE 3

Item #	CONTRACT #	ACTION ITEM #	Agency		New Contract Start	New Contract End Date	Funding	Initiative/Program Brief Description	FY 22/23 Contract Budget	FY 23/24 Contract Budget	FY24/25 Contract Budget	FY 25/26 Contract Budget	Total Contact
1			Kenyon Consulting, LLC				IMPACT Legacy	Consultant - QEL	\$ 295,000				
2			Orange County Department of Education				IMPACT Legacy	HUB Passthrough Funds	\$ 8,326				
3			F5 SanBernardino				IMPACT Legacy	HUB Passthrough Funds	\$ 98,000				
4			F5 Imperial County Children & Families Commission				IMPACT Legacy	HUB Passthrough Funds	\$ 19,658				
5			Early Quality Services, LLC dba Hubbe				IMPACT Legacy	Region 9 Hub Contract - 3 Counties	\$ 282,016				
									\$ 703,000	\$ 0	\$ 0	\$ 0	\$ 0

G. Future Agenda Items:

1. Health Assessment and Research for Communities (HARC)
2. First 5 Riverside County Family Resource Centers Presentation
3. First 5 Riverside County 2024 Communications Plan
4. Riverside County Office of Education (RCOE) Presentation

H. Adjournment: Adjournment to the next Regular Meeting of the Riverside County Children and Families Commission to be held on July 10, 2024 beginning at 2:00 p.m. at:

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

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

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

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

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

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

