



**AGENDA
PUBLIC NOTICE**

Regular Meeting of the Finance Sub Committee
Wednesday, March 12, 2025
2:00 PM
First 5 Riverside County
585 Technology Ct
Riverside, California 92507

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

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

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

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

DRAFT: 02/20/25_MG

- A. Call to Order – Supervisor Chuck Washington, Commission Chair**
 - A.1. Pledge of Allegiance
 - A.2. Roll Call – Lynn Stephens, Executive Assistant IV
- B. Public Comments (for items not listed on the agenda) – Supervisor Washington, Chair**
- C. Commission and Advisory Committee Business – Supervisor Washington, Chair**
 - C.1. Advisory Committee Comments
 - C.2. Director's Report – Tammi Graham, Executive Director; Yvonne Suarez, Assistant Director; Charna Widby, Assistant Director; Michael Knight, Deputy Director
 - C.3. Public Information Report – Sean Pravica, Senior Public Information Specialist
 - C.4. Commissioner Comments

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- D. **Consent Items – Supervisor Washington, Chair** (a copy of all action items and attachments can be viewed at www.rccfc.org and at the Commission Business Office)
- D.1. Approve First 5 Riverside County Draft Commission Meeting Minutes - January 22, 2025 Session

MINUTES
FIRST 5 RIVERSIDE COUNTY
Commission Regular Meeting
Wednesday, January 22, 2025
2:00 PM

Commissioners Present: Supervisor Chuck Washington, Jose Campos, Charity Douglas, Zachary Ginder, Elizabeth Romero, Kimberly Saruwatari, and Takashi Wada

Commissioners Absent: Edwin Gomez

Commissioners Vacancy: District V

Administrative Staff Present: Tammi Graham, Executive Director; Yvonne Suarez, Assistant Director; Charna Widby, Deputy Director; Michael Knight, Deputy Director; Lynn Stephens, Executive Assistant IV; Carol Abella, Regional Manager; Larissa Wills, Regional Manager; Patricia Perez, Administrative Services Manager II; Marinus Van Eenennaam, Administrative Services Manager I; Sean Pravica, Senior Public Information Specialist; Michelle Rodriguez, Public Information Specialist; Martina Guevara, Commission Coordinator; Victor Lopez, Business Process Analyst II

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

A. Call to Order – Zachary Ginder, Commission Chair

1. Pledge of Allegiance – Led by Commissioner Campos
2. Roll Call – Conducted by 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. Commissioner Recognition
Recognized Stephanie Yost, Supervisor V. Manuel Perez, and Dr. Zachary Ginder
Presented by Tammi Graham, Executive Director, and Lynn Stephens, Executive Assistant IV
2. Recognition of Martin Luther King Jr. and Riverside County EAO Updates
Presented by Barry Knight, Riverside County Equity, Access, and Opportunity Officer

(Commissioner Saruwatari arrived at 2:14 p.m.)

3. Oath of Office for Commissioners

Administered to Supervisor Chuck Washington and Dr. Takashi Wada by Breanna Smith, Clerk of the Board Executive Assistant

4. Advisory Committee Comments

Presented by Tammi Graham

Ms. Graham provided an update on the Advisory Committee meeting held this morning.

The Champion for Children nomination period is open. Ms. Graham encouraged Commissioners and the public to nominate a worthy candidate.

5. Director's Report – Tammi Graham, Executive Director; Yvonne Suarez, Assistant Director; Charna Widby, Deputy Director; Michael Knight, Deputy Director
Presented by Tammi Graham

Ms. Graham informed the Commissioners that Supervisor Medina is the First 5 Commissioner Alternate. Following this announcement, she proceeded with the Director's Report.

- CSAC Challenge Award Winner – First 5 Riverside County
- Assembly Member Corey Jackson and CA Family Resource Association staff FRC Visit
- 2024 Annual All Staff Meeting
- 2024 State of Riverside County
- French Valley Learning Experience and Child Care Center Groundbreaking
- Escuela de la Raza Unida Alegría Infant and Toddler Learning Center Open House and Community Event
- Riverside County State of Education Address March 5, 2024 - First 5 Sponsorship

Presented by Charna Widby

- CalWORKs Home Visiting
- Expanding Drowning Prevention Efforts
- Partnership with Children Services Department – Near Drownings

Presented by Michael Knight

- Family Resource Center Update
- Integrated Service Delivery

Presented by Yvonne Suarez

- Finance Subcommittee Overview

Commissioner Douglas recognized the hard work and dedication in fostering equitable opportunities for children. Emphasizing access, early support, and breaking barriers, she highlighted initiatives such as the Blythe Child Care Center and the library with the bridge connecting to the elementary school. These efforts reflect Dr. Martin Luther King Jr.'s vision, ensuring that every child has the opportunity to succeed.

6. Public Information Report Presented by Sean Pravica, Senior Public Information Specialist
- Winter Events at the FRCs
 - 25th Anniversary Celebration
 - Champion for Children 2025 nominations will be presented to the Commission in May

7. Commissioner Comments

Commissioner Romero warmly welcomed Supervisor Washington, the newest and returning Commissioner. Concern was expressed for families affected by the LA County fires, noting that the impact extends to adjacent counties like Coachella Valley. The importance of supporting families with basic needs during crises was emphasized, highlighting the need for cross-county collaboration. Additionally, co-working spaces in underutilized locations like shopping centers and libraries were proposed to help parents balance work and childcare, particularly those who don't qualify for financial assistance but still face affordability challenges.

Commissioner Campos wished everyone a Happy New Year and extended a warm welcome to all. The importance of concrete support in times of need was emphasized by echoing Commissioner Romero's comments on supporting and strengthening families. Commissioner Campos questioned the impact of rolling power outages on childcare centers within the network and whether any support is needed. Commissioner Campos suggested further investigation of this issue through needs assessments to determine how best to assist affected centers.

Commissioner Washington expressed gratitude for Supervisor Perez's leadership and reported that he took his place on the CSAC committee. Commissioner Washington has served as Chair of the CSAC since 2017. Supervisor Perez has transitioned to Chair in the Riverside County Board of Supervisors.

Commissioner Saruwatari provided an update on H5N1 (Bird Flu) and NoroVirus outbreaks.

Commissioner Ginder inquired about childcare centers impacted by power outages. Jennifer Beggs, Executive Director (RCOE) stated that no requests for assistance had been received so far. Vice Chair Campos highlighted that some private childcare centers may not know where to seek support and encouraged First 5 staff to proactively contact childcare agencies in its network.

Ms. Graham confirmed that staff will investigate the issue and provide updates to the Commission.

Commissioner Ginder asked whether the stable trend in the 2023-2024 FRC data was due to capacity limits or actual demand. Ms. Graham explained that service transitions, including center closures and reopenings, led to data and service lags. Additionally, the initial absence of social workers after the DPSS transition impacted services, but each location now has social workers or has access to one, improving case management.

8. First 5 Riverside County Commission Annual Chair and Vice Chair Process/Election Presented by Kristine Bell-Valdez, Supervising Deputy County Counsel
Ms. Bell-Valdez read the Ordinance 784 regulations and Bylaws requirements for the Commissioner's Annual Chair and Vice Chair Process/Elections.

Ms. Graham confirmed Commissioner Chuck Washington has accepted the nomination to serve as Chair for 2025 and Commissioner Jose Campos has accepted the nomination to serve as Vice Chair for 2025.

*Commissioner Ginder moved to approve the Chair nomination for Chuck Washington. Commissioner Romero second the motion. Executive Assistant IV, Lynn Stephens conducted a roll call. **Ayes:** Commissioners Campos, Saruwatari, Douglas, Ginder, Romero, Wada, and Washington; **Absent:** Commissioner Gomez. **Motion Carried Unanimously.***

*Commissioner Washington moved to approve the Vice Chair nomination for Jose Campos. Commissioner Wada second the motion. Executive Assistant IV, Lynn Stephens conducted a roll call. **Ayes:** Commissioners Campos, Saruwatari, Douglas, Ginder, Romero, Wada, and Washington; **Absent:** Commissioner Gomez. **Motion Carried Unanimously.***

D. Presentation/Information Items – Chuck Washington, Chair (a copy of all presentation items and attachments can be viewed at www.rccfc.org and at the Commission Business Office)

1. Riverside County Office of Education (RCOE) Presented by - Jennifer Beggs, Executive Director, and JoAnne Lauer, Assistant Superintendent
2. Inland So Cal United Way - Guaranteed Income Project Presentation – Presented by Chris Darbee, Executive Director and Dr. Danielle Kilchenstein, DrPH.
3. **Information Only** - Notification of Cal Works Home Visiting Program Reduction and Elimination of Planned RFP for Expansion of Services

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

1. Approve First 5 Riverside County Draft Commission Meeting Minutes - October 23, 2024 Session
2. **25-01:** Approve Termination of **Contract NO. CF24122** with Inland Southern California United Way, Inc. for Raising A Reader (RAR) Effective October 31, 2024
3. **25-02:** Repeal and Replace Resolution 04-09 Approving the Acceptance of Gifts Policy and Approve the Acceptance of Donations Policy
4. **25-03:** Approve Basic Needs Emergency Fund for Families in Crisis
5. **25-04:** Approve Revised Policy for Travel Authorization and Reimbursement for Travel and Miscellaneous Expenses
6. **25-05:** Approve the Revised Contract and Procurement Policy
7. **25-06:** Approve Amendment with Jeung Choo Yoo, MD., Inc. for Home Visiting Expanded Population from July 1, 2023 – June 30, 2026 (**CONTRACT NO. CF24114**) [**\$1,597,105 PROP 10 FUNDS**]

*Vice Chair Campos moved to approve consent items 1-7 as presented. Commissioner Ginder second the motion. **Absent:** Commissioner Gomez. **Motion Carried Unanimously.***

F. Presentations/Action Items – Chuck Washington, Chair (a copy of all action items and attachments can be viewed at www.rccfc.org and at the Commission Business Office)

1. **25-07:** Approve and Adopt the Revised Fiscal Year 2024/2025 Annual Budget and Vendor list of First 5 Riverside County - Patricia Perez, Administrative Services Manager II and Yvonne Suarez, Assistant Director

*Commissioner Romero moved to approve action item 25-07 as presented. Commissioner Saruwatari second the motion. **Absent:** Commissioner Gomez. **Motion Carried Unanimously.***

- a. **Receive and File** - First 5 Riverside County Second Quarter Financial Highlights
A brief description was provided by Ms. Suarez, followed by additional input from Ms. Graham.

Chair Washington noted conflict with action item 25-08 for Commissioner Romero who exited the meeting room at 4:12 p.m.

2. **25-08:** Ratify and Approve Amendment with Riverside County Office of Education (RCOE) for Quality Start Riverside County (QSRC) Collaborative Support Services from July 1, 2023 – June 30, 2025 (**AGREEMENT NO. C1009211**) [**\$150,000 - RCOE STATE FUNDS**] Ms. Graham provided a brief description of item 25-08.

*Commissioner Campos moved to approve action Item 25-08 as presented. Commissioner Douglas second the motion. **Absent:** Commissioner Gomez. **Motion Carried Unanimously.***

Commissioner Romero returned to the meeting at 4:13 p.m.

Commissioner Romero stated her conflict for the record is due to her position as Board President of Riverside County Board of Education (RCOE).

E. Future Agenda Items:

1. First 5 Riverside County Strategic Plan Annual Review and Public Hearing
2. First 5 Riverside County 2025 Policy Priorities
3. Home Visiting Presentation
4. First 5 California Annual Report Annual Review and Public Hearing

F. Adjournment: Adjournment at 4:16 p.m. to the next Regular Meeting of the Riverside County Children and Families Commission to be held on March 12, 2025, 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

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

D.2. **25-09:** Approve Revised Riverside County Children and Families Commission
Investment of Funds Contract Template



AGENDA ITEM: 25-09
DATE OF MEETING: March 12, 2025
ACTION:
INFORMATION:

**APPROVE REVISED
RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
INVESTMENT OF FUNDS CONTRACT TEMPLATE**

SUMMARY OF REQUEST

Approve the revised Riverside County Children and Families Commission Investment of Funds contract template and the Whole Person Health Score Assessment Master Agreement.

BACKGROUND

As a result of changes in funding, various process improvements, and County partnerships, the commission-approved contract template for the Investment of Funds requires several revisions. These include changes to the sections addressing budget revisions, monitoring visits, and payment. Most notable is the time frame for reimbursement of expenditures, which was reduced from 30 days to 15 days, and updates to address confidentiality requirements and the sharing of information with other service providers.

To support countywide integrated services, two additional documents may be necessary when the Commission's contract template is utilized. When applicable, partners that will be administering the County's Whole Person Health Score (WPHS), may be required to sign the WPHS master agreement and corresponding Remote Access User agreement.

The Commission and the County of Riverside will be partnering in the use of the WPHS and will both be using the master agreement template. It is recommended that the Commission delegate the Executive Director the authority to execute WPHS Master Agreements in conjunction with the County to ensure administrative consistency and cooperation with integrated service goals.

On May 12, 2021 (Action Item 21-12): Commission approved the current standard contract template. Various adjustments are necessary to align the contract template with the recommendations of County Counsel, County Risk Management and County Purchasing as reflected in the County's standard contract template.

RECOMMENDED ACTION

That the Commission:

1. Approve the Investment of Funds contract template as attached, including additional attachments, if required; and
2. Authorize the Executive Director or designee to permit minor revisions to the Investment of Funds contract template when such revisions are in the best interest of the Commission, do not change the substantive terms of the template and have been reviewed and approved by County Counsel as to form; and
3. Authorize the Executive Director or designee to permit minor revisions to the Whole Person Health Score Master Agreement template when such revisions are in the best interest of the Commission, do not change the substantive terms of the template and have been reviewed and approved by County Counsel as to form; and
4. Authorize the Executive Director or designee to execute the Whole Person Health Score Master Agreement that is substantially the same as the attached template agreement, and as approved by County Counsel, when the Master Agreement is required to support a service contract approved by the Commission.

BUDGET IMPACT

None.

STRATEGIC PLAN RELEVANCE

All Goal Areas

POTENTIAL CONFLICTS OF INTEREST

None known.

ATTACHMENTS

1. 25-09 Revised F5RC Investment of Funds Contract Template
2. Whole Person Health Score RivCo Master Agreement
3. Remote Access User Agreement

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

COMMISSION AWARD:

CONTRACTOR:

CONTRACT TERM:

MAXIMUM REIMBURSABLE AMOUNT:

Compensation: The CONTRACTOR designated above is hereby certified for an Investment of Funds in an amount not to exceed **XXXX (amount in words) dollars (\$x,xxx,xxx)** over the life of the Contract, 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 (CA Health and Safety Code § 130100- 130155), or other COMMISSION administered funds to provide services and results as set forth in Attachments A, B, C and D attached hereto as incorporated herein by reference.

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

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Tammi Graham, Executive Director	Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	
APPROVED AS TO FORM SIGNATURE:	
Kristine Bell-Valdez Supervising Deputy County Counsel	
Date Signed:	
ATTEST SIGNATURE:	
Lynn Stephens Executive Assistant IV	
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:

Award_Signator
Award_Signatory_Title
Award_Signatory_Address

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

2. SOURCE AND SCOPE OF CONTRACT

- A. The COMMISSION, created by California Children and Families Act of 1998, also known as Proposition 10 (CA Health and Safety Code § 130100- 130155), was established by the County of Riverside in Riverside County Ordinance No. 784 as a department of the County that maintains its statutory established independent authority.
- B. This Contract award is valid and enforceable only if sufficient funds are available to the COMMISSION from Proposition 10 tax dollars or other COMMISSION administered funds for the total term of the Contract. It is mutually agreed that if sufficient funds are not available this Contract shall be amended to reflect any reduction in funds.
- C. 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.
- D. 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 shall align with the goals of Proposition 10 and/or other designated funding streams and shall be implemented in accordance with applicable restrictions, guidelines, and reporting requirements.
- E. Appendix I: Special Terms and Conditions, and Attachments A: Scope of Work, B: Budget, C: Payment Provisions, D: Comprehensive Tobacco Control Policy, E: Business Associate Agreement, F: Use of Data and Confidentiality, G: Remote Access User Agreement, and H: Whole Person Health Score Assessment Master Agreement, are attached hereto and incorporated herein.

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 **Start_Date** through **End_Date** 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 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 the 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.
- 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, via the COMMISSION's Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director 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. 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). CONTRACTOR will uphold monthly fiscal reporting responsibility even in the during staff changes or other challenges.

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 include 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 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. Diversifying Funding Sources

The COMMISSION may administer funding from sources other than Proposition 10. Contracts funded by such sources shall be subject to restrictions and terms and conditions outlined by the funded stream, including allowable expenditures, indirect cost percentages, reporting requirements, and timelines. In cases where funding restrictions conflict, the terms shall default to the more restrictive funding source, as determined by the COMMISSION in consultation with County Counsel.

B. Budget Revisions

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. For the purposes of Budget Revisions, electronic submittal of a budget revision request in the Commission data system by an authorized representative shall be accepted as 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, 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 three (3) budget revisions, one for each of the first three (3) quarters of the fiscal year.

The CONTRACTOR must submit any Budget Revision Forms to the COMMISSION no later than **April 15th** of the fiscal year.

C. Amendments

Necessity for budget amendments to this Contract will be determined by the COMMISSION Executive Director 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.

D. 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.

E. 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 subcontractor indirect costs as part of the CONTRACTOR'S budget.

F. 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.

G. 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.

H. 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 the 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 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 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 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 is 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 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 with 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 contain 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 one (1) time 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 valid license from the State of California is sufficient proof.

CONTRACTOR must have on file for review or 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, including the COMMISSION, 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, 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. 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.

APPENDIX I: SPECIAL TERMS & CONDITIONS

The provisions of this Appendix I replace the General Conditions of the reference sections with the Special Contract Conditions outlined in this Appendix. Any and all references in this Appendix to terms and conditions of the Contract are hereby replaced with the corresponding terms and conditions as written in this Appendix which is attached and incorporated into the contract by reference herein.

{{HTML:Award_Contract_Change_Appendix}}

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

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Tammi Graham, Executive Director	Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	
APPROVED AS TO FORM SIGNATURE:	
Kristine Bell-Valdez Supervising Deputy County Counsel	
Date Signed:	
ATTEST SIGNATURE:	
Lynn Stephens Executive Assistant IV	
Date Signed:	

ATTACHMENT A: SCOPE OF WORK

Contractor:

Program:

Contract #:

Term: Award Start Date – Award End Date

Program Overview:

{{HTML:Award_Program_Overview}}

SOW Details:

{{HTML:Award_SOW_General_Details}}

Targets:

{{TableGroup:Goals:Goal_Milestone__cWork_Plan_Name:Show}}				
Goal Name	Goal Description	Goal Target	Units Measured	Reporting Frequency
{{TableStart:Goals}} {{Goal_Milestone}}	{{Goal_Milestone_Description}}	{{Goal_Milestone_Goal}}	{{Goal_Milestone_Group_Units_Measured}}	{{Goal_Milestone_Reporting_Frequency}} {{TableEnd:Goals}}

ATTACHMENT B: BUDGET

Budget Start Date:

Budget End Date:

Total Amount:

Budget Table

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **XXXXX (amount in words) dollars (\$x,xxx,xxx)** 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: **Start Date – End Date**

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 fifteen (15) business days from submission of all required documentation.
- 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.
- d. The COMMISSION Executive Director 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 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, 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 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. 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 **XXXXXX** 'Contract') between the RIVERSIDE COUNTY CHILDREN AND FAMILIES FIRST COMMISSION, as a department of the County of Riverside ("COMMISSION") and **Partner Agency Name** ('CONTRACTOR') and shall be effective as of the date the Contract is approved by both Parties (the 'Effective Date').

RECITALS

WHEREAS, the COMMISSION and CONTRACTOR entered into the Contract pursuant to which the CONTRACTOR provides services to the COMMISSION, 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 COMMISSION is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent the COMMISSION discloses PHI and/or ePHI to CONTRACTOR or CONTRACTOR creates, receives, maintains, transmits, or has access to PHI and/or ePHI of the COMMISSION, 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:

1. **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.
 - A. '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.

- (1) 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:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification.
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and,
 - (d) The extent to which the risk to the PHI has been mitigated.
- (2) Breach excludes:
 - (a) 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.
 - (b) 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 COMMISSION 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.
 - (c) 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.
- B. '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.
- C. 'Data aggregation' has the meaning given such term in 45 CFR §164.501.
- D. '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.
- E. 'Electronic protected health information' ('ePHI') as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. '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).
- G. 'Health care operations' has the meaning given such term in 45 CFR §164.501.
- H. 'Individual' as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

- I. '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.
- J. 'Privacy Rule' means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.
- K. 'Protected health information' ('PHI') has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. 'Required by law' has the meaning given such term in 45 CFR §164.103.
- M. 'Secretary' means the Secretary of the U.S. Department of Health and Human Services 22 ('HHS').
- N. '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.
- O. 'Security Rule' means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.
- P. '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.
- Q. '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).

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

- A. 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 COMMISSION as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. 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:
 - (1) Use PHI and/or ePHI if necessary for CONTRACTOR's proper management and administration and to carry out its legal responsibilities; and,
 - (2) Disclose PHI and/or ePHI for the purpose of CONTRACTOR's proper management and administration or to carry out its legal responsibilities, only if:
 - (a) The disclosure is required by law; or,
 - (b) CONTRACTOR obtains reasonable assurances, in writing, from the person to whom CONTRACTOR will disclose such PHI and/or ePHI that the person will:
 - (i) 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,
 - (ii) Notify CONTRACTOR of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

- (3) Use PHI to provide data aggregation services relating to the health care operations of the COMMISSION pursuant to the Contract or as requested by the COMMISSION; and,
 - (4) De-identify all PHI and/or ePHI of the COMMISSION 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.
- C. 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.

3. Prohibited Uses and Disclosures.

- A. 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 COMMISSION.
- B. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from the COMMISSION or from another business associate of the COMMISSION, except as permitted or required by this Addendum, or as required by law.
- C. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the COMMISSION would be prohibited from making.
- D. 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:
 - (1) 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;
 - (2) 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);
 - (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,
 - (4) 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 COMMISSION to CONTRACTOR for services provided pursuant to the Contract.

4. Obligations of the COMMISSION.

- A. The COMMISSION 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 COMMISSION that may affect CONTRACTOR's ability to perform its obligations under the Contract, or this Addendum.
- B. The COMMISSION 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.

- C. The COMMISSION 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.
 - D. The COMMISSION 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.
 - E. The COMMISSION 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.
5. **Obligations of CONTRACTOR.** In connection with the use or disclosure of PHI and/or ePHI, CONTRACTOR agrees to:
- A. 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 covered entities in HITECH, as may be amended from time to time.
 - B. 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 COMMISSION if CONTRACTOR is required by law to disclose PHI and/or ePHI.
 - C. 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.
 - D. 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.
 - E. Report to the COMMISSION 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.
 - F. 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.
 - G. Make available to the COMMISSION, the Secretary, in the time and manner designated by the COMMISSION or Secretary, CONTRACTOR's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the COMMISSION, or created or received by CONTRACTOR on behalf of the COMMISSION, for purposes of determining, investigating or auditing CONTRACTOR's and/or the COMMISSION's compliance with the Privacy Rule.
 - H. 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).
 - I. 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 COMMISSION upon CONTRACTOR's receipt of such request from a third party.

- J. 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 COMMISSION.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the COMMISSION to the extent CONTRACTOR is to carry out the COMMISSION's obligations under the Privacy Rule.
 - N. 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.
6. **Access to PHI, Amendment and Disclosure Accounting.** CONTRACTOR agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the COMMISSION or an individual as directed by the COMMISSION, within five (5) days of request from the COMMISSION, to satisfy the requirements of 45 CFR §164.524.
 - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set the COMMISSION directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the COMMISSION, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist the COMMISSION 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:
 - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for the COMMISSION 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.
 - (2) Within fifteen (15) days of receiving a written request from the COMMISSION, provide to the COMMISSION or any individual as directed by the COMMISSION information collected in accordance with this section to permit the COMMISSION to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - (3) Make available for the COMMISSION 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.

7. **Security of ePHI.** In the event the COMMISSION discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the COMMISSION ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. 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 COMMISSION in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. 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;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by CONTRACTOR's workforce;
 - F. 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;
 - G. Report to the COMMISSION any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities 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.
8. **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.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify the COMMISSION 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.
 - (1) **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).
 - (2) **Content of notification.** The written notification to the COMMISSION relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:
 - (a) 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;
 - (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

- (c) 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;
 - (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - (e) 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,
 - (f) 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.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by CONTRACTOR, CONTRACTOR shall cooperate with the COMMISSION and shall provide the COMMISSION with any information requested by the COMMISSION to enable the COMMISSION 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.
- C. **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 COMMISSION not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **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.
- E. **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 COMMISSION under Section 9 of this Addendum.
- F. **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.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if an COMMISSION 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).
- (1) CONTRACTOR agrees to assist the COMMISSION 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.

- (2) CONTRACTOR agrees to report to the COMMISSION any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two 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.

9. Hold Harmless/Indemnification.

- A. CONTRACTOR agrees to indemnify and hold harmless the COMMISSION, 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 COMMISSION, 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.
- B. 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 COMMISSION 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 COMMISSION 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 COMMISSION and the County of Riverside as set forth herein. CONTRACTOR's obligation to defend, indemnify and hold harmless the COMMISSION and the County of Riverside shall be subject to the COMMISSION 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 COMMISSION and the County of Riverside the appropriate form of dismissal relieving the COMMISSION and the County of Riverside from any liability for the action or claim involved.
- C. 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 COMMISSION and the County of Riverside herein from third party claims arising from issues of this Addendum.
- D. 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.

- E. 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.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by the COMMISSION or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the COMMISSION and the County of Riverside, is destroyed or returned to COMMISSION 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.

- A. **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:
- (1) Terminate the Contract and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - (2) 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.
 - (3) 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.
- B. **Effect of Termination.**
- (1) Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by the COMMISSION, destroy all PHI and/or ePHI received from the COMMISSION, or created or received by the CONTRACTOR on behalf of the COMMISSION, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the COMMISSION. 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.
 - (2) 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 other party 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.

11. **General Provisions.**

- A. **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.

- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the COMMISSION to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **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.
- D. **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.
- E. **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.
- F. **Interpretation of Addendum.**
 - (1) 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.
 - (2) Any ambiguity between this Addendum and the Contract shall be resolved to permit the COMMISSION to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to the COMMISSION and County of Riverside.** All notifications required to be given by CONTRACTOR to the COMMISSION and County of Riverside pursuant to the terms of this Addendum shall be made in writing and delivered to the COMMISSION 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 COMMISSION and County of Riverside may hereafter designate. All notices to the COMMISSION and County of Riverside provided by CONTRACTOR pursuant to this Section shall be deemed given or made when received by the COMMISSION 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

ATTACHMENT F: USE OF DATA AND CONFIDENTIALITY

This Data and Confidentiality Agreement (the 'Addendum') supplements and is made part of Contract **XXXXX** (the 'Contract') between **the Riverside County Children and Families First Commission, as a department of the County of Riverside ("COMMISSION") COMMISSION** and **Partner Agency Name** (the 'CONTRACTOR') and shall be effective as of **Start Date** (the 'Effective Date').

RECITALS

WHEREAS, the **COMMISSION** and CONTRACTOR entered into the Contract pursuant to which the CONTRACTOR provides services to the **COMMISSION**, and in conjunction with the provision of such services certain confidential data may be created by or made available to CONTRACTOR for the purposes of carrying out its obligations under the Contract;

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

1. USE OF DATA

- A. Disclosure of confidential data released under this Agreement for any purpose other than the purpose for which it is obtained is prohibited by law.
- B. Confidential data provided under this Agreement continues to be the property of the providing party.
- C. Confidential data shared under this Agreement will not be used for any purpose other than those stated herein.
- D. CONTRACTOR may not disclose the confidential data to any other parties, except in aggregate.
- E. No research or reports related to confidential data provided under this Agreement shall be published without COUNTY's prior review of the research or reports. COUNTY shall have 30 calendar days for review prior to publication. Should COUNTY disagree with any of the published content, a disclaimer stating COUNTY's disagreement must be included in the final publication, preferably in the Executive Summary.
- F. COUNTY shall delete files in accordance with the COUNTY's retention policies and pursuant to applicable federal and state laws, unless the parties mutually agree in writing to a new purpose and retention period for the confidential data and matched confidential data sets. Any questions or concerns about the confidential data or reports should be relayed within 30 days of receipt.
- G. CONTRACTOR's provision to COUNTY of confidential data as contemplated herein is not a violation of the Family Educational Rights and Privacy Act. (20 USCA § 1232.)

2. CONFIDENTIALITY

- A. As required by applicable law, COUNTY and CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to the Agreement ("confidential information"). Confidential information includes but is not limited to, individually identifiable physical or mental health information, substance abuse information, child care or education information, personnel or employment information, financial information, criminal justice information, demographic information, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or other data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be

disclosed such confidential information pertaining to any applicant or recipient of services unless authorized by law. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence. CONTRACTOR shall comply with Welfare and Institutions Code Section 10850 and Health and Safety Code § 130140.1(e)(1).

- B. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification, or destruction.
- C. CONTRACTOR shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.
- D. CONTRACTOR may disclose the confidential information disclosed to it pursuant to Contract XXX to any person, agency, or entity that receives funding from the county COMMISSION, by way of grant award, or contract or as a service provider for the provision of early childhood services, and only to the extent necessary to the provision of services, unless further disclosure is authorized by a written consent of the parent or legal guardian, or where disclosure is required by state or federal law.

CONTRACTOR shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY when COUNTY had determine disclosure is in compliance with applicable law.

ATTACHMENT G: REMOTE ACCESS USER AGREEMENT

ATTACHMENT H: WHOLE PERSON HEALTH SCORE ASSESSMENT MASTER AGREEMENT

**MASTER AGREEMENT
FOR USE OF THE WHOLE PERSON HEALTH SCORE ASSESSMENT
BETWEEN
COUNTY OF RIVERSIDE
AND
[INSERT CONTRACTOR NAME]**

This Master Agreement for Use of the Whole Person Health Score Assessment (“Master Agreement”) is entered into by and between the County of Riverside, a political subdivision of the State of California, (“COUNTY” or “Riverside”), and [Insert Contractor Name and Organization Type], (“CONTRACTOR” or “Licensee”) and shall apply to all Contracts between the Parties, as specified below.

RECITALS

WHEREAS, the Parties have entered into contracts for provision of care coordination by CONTRACTOR, as set forth in Exhibit 1, County Departments and Current Contract List, and may also enter into future contracts for care coordination by CONTRACTOR which incorporates by reference this Master Agreement, (collectively referred to as “Contracts”);

WHEREAS, [Insert County Department Name to serve as County Lead Agency] is the COUNTY Lead Agency with administrative responsibility of this Master Agreement on behalf of the COUNTY including the COUNTY Departments listed in Exhibit 1;

WHEREAS, COUNTY has developed the Whole Person Health Score Assessment (“WPHS”), and the purpose of the WPHS web application and survey (“WPHS Tool”) is to collect user data and calculate from that data an alphabetic score representing the overall health of the individual submitting the data;

WHEREAS, CONTRACTOR desires to use the WPHS Tool as part of its intake process and the WPHS score for the sole purpose of care coordination; and

WHEREAS, the Parties now desire to supplement the Contracts by entering into this Master Agreement to set forth the terms and conditions related to the WPHS.

NOW THEREFORE, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by reference.
2. **Master Agreement.** The Parties agree that the Contracts are supplemented by this Master Agreement, including the Exhibits listed below, which are attached hereto and incorporated herein by this reference. In the event of any conflict between the Contracts and this Master Agreement, the terms of the Master Agreement shall control.

Exhibit 1: County Departments and Current Contract List

Exhibit 2: Authorization for Riverside County to Disclose and Use Personal Information
(Example Only)

Exhibit 3: Assessment License Agreement

Exhibit 4: Security and Privacy Requirements for Access to County Information System

Exhibit 5: HIPAA Business Associate Agreement

3. **Term and Termination.** This Master Agreement shall be effective upon the Parties' last signature date below and shall continue in effect until the termination or expiration of all Contracts, unless terminated earlier in accordance with this Master Agreement.
4. **WPHS Tool.** (a) CONTRACTOR's intake process shall incorporate the COUNTY electronic Registration, Authorization for Riverside County to Disclose and Use Personal Information ("Universal Authorization"), and WPHS Tool. The Universal Authorization, an example of which is attached hereto as Exhibit 2, may be updated from time to time by the COUNTY without amendment to this Master Agreement. (b) The Parties agree to comply with the requirements of the Assessment License Agreement, attached hereto as Exhibit 3. (c) CONTRACTOR shall be trained by the COUNTY on the WPHS Tool before CONTRACTOR may use the WPHS Tool as part of its intake process for its clients. The specifics of the training, including scope, content, duration, format, and schedule, shall be determined by the COUNTY. (d) CONTRACTOR shall use the WPHS score for the sole purpose of care coordination for its clients pursuant to the Contracts.
5. **Data Ownership.** CONTRACTOR receives funding/payment pursuant to the Contract(s) for care coordination of its clients. The Parties agree the expectation for the associated funding/payment includes the CONTRACTOR's use of the WPHS Tool to assist in care coordination of its clients and provision of the data associated with the WPHS Tool for the COUNTY to advance its own care coordination efforts. The Parties further agree the COUNTY owns all data inputted by CONTRACTOR into any of the COUNTY Information System pursuant to this Master Agreement (including, but not limited to, all WPHS data concerning individuals that are provided through the WPHS Tool). Such data are the COUNTY's data.
6. **HIPAA Business Associate Agreement.** CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. The Parties agree to comply with the requirements of the HIPAA Business Associate Agreement, attached hereto as Exhibit 5.
7. **County Information System.** (a) Subject to CONTRACTOR's compliance with all terms and conditions of this Master Agreement including, but not limited to, the Security and Privacy Requirements for Access to County Information System, attached hereto as Exhibit 4, COUNTY may at its sole discretion provide CONTRACTOR with minimally necessary access to COUNTY Information System. CONTRACTOR's use of the COUNTY Information System shall be limited to County business. (b) COUNTY has the sole discretion to determine the minimum necessary data content that can be accessed by CONTRACTOR through the COUNTY Information System pursuant to this Master Agreement. Such data content shall be used by CONTRACTOR only for purposes of client care coordination. Such data content includes client WPHS score and referral type,

referral receipt confirmation (agency confirm receipt of CONTRACTOR's client referral), and referred agency closeout (referred agency confirm referral has been processed).

8. **Compliance with Applicable Laws.** (a) CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations, including, but not limited to, Welfare and Institutions Code Section 10850. In the event there is a conflict between the various laws or regulations that may apply, CONTRACTOR shall comply with the more restrictive law or regulation. (b) CONTRACTOR agrees to take reasonable measures to protect the privacy and security of all information received from the COUNTY and not to use or disclose any information it receives in a manner that would compromise the COUNTY's obligations under Section 10850 of the Welfare and Institutions Code to keep public social services records confidential. (c) CONTRACTOR shall comply with all applicable privacy laws and regulations including, but not limited to, obtaining any necessary authorizations, consents, or other permissions required under such laws or regulations prior to the disclosure of CONTRACTOR's confidential information to the COUNTY under this Master Agreement.

9. **Confidentiality.** (a) CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received in connection with this Master Agreement ("Confidential Information"). Without limiting the generality of the foregoing, CONTRACTOR shall not use for personal gain or make other improper use of Confidential Information. Confidential Information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement. (b) CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services in connection with this Master Agreement. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Master Agreement. CONTRACTOR shall promptly transmit to COUNTY all third-party requests for disclosure of Confidential Information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Master Agreement or as authorized in writing in advance by COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph. (c) CONTRACTOR shall take special precautions (including, but not limited to, sufficient training of CONTRACTOR's staff before they begin work) to protect Confidential Information from loss or unauthorized use, access, disclosure, modification, or destruction. (d) COUNTY reserves the right to designate CONTRACTOR staff who receive Confidential Information as members of a COUNTY multidisciplinary personnel team ("MDT"), for purposes of receiving and disclosing such information in connection with the provision of services to the COUNTY under this Master Agreement. The Parties acknowledge that CONTRACTOR is a service provider of the COUNTY and the services it furnishes under this Master Agreement are relevant to the care coordination efforts of the COUNTY, which may include

strategies aimed at preventing, identifying, assessing, or treating illness, abuse, or neglect. This Master Agreement supports the COUNTY's efforts to develop interagency treatment and support strategies, ensure maximum coordination with existing community resources, ensure maximum access on behalf of County of Riverside residents, and avoid duplication of efforts. CONTRACTOR shall cooperate with any requests by COUNTY related to the designation of CONTRACTOR staff as members of a COUNTY MDT to ensure compliance with MDT requirements.

10. **No Offshore Work or Services.** CONTRACTOR, its employees, agents, and/or subcontractors shall not: (i) perform any work, services, and/or obligations under this Master Agreement at any location outside of the United States of America (USA); and/or (ii) transmit COUNTY information related to this Master Agreement (including, but not limited to, WPHS data, public social services information, personally identifiable information, and/or protected health information (PHI) of the COUNTY) outside of the USA. Additionally, no CONTRACTOR employee, agents, and/or subcontractors outside of the USA will receive, process, transfer, handle, store or have access to COUNTY information in oral, written, or electronic form.

11. **Cyber Liability Insurance.** CONTRACTOR shall procure and maintain for the duration of this Master Agreement insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work and/or obligations hereunder by CONTRACTOR, its agents, representatives, or employees and provide COUNTY with an executed Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein. CONTRACTOR shall procure and maintain for the duration of this Master Agreement insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Master Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, malware, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY. Policy shall name the COUNTY as an Additional Insured. In the event a Contract includes a provision with higher minimum limits for Cyber Liability Insurance, the Parties agree that such higher minimum limits for Cyber Liability Insurance shall control, notwithstanding any provision to the contrary in this Master Agreement.

12. [Placeholder: Insert any additional departmental requirements including, but not limited to, more restrictive requirements]
13. **Miscellaneous.** All other terms and conditions of the Contracts not modified herein shall remain unchanged.
14. **Counterparts; Signatures.** This Master 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. CONTRACTOR represents and warrants that the individual signing this Master Agreement on behalf of CONTRACTOR has full and complete authority to bind CONTRACTOR to each and every term of this Master Agreement and any attachments hereto. Each Party to this Master 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 Master Agreement. The Parties further agree that the electronic signatures of the Parties included in this Master Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Master Agreement.

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Executive Director	Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	
APPROVED AS TO FORM SIGNATURE:	
Supervising Deputy County Counsel	
Date Signed:	
ATTEST SIGNATURE:	
Executive Assistant IV	
Date Signed:	

Exhibit 1
County Departments and Current Contract List

COUNTY and CONTRACTOR have entered into the following Contracts for provision of care coordination by CONTRACTOR:

1. [Insert County Department Name]
 - a. [Insert Contract Name and Number] effective [Insert Date], as amended.
 - b. [Insert Contract Name and Number] effective [Insert Date], as amended.

2. [Insert County Department Name]
 - a. [Insert Contract Name and Number] effective [Insert Date], as amended.
 - b. [Insert Contract Name and Number] effective [Insert Date], as amended.

3. [Insert County Department Name]
 - a. [Insert Contract Name and Number] effective [Insert Date], as amended.
 - b. [Insert Contract Name and Number] effective [Insert Date], as amended.

4. [Insert County Department Name]
 - a. [Insert Contract Name and Number] effective [Insert Date], as amended.
 - b. [Insert Contract Name and Number] effective [Insert Date], as amended.

5. [Insert County Department Name]
 - a. [Insert Contract Name and Number] effective [Insert Date], as amended.
 - b. [Insert Contract Name and Number] effective [Insert Date], as amended.

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Exhibit 2
(Example Only)

Authorization for Riverside County to Disclose & Use Personal Information

Purpose and Use of Authorization

Riverside County has many agencies that can offer you help.

By signing this form, you will allow County agencies to share your information with each other to improve your experience and help the County serve you.

Your information may be used to determine your eligibility for public programs, connect you with resources, and follow up to make sure you are receiving the help you need.

Your information may also be shared to coordinate and improve services and treatment provided by County agencies and their contractors. *You will not be enrolled in programs without your permission.*

Start Here

Select your Home Agency to begin process.

Home Agency *

Choose one from the drop down list.

Complete all pages of the form by clicking NEXT or selecting the next page from tabs at the top of the form.

What Information Can Be Disclosed?

This Authorization allows disclosure of your personal information, health records, and social services records. The information may come from your health care provider, case worker, care navigator, or other contact from Riverside County or their contractors. The information shared may be written or spoken.

Select the types of information that can be disclosed by clicking the box next to the item.

I authorize disclosure of the following information and records about me:

Check all that apply.

- Basic documentation (including photo ID, IRS Form W-2, VA Form DD214)
- Demographic Information (including name, address, phone number, date of birth, social security number)

- Financial Information (including earnings, assets, health insurance)
- My enrollment in County programs (including substance-use programs, self-sufficiency programs such as CalWORKs, CalFresh, TANF, and other social service programs)
- Medical Information (including diagnoses and treatment plans)
- Education Records (including special education records, health records)
- Social Services Records (including service plan and eligibility determination packet)
- Mental Health Treatment Information
- Genetic testing information
- HIV test results
- Substance use disorder records (including alcohol and drug treatment Information)

Who May Disclose your Information?

Select the Riverside County agencies authorized to disclose your information.

I authorize the following Riverside County agencies to disclose my information to each other:

Select all that apply

- Riverside University Health System (Medical Center, Community Health Centers, Behavioral Health, Public Health)
- Riverside County Department of Public Social Services (assistance programs for food, cash, housing, health coverage such as Medi-Cal, CalFresh, CalWORKs)
- Riverside County Office on Aging (support services for seniors, people with disabilities, and their caregivers)
- First 5 Riverside County (assistance through family resource centers, access to quality childcare, home visiting, pediatric services, developmental screenings, parent support services)
- Riverside County Housing and Workforce Solutions (HWS): (Workforce Development, Housing Authority of Riverside County, Continuum of Care, Community Solutions Division, Community Action Partnership (CAP))
- Riverside County Child Support Services (helping parents and guardians to access legal rights and payments)
- Riverside County Veterans Services (access to benefits, treatment services, compensation)

Riverside County Probation (assistance with understanding court procedures, Victim Restitution Services, outreach kiosk reporting)

All of the Above

I also authorize the Riverside County agencies checked above to disclose my information to:

Contractors helping to operate Riverside County programs

My Rights

- I have the right to receive a copy of this authorization.
- I have the right to tell you to stop sharing my information. I can ask you to stop sharing by mailing or personally delivering a signed, written revocation to:

**Riverside County
Office of Service Integration
3901 Lime Street,
Riverside, CA, 92501**

- If I ask you to stop sharing my information, this authorization will no longer have effect, but information may have already been shared when the authorization was in effect.
- If I do not sign this authorization, Riverside County will not deny me treatment, enrollment, or eligibility for benefits. However, the County may not be able to share my information to provide me additional help.
- Some information may no longer be protected by privacy laws once it is shared or may be shared again for permissible purposes such as treatment or health care operations.
- No one who receives substance use disorder records from my treating providers because of this authorization may use the records against me in civil or criminal proceedings.

Contact Information & Authorization

Please enter the information below.

First Name * Last Name * Date of Birth *

E-mail

Enter email to have a copy of this form sent to you.

Phone Number

Enter primary contact number.

Address

Street Address

Address Line 2

City

State/Province/Region

Postal/Zip Code

Country

Witness

Optional

This authorization will expire one year from date below.

Signature *

Sign

Date

Parent/Guardian/Representative

PRINT NAME: _____

Signature: _____

Date: _____

Relationship: _____

Exhibit 3
Assessment License Agreement

This Assessment License Agreement (“**Agreement**”) between the County of Riverside, a political subdivision of the State of California, (“**Riverside**”) and [Insert Contractor Name and Organization Type] (“**Licensee**”) is made part of, and shall be effective upon the effective date of, the Master Agreement. Licensee and Riverside may be referred to in this Agreement individually as a “**party**” or jointly as the “**parties.**” This Agreement governs the Assessment, as defined below, provided by Riverside to Licensee.

RECITALS

- A. Riverside has developed a Whole Person Health Score Assessment (the “**WPHS**”) that provides an alphabetic score representing overall health of an individual. Riverside makes the WPHS available to third parties under the terms of this Agreement.
- B. Licensee desires to license access to and use of the WPHS, as further defined in this Agreement.

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Definitions. For purposes of this Agreement:

“**End User**” means individuals to whom Licensee uses the WPHS in making an assessment in connection with the Master Agreement.

“**WPHS**” or “**Assessment**” means the version of the Whole Person Health Score Assessment identified in Exhibit A and any updates or new releases furnished to Licensee by Riverside under this Agreement. The Assessment may be furnished in either electronic or hardcopy forms.

2. License Grant to WPHS. Subject to the terms of this Agreement, including Exhibit A, during the Term (as defined below), Riverside grants Licensee a limited, non-transferable, “as-is,” non-exclusive license to use the WPHS in connection with rendering services to its End Users in connection with the Master Agreement. Licensee may not modify or edit the WPHS (other than for format and style) without Riverside’s prior written authorization.

3. Digital Watermarking and Other Copyright Management Mechanisms. The WPHS constitutes valuable intellectual property of Riverside. To protect the value of that property, the WPHS may contain various mechanisms to identify and prevent copyright infringement (e.g., digital watermarking, database salting, copy protection, etc.). Licensee will not attempt to modify, circumvent, or disable these mechanisms. Any such activity will be deemed a material, non-curable breach of this Agreement. Further, removal or modification of such copyright management information may be a violation of the Digital Millennium Copyright Act.

4. End Users. Licensee is solely and exclusive liable for any warranties or representations made by Licensee to End Users regarding Licensee’s use of the WPHS and results obtained. Further, Licensee shall contractually prohibit the End User from attempting to record, copy, or extract the WPHS from the Licensee Products.

5. Restrictions. Licensee may not: (i) remove, obscure, or destroy any copyright notices, other proprietary markings or confidentiality legends placed on or made available through the WPHS; or (ii) use the WPHS in any manner or for any purpose inconsistent with the terms of this Agreement.

6. Intellectual Property. The WPHS represent valuable intellectual property of Riverside. This is not a work made-for-hire agreement (as that term is defined in Section 101 of Title 17 of the United States Code) nor a sale of intellectual property. Riverside owns all right, title, and interest, including intellectual property rights, in the WPHS

and all enhancements, modifications, and updates thereto. Except for the express, limited license granted in this Agreement, Riverside is not granting or assigning to Licensee any right, title, or interest, express or implied, in or to Riverside's intellectual property. Riverside reserves all rights in such property. For clarity, the term intellectual property shall also encompass any copyright applications filed by Riverside for the licensed material and any updates or revisions thereto, whether such applications are pending, granted, or rejected. Licensee acknowledges and agrees that Riverside retains all intellectual property rights, including but not limited to copyright rights, in and to the licensed material and any updates or revisions thereof, during and after termination of this Agreement.

7. Updates. From time-to-time, Riverside may furnish Licensee with updates and corrections to the WPHS that Riverside makes generally available to its other licensees without charge ("**Updates**"). All Updates are deemed included in the definition of "WPHS" and subject to all relevant terms of this Agreement.

8. Audit. During the Term, Riverside or its designee may audit Licensee's compliance with the terms of this Agreement, including the scope of the license granted herein. Licensee will reasonably cooperate with the audit. In the event an audit identifies a non-compliance with the terms of this Agreement, Licensee will promptly pay (i) the reasonable costs of the audit; and (ii) all damages suffered by Riverside.

9. Reserved.

10. Disclaimers. THE WPHS IS PROVIDED AS A CONVENIENCE TO LICENSEE, "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. RIVERSIDE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE/NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION, MARKETING OR PROMOTIONAL MATERIALS, OR ADVICE GIVEN BY RIVERSIDE OR RIVERSIDE'S AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE RIVERSIDE'S OBLIGATIONS HEREUNDER.

THE WPHS DOES NOT RENDER HEALTHCARE ADVICE OR DIAGNOSIS. LICENSEE AND ITS PERSONNEL ARE SOLELY RESPONSIBLE FOR USING THEIR OWN PROFESSIONAL JUDGEMENT IN ASSESSING THE VALIDITY AND USEFULNESS OF ANY RESULTS OR OTHER INFORMATION OBTAINED THROUGH THE WPHS.

11. Licensee Indemnity. Licensee will defend and indemnify Riverside and hold it harmless from any and all claims, losses, deficiencies, damages, liabilities, fines, sanctions, costs, and expenses (including but not limited to reasonable attorneys' fees) incurred by Riverside as a result of (i) its use of the WPHS in excess of the rights granted in this Agreement; or (ii) any claim by End User arising from use of the WPHS or the results therefrom. The specified insurance limits required in the Master Agreement shall in no way limit or circumscribe Licensee's obligations to indemnify and hold harmless Riverside from third party claims.

12. Reserved.

13. Limitations of Liability. RIVERSIDE WILL HAVE NO LIABILITY TO LICENSEE OR ANY THIRD PARTY FOR ANY (A) LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT AND THE WPHS; OR (B) ANY OTHER DAMAGES, WHETHER IN CONTRACT OR TORT, IN AGGREGATE IN EXCESS OF THE FEES PAID BY LICENSEE TO RIVERSIDE HEREUNDER IN THE THREE MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. The allocations of liability in this Section represent the agreed, bargained-for understanding of the parties and Riverside's compensation hereunder reflects such allocations. The limitation of liability and types of damages stated in this Agreement are intended by the parties to apply regardless of the form of lawsuit or claim a party may

bring, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose.

14. Term and Termination. This Agreement will be effective upon the effective date of the Master Agreement and continue thereafter until termination or expiration of all Contracts between Riverside and Licensee, as provided in the Master Agreement, (“Term”), unless earlier terminated as provided herein. Either party may terminate this Agreement upon a material breach of the other party, if the breaching party does not cure the breach within thirty (30) days after receipt of written notice from the other party specifying the breach.

15. Notices. All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

County of Riverside

[Insert Department Name]

[Insert Address]

Attention: [Insert]

Licensee

[Insert Licensee Name]

[Insert Address]

Attention: [Insert]

16. Obligations of Licensee. (a) Licensee is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of Riverside. There shall be no employer-employee relationship between the parties; and Licensee shall hold Riverside harmless from any and all claims that may be made against Riverside based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. (b) Licensee shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in connection with this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and all other applicable laws or regulations. (c) Licensee shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of Riverside. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect. (d) Licensee shall not use for personal gain or make other improper use of Riverside’s privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes, but is not limited to, unpublished or sensitive technological or scientific information, security records, Riverside information or data which is not subject to public disclosure, and Riverside operational procedures. (e) Licensee certifies that it is not debarred from the United States General Services Administration’s System for Award Management (SAM). Licensee must notify Riverside immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (FedReg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). (f) Licensee shall comply with all applicable federal, State and local laws and regulations. In the event there is a conflict between the various laws or regulations that may apply, Licensee shall comply with the more restrictive law or regulation.

17. Miscellaneous Provisions. Nothing in this Agreement will create in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party and nothing in this Agreement shall be construed to create any agency, joint venture or partnership. This Agreement constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. This Agreement may not be modified, amended or in any way altered except by written amendment signed by authorized representatives of both parties. Any terms and conditions which

may appear as pre-printed language or otherwise be on, attached to, or inserted within any order forms, quotes, invoices, bills, or other similar forms or documents issued by Licensee shall be of no force or effect even if such forms or documents are accepted by Riverside. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement will remain valid and enforceable according to its terms. If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply. This Agreement is governed by and construed in accordance with the laws of the State of California as applied to agreements entered into and wholly performed within California between California residents. Any action or proceeding brought by either party hereto shall be brought only in a state or federal court of competent jurisdiction located in Riverside County, California, and the parties submit to the in personam jurisdiction of such courts for purposes of any action or proceeding. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY UNDER THIS AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH IN THIS AGREEMENT WILL REMAIN IN EFFECT.

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Exhibit A
Version of WPHS

WPHS: Select version of WPHS licensed:

- Adolescent Version
- Adult Version

[Remainder of Page Intentionally Left Blank]

Exhibit 4

Security and Privacy Requirements for Access to County Information System

COUNTY and CONTRACTOR agree as follows:

1. **Access to Confidential Information through County Information Systems.** COUNTY agrees to provide CONTRACTOR with access to COUNTY Information Systems, which may contain Confidential Information (including, but not limited to, protected health information (“PHI”), personally identifiable information, public social services information), subject to the terms and conditions set forth in this Master Agreement. CONTRACTOR may access only the minimum amount of Confidential Information necessary to perform contracted services on behalf of the COUNTY under this Master Agreement.
2. **County Issued Account Identities.** (a) CONTRACTOR employees may be required to utilize and manage individual COUNTY assigned identity credentials to access COUNTY Information Systems that are managed and operated by respective COUNTY agencies. Users issued COUNTY credentials are required to comply with all COUNTY security and compliance methods, without exception, as directed by the issuing COUNTY agency, including, but not limited to, multi-factor authentication and conditional use restrictions. (b) CONTRACTOR accepts responsibility for the management of COUNTY issued accounts, including notifying respective COUNTY agencies of the onboarding and offboarding of CONTRACTOR employees assigned credentials and ensuring the completion of required User training in compliance with COUNTY Board Policies. (c) For purposes of this Exhibit 4, the terms “Users” and “User” refer to CONTRACTOR employees authorized by the COUNTY to have, and having, access to COUNTY Information Systems.
3. **Protection of Confidentiality and Security of Confidential Information.** CONTRACTOR agrees to protect the confidentiality and security of any Confidential Information accessed from the COUNTY in accordance with this Master Agreement. CONTRACTOR, including its Users, shall not access Confidential Information for “curiosity viewing,” which includes viewing their own personal Confidential Information as well as that of their children, family members, friends, or coworkers, and all others unless access is necessary to provide contracted services under this Master Agreement. CONTRACTOR, including its Users, shall not attempt to circumvent security mechanisms designed to restrict access.
4. **Usernames and Passwords.** CONTRACTOR, including its Users, shall not share their username, password or access device with any other person or allow anyone else to access COUNTY Information Systems under their username, password or access device. CONTRACTOR shall notify the COUNTY immediately if CONTRACTOR becomes aware of or suspect that another person used the username, password or device of CONTRACTOR, including its Users, to gain access to any COUNTY Information Systems.
5. **Printing Confidential Information.** If CONTRACTOR or its Users print Confidential Information, CONTRACTOR and Users shall protect the printed Confidential Information from any access or use not authorized by this Master Agreement, and thereafter shred (cross-cutting) such copies when they are no longer required for the purposes authorized herein. If printed Confidential Information is stolen or lost, the CONTRACTOR agrees to notify the COUNTY within 12 hours.
6. **Auditing Compliance.** CONTRACTOR agrees that CONTRACTOR’s compliance with this Master Agreement may be reviewed and audited by the COUNTY and, upon request by COUNTY, CONTRACTOR will return any software or equipment to the COUNTY and/or un-install or delete any software programs.
7. **Risks and Warranties.** The Parties recognize that remote access introduces unique risks that may exist on the remote access device that compromises the integrity and security of data and remote access, including but not limited to spyware, hacker access, viruses, worms, and other harmful software (collectively referred to as “Remote Access Risks”). COUNTY will not be responsible or liable for any losses or damages related to Remote Access Risks. CONTRACTOR agrees that the COUNTY will not be liable for any direct, indirect,

incidental, special or other damages incurred by CONTRACTOR. COUNTY does not guarantee or warrant the availability of remote access of COUNTY Information Systems. COUNTY reserves the right to impose additional information security safeguards including, without limitation, software and hardware requirements.

8. **Breach Notification.** CONTRACTOR shall notify the COUNTY within 12 hours of any access, use, or disclosure of Confidential Information for purposes other than those permitted by this Master Agreement.
9. **Confidentiality Concerns.** When a suspicion of or actual security incident occurs involving a remote access User who has obtained unauthorized access to Confidential Information, has disclosed Confidential Information in violation of federal or state laws or regulations, has violated any COUNTY policies or procedures regarding confidentiality or the use of Confidential Information, or has violated any provisions of this Master Agreement, the COUNTY, in its sole judgment and discretion, may take the following actions and any other actions as determined appropriate by the COUNTY:
 - a. Suspend or terminate remote access User's access to COUNTY Information Systems;
 - b. Bring legal action to enforce this Master Agreement; and/or
 - c. Notify the appropriate authorities.
10. **Contractor Responsibilities.** CONTRACTOR shall:
 - a. Require each CONTRACTOR employee who has been granted remote access to COUNTY Information Systems to sign a separate Remote Access User Agreement with the COUNTY and obtain a unique username and password. CONTRACTOR shall prohibit its employees from sharing usernames and passwords.
 - b. Require each CONTRACTOR employee to complete the COUNTY's onboarding and training prerequisites prior to accessing any COUNTY Information Systems including, but not limited to, HIPAA trainings required by the COUNTY.
 - c. Agree to train its employees on the requirements of this Master Agreement and is responsible for its employee's compliance with all provisions of this Master Agreement.
 - d. Notify the COUNTY Help Desk at (951) 955-9900 within 12 hours of termination of CONTRACTOR's employee. COUNTY will terminate such User's remote access upon notification.
 - e. Be financially responsible for all costs (including, but not limited to, the required notification and the maintenance of customer relation phone lines, civil penalties, and damages) that the COUNTY incurs as a result of an unauthorized use or disclosure caused by CONTRACTOR or its Users.

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Exhibit 5
HIPAA Business Associate Agreement

Addendum to Contract

Between the County of Riverside and [Insert Contractor Name]

This HIPAA Business Associate Agreement (the “Addendum”) supplements, and is made part of the Underlying Agreement between the County of Riverside (“County”) and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the “Effective Date”).

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, 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 Underlying Agreement; 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 111-5 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 Underlying Agreement; and,

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

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, 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:

1. **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.

- A. "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.
- (1) 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:
- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
- (2) Breach excludes:
- (a) 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.
 - (b) 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 County 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.
 - (c) 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.
- B. "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.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "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.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

- F. “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).
- G. “Health care operations” has the meaning given such term in 45 CFR §164.501.
- H. “Individual” as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. “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.
- J. “Privacy Rule” means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. “Protected health information” (“PHI”) has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. “Required by law” has the meaning given such term in 45 CFR §164.103.
- M. “Secretary” means the Secretary of the U.S. Department of Health and Human Services (“HHS”).
- N. “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.
- O. “Security Rule” means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. “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.
- Q. “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 under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County’s PHI and/or ePHI.**

- A. 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 Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. 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:
 - 1) Use PHI and/or ePHI if necessary for Contractor’s proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor’s proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,

- b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. 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,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding other provisions in this Addendum or the Underlying Agreement, 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.
- D. CONTRACTOR agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. § 2.11, with respect to the use and disclosure of PHI that also constitutes a “record” under the definitions in 42 C.F.R. § 2.11.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. 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:
 - 1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 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,

- 4) 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 Underlying Agreement 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 County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County 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 County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County 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 Underlying Agreement, or this Addendum.
- C. County 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.
- D. County 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.
- E. County 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 Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. 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 covered entities in HITECH, as may be amended from time to time.
- B. 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 County if Contractor is required by law to disclose PHI and/or ePHI.
- C. 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.
- D. 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.
- E. Report to County 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.
- F. 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.

- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
- H. 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).
- I. 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 County upon Contractor's receipt of such request from a third party.
- J. 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 County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
- N. 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.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:

- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County 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:
 - 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County 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.

- 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County 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.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. 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 County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. 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;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. 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;
 - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities 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.
8. **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.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County 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.
 - 1) **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).

- 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
- a) 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;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) 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;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) 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,
 - f) 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.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County 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.
- C. **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 County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **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.
- E. **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 County under Section 9 of this Addendum.
- F. **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.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, 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).

- 1) Contractor agrees to assist County 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.
- 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) 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.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of 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 County, all Agencies, Districts, Special Districts and Departments of 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.
- B. 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 County, 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 County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor’s indemnification to County as set forth herein. Contractor’s obligation to defend, indemnify and hold harmless County shall be subject to County 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 County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor’s obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. 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.

- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, 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.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) 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 Underlying Agreement and this Addendum.
 - 3) If termination of the Underlying Agreement 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.
- B. **Effect of Termination.**
- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. 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.
 - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County 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 Contractor maintains such PHI and/or ePHI.
12. **General Provisions.**
- A. **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.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

- C. **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.
- D. **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.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by email and to the address listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. Business Associate shall ensure all email notifications that contain PHI are encrypted before transmitting to Covered Entity. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

COUNTY HIPAA Privacy Officer Email: R.Compliance@ruhealth.org

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6459

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Remote Access User Agreement

I, the undersigned remote user, have read, understand and am fully aware of the terms of the County of Riverside ("County") Enterprise Information Systems Security Policy (Board Policy A-58), especially as applied to remote users of the County's information systems; and I agree to comply with the terms of this policy. I also agree to remain informed of and comply with future revisions to this policy.

As a remote user of the County's information systems, I will have unique access to sensitive resources that are connected through the County network. To assure security throughout the entire County network, I understand it is critical to fully comply with the measures described in the County Enterprise Information Systems Security Policy. I understand that failure to comply can place the entire County network at serious risk; and the County, in its sole judgment and discretion, may take the following actions and any other actions as determined appropriate by the County:

- a. Suspend or terminate access to County's information systems;
- b. Bring legal action for failure to comply; and/or
- c. Notify the appropriate authorities.

I, as a remote user, of the County's information systems shall at all times act in accordance with all applicable laws and County policies, rules or procedures. I shall not use County's information systems in an improper or unauthorized manner.

Remote User Name and Title: _____

Contractor Name: _____

Remote User Signature: _____

Date: _____

Responsible COUNTY Manager Approval Authority

Name and Title: _____

Signature: _____

Date: _____

This form shall be retained in COUNTY department, district or agency files.

D.3. **25-10: Ratify and Approve Assignment and Assumption Agreement Between Navisite, LLC and Accenture, LLP (AGREEMENT NO. CF22149) [\$731,085 - PROP 10 FUNDS]**



AGENDA ITEM: 25-10
DATE OF MEETING: March 12, 2025
ACTION:
INFORMATION:

**RATIFY AND APPROVE ASSIGNMENT AND ASSUMPTION AGREEMENT
BETWEEN NAVISITE, LLC AND ACCENTURE, LLP
(AGREEMENT NO. CF22149)
[\$731,085 - PROP 10 FUNDS]**

SUMMARY OF REQUEST

Ratify and Approve the Commission’s consent to the assignment agreement between Navisite, LLC and Accenture, LLP, for professional services. This assignment agreement assigns Contract No. CF22149 between the Commission and Navisite, LLC in its entirety to Accenture, LLP starting November 1, 2024.

BACKGROUND

On January 30, 2024, Navisite, LLC and its affiliates were acquired by Accenture. As part of the acquisition Navisite’s business will be transferred into Accenture. The Commission is requested to consent to the assignment agreement between Navisite, LLC and Accenture, LLP. This assignment agreement assigns Contract No. CF22149 between the Commission and Navisite, LLC in its entirety to Accenture, LLP starting November 1, 2024, including all rights and responsibilities and the remaining funds available (\$56,111.25) through June 30, 2025.

On September 14, 2022 (Action Item 22-27): Commission approved Contract No. CF22149 with Navisite, LLC for an amount not to exceed \$731,085, for the period September 15, 2022, through June 30, 2025. This request is for implementation and ongoing support for the Salesforce Customer Relationship Management (CRM) database platform.

RECOMMENDED ACTION

That the Commission:

1. Ratify and Approve the Commission's consent to the assignment and assumption agreement between Navisite, LLC and Accenture, LLP for the assignment of Contract No. CF22149 (the "Contract");
2. Assign all of Navisite, LLC's benefits and obligations under the Contract to Accenture, LLP; and
3. Authorize the Executive Director to:
 - a. Execute the consent, budget adjustments, and amendments to the Contract.
 - b. Take other necessary actions to implement the contract assignment on behalf of the Commission as outlined in the action item, without requirement for further action by the Commission.

BUDGET IMPACT

Adequate appropriation is included in the approved FY24-25 budget.
525440-25800-938001-81250-CF22149

STRATEGIC PLAN RELEVANCE

Goal Area 4 – Countywide

POTENTIAL CONFLICTS OF INTEREST

None Known

ATTACHMENTS

1. CF22149-Navisite to Accenture Assignment and Assumption Agreement
2. CF22149-Navisite to Accenture Assignment Notification

ASSIGNMENT AND ASSUMPTION AGREEMENT

BETWEEN

NAVISITE, LLC

AND

ACCENTURE, LLP

This **ASSIGNMENT AGREEMENT** (“Assignment”) is made and entered into this 1st day of November, 2024 (“Effective Date”), by and between the **NAVISITE, LLC**, a Delaware Limited Liability Company (“Assignor”), and **ACCENTURE, LLP**, a Illinois Limited Liability Partnership (“Assignee”), ultimately owned by Accenture plc, a Public Limited company organized and existing under the laws of the Republic of Ireland (“Assignee”) with the consent of **RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION**, a public body and legal public entity (“Commission”), for the purpose of assigning all rights, title, interest, obligations, and liabilities under Contract No. CF24149 from Assignor to Assignee. Commission, Assignor, and Assignee may individually be referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

A. WHEREAS Commission and Assignor entered into Contract No. CF24149, (the “Contract”) on September 15, 2022 for Assignor to provide certain Professional Services for the Commission;

B. WHEREAS Commission has been informed that Assignor has become a part of Assignee as a result of an acquisition, on January 30, 2024;

D. WHEREAS Assignor desires to assign all of its rights, title, interests and obligations under the Contract to Assignee, and Assignee desires to accept the assignment thereof, assume the liabilities and obligations thereunder, and agrees to perform and discharge all of the various obligations, duties, and covenants under or with respect to or in any way arising out of or relating to the Contract including, but not limited to, the terms contained in Exhibits A and B of the Contract; and

E. WHEREAS, Assignor has made a formal request to Commission, pursuant to Section 19 of the Agreement, to assign the Contract to Assignee; and

F. WHEREAS, in conjunction with the approval and execution of this Assignment, the Commission will provide with its consent to the Assignment, upon Assignee’s satisfactory compliance with the terms and conditions of the Contract, including, but not limited to, compliance with all applicable insurance requirements.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. Assignment of Rights, Title and Interest. Effective November 1, 2024, Assignor hereby assigns to Assignee all of its rights, title, and interests in and to the Contract.
3. Assumption of Obligations and Liabilities. Effective November 1, 2024, Assignee hereby assumes all of Assignor’s obligations and liabilities under the Contract and agrees to fulfill, perform, and discharge all of the various obligations, duties, and covenants under or with respect to or in any way arising out of or relating to the Contract including, Exhibits A and B.
4. Consent of Commission. Commission hereby consents to this Assignment, contingent upon complete execution of this Assignment and satisfactory compliance with all terms and conditions of the Contract by Assignee, including, but not limited to, compliance with all applicable insurance requirements.
5. Contract to Remain the Same. Nothing contained herein shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Contract in any matter whatsoever. In the event of any conflict between this Assignment and the Contract, the provisions of the Contract shall control.
6. Notices. All notices hereunder and communications regarding the interpretations of the terms of this Assignment, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Commission:	Riverside County Children and Families Commission Tammi Graham Executive Director 585 Technology Court Riverside, CA 92507-2423
Assignee:	Accenture LLP Mark O’Connor Managing Director Accenture Tower, 500 West Madison St Chicago, IL 60661
7. Binding Effect. This Assignment shall be binding on and shall inure to the benefit of the Parties hereto, their respective heirs, executors, administrators, successors-in-interest, and assigns.
8. Amendments to Assignment. No addition to, or alteration of, the terms of this Assignment, whether written or verbal, by the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Assignment which is formally approved and executed by each of the Parties hereto.
9. Governing Law. This Assignment is made and entered to in the State of California and shall, in all respects, be governed by, enforced, and construed in accordance with the laws of the State of California.

10. Effect of Partial Invalidity. If any term, provision, or application of this Assignment is held invalid or unenforceable, the remainder of this Assignment and any application of the terms and provisions shall not be affected thereby, but shall remain valid and enforceable.

11. Time of Essence. Time is of the essence on this Assignment.

12. Authority to Execute. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Assignment and that such execution is binding on upon the Party for which he or she is executing this document.


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

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed on the date first above written.

ASSIGNOR

NAVISITE, LLC


Dated: 02/25/2025

By: 
Peter Salamanca (Feb 25, 2025 15:51 EST)
Pete Salamanca
Chief Operating Officer

ASSIGNEE

ACCENTURE LLP

Dated: 02/25/2025

By: 
Mark O'Connor (Feb 25, 2025 15:53 EST)
Mark O'Connor
Managing Director



October 17, 2024

SENT VIA ELECTRONIC MAIL

CONFIDENTIAL

Dear Valued Customer,

Subject: Notice of Novation and Assignment and Request for Consent

We write on behalf of Navisite LLC, a Delaware limited liability company, with offices at 400 Minuteman Road, Andover, MA 01810 (“Navisite”) Navisite and Riverside County Children and Families Commission (“RCCFC”) entered into an agreement on September 15, 2022 for the provision of certain services (the “Agreement”).

On January 30, 2024, Accenture acquired Navisite and its affiliates. As part of the acquisition by Accenture, Navisite’s business will be transferred into Accenture. To integrate Navisite’s business into Accenture, the *Agreement* will be novated, transferred and/or assigned to an affiliate, Accenture LLP, a company duly incorporated and validly existing under the laws of the United States of America (“Assignee”) as further detailed below.

To that end, Accenture and Navisite seek to obtain, pursuant to the terms of the Agreement, RCCFC’s consent for the assignment and novation, to the extent novation is possible for the transfer of all duties, responsibilities, rights, obligations, and interest under the Agreement to Accenture, effective November 1, 2024 (“Assignment Effective Date”). The parties emphasize that such an assignment will not cause any harm to RCCFC and will not alter the quality or continuity of services provided.

We further request that you provide us with any additional details or instructions required by your procurement departments to ensure the proper and full transfer of the Agreement to Accenture.

With your consent noted below, we ask that following the Assignment Effective Date, all amounts owed under the Agreement will be invoiced by Accenture LLP and should be paid in US Dollar by transfer to the following account:

Please make checks payable to: Accenture LLP		
Wire Transfers:	Customer Lockbox Remittance	Checks sent via Federal Express:
JPMorgan Chase Bank, N.A.	Regular Mail:	JP Morgan
Account # - 5311314	Accenture LLP	Attn: Accenture LLP - Lockbox 70629
ABA # (Wire) - 021000021	P.O. Box 70629	131 S. Dearborn - 6th Floor
ABA # (ACH) - 071000013	Chicago, IL 60673 - 0629	Chicago, IL 60603
SWIFT Code: CHASUS33		
Qualifier: Invoice #		



With respect to any amounts due under the Agreement, with an invoice issued or dated prior to the Assignment Effective Date, please continue to issue payment to Navisite in accordance with the provisions of the Agreement.

In addition to any further instructions directed at the parties, please ensure that Accenture LLP is set up as a payee in your applicable vendor management system and that all purchase orders or similar documentation applicable for the Agreement are revised and issued in the name of Accenture LLP by the Assignment Effective Date. For any questions related to vendor registration and payment matters, please contact collections@navisite.com.

As of the Assignment Effective Date, please take note that any contractual notices under the Agreement must be delivered as follows:

Assignee:

Accenture LLP
Accenture Tower, 500 West Madison St
Chicago, IL 60661
Attention: Robert F. Goldman

Please sign below and return to us at navisite.legal@accenture.com. Alternatively, we have directed this letter to be sent to you for electronic signature through Adobe, which upon signature, will be routed to the appropriate parties for keeping and further processing. You will receive a copy of this consent letter upon execution.

Thank you for your business and assistance in this matter.

Navisite LLC

By: 
Mark O'Connor (Oct 17, 2024 17:15 EDT)

Name: Mark O'Connor

Title: SVP, Sales & Solution Architecture

I am authorized and do hereby consent to the Assignment and terms contained herein

Marathon County

By:

Name:

Title:

D.4. **25-11:** Approve 2025 First 5 Riverside County Finance Subcommittee Members



AGENDA ITEM: 25-11
 DATE OF MEETING: March 12, 2025
 ACTION:
 INFORMATION:

**APPROVE 2025 FIRST 5 RIVERSIDE COUNTY
 FINANCE SUBCOMMITTEE MEMBERS**

SUMMARY OF REQUEST

Extend appointment of current members of the Commission Finance Subcommittee for 2025. Appointment extension will take effect upon Commission action and will remain in effect through December 31, 2025, or when the appointee’s term expires, the appointee resigns or is removed.

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

BACKGROUND

Previous Commission appointments have been for one-year terms. However, at the December 12, 2024 meeting, the existing committee members proposed extending appointments to two consecutive years. Extending appointments for a two-year term will offer several benefits, one of which is fostering greater continuity of knowledge of First 5 Riverside County fiscal operations; provide additional time for members to fully understand the Commission’s strategic efforts; increase efficiency by reducing the time and resources spent on appointments and onboarding processes; and allow for opportunities to strengthen relationships with staff.

Finance Subcommittee Role: The overarching role of the subcommittee is to work with staff by providing valuable input regarding financial strategies, internal fiscal processes, transparency of financial practices, and Commission strategic investments. First 5 Riverside County staff will provide staff support to each subcommittee meeting.

January 24, 2024, (Action Item 24-03): The Commission appointed members to the Finance Subcommittee to serve a one-year term, which ended December 31, 2024.

RECOMMENDED ACTION

That the Commission:

1. Extends appointments of the following members to the Finance Subcommittee through December 31, 2025: Jose Campos, Commission Vice Chair; Zachary Ginder, Commissioner; Kimberly Saruwatari, Commissioner; Jiles Smith, Advisory Committee Member
2. Authorize future appointments of finance subcommittee members for two-year terms.

BUDGET IMPACT

None

STRATEGIC PLAN RELEVANCE

Goal 4 – Countywide Impact

POTENTIAL CONFLICTS OF INTEREST

None known

ATTACHMENT

Commission Standing and Ad Hoc Committee Policy, AI 18-04 (January 10, 2018)

**First 5 Policy/Procedure:
Commission Standing and
Ad Hoc Committees**



Subject: Commission Committee Governance

- I. **Purpose:** To establish guidelines, processes and rules related to the establishment and staffing of various Commission Committees.
- II. **Scope:** This policy governs the conduct and activities related to establishment and staffing of Commission committees.
- III. **Policy Content and Guidelines:**
 - A. Definitions:
 1. The Commission: The Riverside County Children and Families Commission, also known as the First 5 Riverside Commission.
 2. Standing Committee: A Standing Committee of the Commission are those committees that meet the following criteria:
 - a. Have names, duties, composition and terms that are determined by the Commission.
 - b. Has a perpetual purpose.
 - c. Members are appointed by the Commission.
 - d. Has no independent powers and/or authority outside of the Commission
 - e. Subject to the provision of the Ralph M. Brown Act.
 3. Ad Hoc Committee: Ad Hoc Committees:
 - a. Have names, duties, composition and terms that are determined by the Commission.
 - b. Temporary in nature, serve a specific purpose and once the purpose has been served the committee ceases to exist.
 - c. Members are appointed by the Commission and composed of less than a quorum of the Commission or its Advisory Committee. An Ad Hoc Committee may be composed solely of subject matter experts and/or community members who are recipients of services and staffed by First 5 staff.
 - d. Has no independent powers and/or authority outside of the Commission
 - e. Not subject to applicable sections of the Ralph M. Brown Act relating to meetings of local agencies.
 - B. Establishing Committees
Committees shall be established and by formal action of the Commission as it deems necessary. The formal action shall determine the Committee:

1. Purpose, duties and responsibilities
2. Composition (number, expertise, term)
3. Type (Standing or Ad Hoc)
4. Reporting requirements

C. Membership

1. Standing Committees: Shall consist of select members of the Commission and the Advisory Committee to the Commission and determined by Commission appointment.
2. Ad Hoc Committees: Shall consist of members of the Commission or the Advisory Committee to the Commission and may consist of Riverside County community members or that are not members of the Commission or its Advisory Committee. In no case shall the membership of these committees constitute a quorum of either the Commission or the Advisory Committee to the Commission.
3. Appointments: Members of standing or ad hoc committees shall be appointed by the Commission during a regularly scheduled or special meeting of the full Commission. Appointed members shall disclose all potential conflicts in accordance with Sections IV., V and VI. of the Commission's Conflict of Interest policy:
 - a. IV. - Declaration of Conflicts at Commission Meetings
 - b. V. - Elected Officials and Donations
 - c. VI. - Additional Considerations for Conflict of Interest Concerns
4. Term: All appointed members shall serve at the pleasure of and with terms designated by the Commission at time of appointment.
5. Compensation: Appointees shall serve without compensation, but may receive reimbursement for approved actual and necessary Commission related expenses incurred as a result of participation on the Committee. Reimbursable expenses include approved travel such as transportation, meals and lodging, not to exceed the amounts authorized by the Executive Director in accordance with established Commission Travel and Expense Reimbursement policy.

IV. References:

1. Riverside County Children and Families Commission Conflict of Interest Policy
2. Ralph M. Brown Act (California Government Code Section 54950 – 54963)

- D.5. **25-12:** Approve the First Amendment with Simpler North America, LLC for Lean Training and Coaching from October 25, 2023 - June 30, 2025 (**CONTRACT NO. CF24138**) [**\$800,000 - PROP 10 FUNDS AND \$125,000 F5CA HOME VISITING COORDINATION GRANT FUNDS**]



AGENDA ITEM: 25-12
DATE OF MEETING: March 12, 2025
ACTION:
INFORMATION:

**APPROVE THE FIRST AMENDMENT WITH
SIMPLER NORTH AMERICA, LLC FOR
LEAN TRAINING AND COACHING
FROM OCTOBER 25, 2023 – JUNE 30, 2025
(CONTRACT NO. CF24138)
[\$800,000 – PROP 10 FUNDS AND
\$125,000 F5CA HOME VISITING COORDINATION GRANT FUNDS]**

SUMMARY OF REQUEST

Approve the First Amendment to Contract No. CF24138 with Simpler North America, LLC, for an amount not to exceed \$925,000. This amendment increases the contract by \$125,000, funded through the First 5 California Home Visiting Coordination Grant, to expand process improvement efforts with a focus on home visiting while maintaining broader strategic plan support. The funding will enhance lean coaching across multiple initiatives, including the expansion of strategic planning efforts and the prioritization of home visiting process improvements.

BACKGROUND

Simpler North America, LLC (Simpler) is coaching and facilitating First 5 Riverside County (F5RC) workgroups on using lean thinking, tools, methods, and principles to transform its business processes. Over the life of the agreement with Simpler, a designated coach will engage and develop teams to deliver and sustain outstanding results, develop process improvement solutions, and align strategy and resources to optimize operations and resources.

This amendment adds an additional lean coach to support the countywide strategic plan implementation, with home visiting process improvements as a priority area. The coaches will focus on workflow efficiencies, implementation of Managing for Daily Improvement huddles and capacity-building efforts across multiple initiatives.

October 25, 2023: Riverside County Children & Families Commission authorized the Executive Director to approve Contract No. CF24138 with Simpler North America, LLC for an amount not to exceed \$800,000 effective October 25, 2023 – June 30, 2025, for introduction to the Greenbelt quality improvement framework and facilitation of lean principles, tools, and methods in alignment with County of Riverside transformation.

RECOMMENDED ACTION (SAMPLES).

That the Commission:

1. Approve the First Amendment to Contract No. CF24138 with Simpler North America, LLC for an amount not to exceed \$925,000 effective October 25, 2023 – June 30, 2025, for provisions of lean training and coaching in substantially the same form as the 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. CF24138, 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 is included in the approved Fiscal Year 24-25 budget. Expenses shall be allocated to 525440-25800-938001-92980 and 525440-25800-938001-92945-F5CAHV, when applicable.

STRATEGIC PLAN RELEVANCE

Goal Area 4 – Countywide (92980)

Goal Area 2 – Comprehensive Health and Development (92945)

POTENTIAL CONFLICTS OF INTEREST

None known.

ATTACHMENT

1. CF24138 A1 Simpler North America Amendment 1

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

Contractor: **Simpler North America, LLC.**

Contract No.: **CF24138 A1**

Address: **1 Orchard Road
Armonk, NY 10504**

WHEREAS, the Riverside County Children and Families Commission (“Commission”) has entered into a Contract for Investment of Funds (“Contract”) with Simpler North America, LLC. (“Contractor”) for the provision of services, and the parties now wish to amend the Contract, to be effective as of **October 25, 2023 – June 30, 2025**.

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

- A. The contract term is unchanged and remains:
October 25, 2023 - June 30, 2025
- B. The previous version of the Scope of Work has been deleted in its entirety and replaced as outlined in attachment A-1.
- C. The previous version of the Budget has been deleted in its entirety and replaced as outlined in attachment B-1. All references to the maximum reimbursable amount shall be amended from **\$800,000.00** to **\$925,000.00**.
- D. The Payment Provisions have been deleted in their entirety and replaced as outlined in attachment C-1

All other terms and conditions of the Contract, including prior amendments, shall remain in full force and effect.

Signature Page Follows

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

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Tammi Graham Executive Director	Kyle Freeman Managing Director, Healthcare and Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	1 Orchard Road Armonk, NY 10504
APPROVED AS TO FORM SIGNATURE:	
Kristine Bell-Valdez Supervising Deputy County Counsel	
Date Signed:	
ATTEST SIGNATURE:	
Lynn M. Stephens Executive Assistant IV	
Date Signed:	

ATTACHMENT A-1: SCOPE OF WORK

Contractor: Simpler North America, LLC.

Program: Staff Development

Contract #: CF24138 A-1

Term: October 25, 2023 - June 30, 2025

Program Overview: Simpler North America, LLC (Simpler) will coach and facilitate First 5 Riverside County (F5RC) workgroups on how to use lean thinking, tools, methods, and principles. During the agreement with Simpler, a designated coach will engage and develop teams to deliver and sustain outstanding results, develop process improvement solutions, and align strategy and resources to optimize operations and resources. The lean Greenbelt primer will be introduced at the F5RC all-staff meeting on November 16, 2023. The continued lean methods will support standardized approaches to performance improvement and implement lean-management measures throughout the department.

Building upon and ensuring alignment with the County's Integrated Service Delivery initiative, F5RC seeks to establish a customer-driven, prevention and early intervention-focused service delivery system.

The Agreement with Simpler North America, LLC for Lean Leadership and Delivery Support for County of Riverside in support of Integrated Services Delivery Model was originally procured through an active United States General Services Administration (GSA) Federal contract (GS-10F-0359S) which was entered into by the GSA and Simpler North America, LLC on August 1, 2006 and will be in effect until July 31, 2026.

COUNTY RESPONSIBILITIES

COUNTY shall provide designated personnel to coordinate leadership coaching and ongoing support, make decisions on behalf of the COUNTY, review, and accept the CONTRACTOR invoice and other administrative activities.

CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall:

A. provide designated personnel to coordinate leadership coaching and ongoing support, make decisions on behalf of the CONTRACTOR, and submit the CONTRACTOR invoice and other administrative activities.

B. Provide the following Transformation Services and Support:

1. Training:

- I. Basic Green training for all staff.
- II. Bronze training for leaders directly connected to the Value Stream work.

2. Daily Management:

Development and Deployment of Managing for Daily Improvement (MDI Huddles) for the value stream area to provide transparency and discipline around KPI and overall, First Five Metrics.

3. Value Stream:

- I. Contracts and Grants VS – to ensure standard processes with standard work to reduce variation and improve timeliness. Support the integration of the Help Me Grow and Health Steps Pilots into the ISD pilot at Jurupa Valley Clinic.
- II. Support Home Visiting - Activities such as Rapid Improvement Events, Managing for Daily Improvement Huddles, and technical support.

ATTACHMENT B-1: BUDGET

FISCAL YEAR 2023-2024		
Category	Description	Amount
Operational Expenses	Travel Expenses Home Visiting	\$0.00
Operational Expenses	Consulting Fees Home Visiting	\$0.00
Operational Expenses	Consulting Fees	\$358,482.00
Operational Expenses	Travel Expenses	\$45,518.00
SUBTOTAL:		\$404,000.00
FISCAL YEAR 2024-2025		
Category	Description	Amount
Operational Expenses	Travel Expenses Home Visiting	\$18,750.00
Operational Expenses	Consulting Fees Home Visiting	\$106,250.00
Operational Expenses	Consulting Fees	\$342,738.00
Operational Expenses	Travel Expenses	\$53,262.00
SUBTOTAL:		\$521,000.00
CONTRACT TOTAL		\$925,000.00

ATTACHMENT C-1: PAYMENT PROVISIONS

CONTRACTOR shall be compensated for services rendered pursuant to this Contract as follows. Total payment shall not exceed **NINE HUNDRED TWENTY-FIVE THOUSAND Dollars (\$925,000)**, which includes all expenses.

- A. **Fee:** RCCFC shall reimburse CONTRACTOR, upon submission by CONTRACTOR of an acceptable invoice for actual expenses incurred under the terms of this contract. Payment shall be due to CONTRACTOR within thirty (30) days of RCCFC's receipt of invoice.
1. Payment shall be made monthly in accordance with satisfactory completion towards Deliverables below and upon receipt of an acceptable invoice to include:
 - a. Contractor's name, address, contract number, an assigned invoice number, supporting documentation (if applicable), and payment amount due.

CONTRACTOR shall submit invoices to the Riverside County Children and Families Commission, Accounts Payable, 585 Technology Court, Riverside, CA 92507 or via email to RCCFC-accountspayable@RIVCO.org or through the Commission Data System

D.6. **25-13:** Approve First 5 Riverside County Updated Vendor List for Vendors Over \$50,000



AGENDA ITEM: 25-13

DATE OF MEETING: March 12, 2025

ACTION:

INFORMATION:

**APPROVE FIRST 5 RIVERSIDE COUNTY UPDATED VENDOR LIST
FOR VENDORS OVER \$50,000**

SUMMARY OF REQUEST

Approve the updated vendor list, which includes vendors with expenses exceeding \$50,000. For transparency in Commission operations, vendors with forecasted expenses exceeding \$25,000 are also listed.

This request for approval also includes a \$25,000 increase to the Sidekick Solutions agreement, raising the previously approved amount from \$75,000 to \$100,000. This additional funding will expand existing services by integrating automation, enhancing data-sharing capabilities with DPSS, and establishing a scalable data warehouse to improve business intelligence reporting. The proposed expansion aligns with the Commission's strategic priorities by creating a cohesive data architecture that supports program evaluation, reporting, and integration with county systems.

Additionally, this request includes US Bank, which administers the county's credit cards (P-Cards). P-Cards are used for purchases from various vendors when deemed necessary by staff, including but not limited to travel expenses, items for special events, and infrequently used vendors who are not set up to receive payments directly from the county.

BACKGROUND

On January 22, 2025 (Action Item 25-05), the Commission approved the FY 2024/25 revised annual budget and vendor list.

On May 8, 2024 (Action Item 24-15), the Commission approved the FY 2024/25 annual budget and vendor list.

RECOMMENDED ACTION

That the Commission:

1. Authorize the Executive Director or Designee to:
 - a. Expend funds for the vendors noted below under the Operational Expense section of this budget.

Table A. Vendor List

Vendor – Description	Total
Action Item – 25-13	
US Bank – County Credit Card Bank	\$ 100,000
City of Riverside – 585 Technology Ct Office Public Utilities	\$ 30,000
Revised Totals	
Sidekick Solutions – A360 IT Development & TA	\$ 100,000

- b. Execute documents, contracts, and amendments, including coordination of appropriate actions to expend funds in accordance with established Commission policy.

ATTACHMENT

1. FY 2024/2025 Cumulative Vendor List

	Vendor	Description	Action Item #	Commission Meeting Date	Approval by	Total	Action Item #	Commission Meeting Date	Approval by	Additional	Revised Total	YTD Expenditures as of 02/18/25
1	First 5 Association of California	Membership	24-15	05/08/24	Commission	\$ 50,000						\$ 50,000
2	Totalplan and/or GM Business Interiors	Office Reconfigurations	24-15	05/08/24	Commission	\$ 100,000	25-08	01/22/25	Commission	\$ 100,000	\$ 200,000	\$ 66,173
3	LakeShore Parent LLC	Learning materials	24-15	05/08/24	Commission	\$ 50,000	25-08	01/22/25	Commission	\$ 25,000	\$ 75,000	\$ -
4	Discount School Supply	Learning materials	24-15	05/08/24	Commission	\$ 50,000	25-08	01/22/25	Commission	\$ 25,000	\$ 75,000	\$ -
5	CM School Supply	Learning materials	24-15	05/08/24	Commission	\$ 50,000	25-08	01/22/25	Commission	\$ 25,000	\$ 75,000	\$ -
6	Kristin Gist Consulting	CHD Consulting	D.2	09/11/24	Executive Director	\$ 50,000						\$ 27,000
7	Sidekick Solutions LLC	A360 IT Development & TA	D.2	09/11/24	Executive Director	\$ 49,940	25-08 25-13	01/22/25 03/12/25	Commission Commission	\$ 25,060 \$ 25,000	\$ 75,000 \$ 100,000	\$ 48,629
8	Crash Creative	Videography	D.2	09/11/24	Executive Director	\$ 30,500						\$ -
9	City of Temecula	Swim lessons	25-08	01/22/25	Executive Director	\$ 49,978						\$ 7,680
10	Comprehensive Autism Center	Early Explorers Program	25-08	01/22/25	Executive Director	\$ 34,114						\$ 6,010
11	Family YMCA of the Desert	Swim lessons	25-08	01/22/25	Executive Director	\$ 50,000						\$ -
12	Teachstone Training LLC	Training - Reg 9 HUB	25-08	01/22/25	Commission	\$ 63,500						\$ 28,600
13	Riverside Convention Center	QEL Conference	25-08	01/22/25	Commission	\$ 100,000						\$ -
14	Hexagramm	DLL Books	25-08	01/22/25	Commission	\$ 50,000						\$ -
15	Book Vine	Learning materials	25-08	01/22/25	Commission	\$ 50,000						\$ -
16	Lysnn	Motivational interviewing training licenses	25-08	01/22/25	Executive Director	\$ 49,900						\$ -
17	RCIT	MicroSoft Licenses	25-08	01/22/25	Commission	\$ 110,000						\$ -

E. **Discussion/Action Item**

E.1.**25-14**: Approve Contract with Riverside County Office of Education for the First 5 Riverside County Hybrid Alternative Payment Program From July 1, 2025 - June 30, 2027 (**Contract NO. CF25121**) [**\$6,400,000 - PROP 10 FUNDS**] - Charna Widby, Assistant Director



AGENDA ITEM: 25-14
DATE OF MEETING: March 12, 2025
ACTION:
INFORMATION:

**APPROVE CONTRACT WITH
RIVERSIDE COUNTY OFFICE OF EDUCATION FOR
THE FIRST 5 RIVERSIDE COUNTY HYBRID ALTERNATIVE PAYMENT PROGRAM
FROM JULY 1, 2025 – JUNE 30, 2027
(CONTRACT NO. CF25121)
[\$6,400,000 – PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve Contract No. CF25121 with Riverside County Office of Education (RCOE) for an amount not to exceed \$6,400,000 effective July 1, 2025 – June 30, 2027, for the First 5 Riverside County Hybrid Alternative Payment Program (F5 RHAP) to support up to 150 monthly subsidized childcare scholarships, to support approximately 200 Quality Start Riverside County Alternative Payment (AP) providers with flat rate quality reimbursements, and to build provider capacity by providing incentives for up to 125 newly enrolled AP providers.

BACKGROUND

Since 2016, the partnership with RCOE has supported Riverside County families with the high cost of quality infant and toddler care. The F5 RHAP is a subsidized reimbursement program that provides scholarships to families with children from 0 through 4 years of age, prioritizing children through the age of 3. RCOE administers the California Alternative Payment Program (CAPP), CalWORKs - Stage 2 Alternative Payment Program (C2AP), and the CalWORKs - Stage 3 Alternative Payment Program (C3AP) to enroll families into childcare services in the Alternative Payment (AP) System. The F5 RHAP program supplements and enhances the state-subsidized system by addressing gaps in the eligibility requirements and funding in the existing system. F5 RHAP allows rapid enrollment to meet the immediate needs of the families of special populations, providing immediate access to services while families are completing the enrollment process for the AP System. Special populations are defined as, but not limited to, families in crisis, migrant families, children living in foster care, children with special needs, grandparents raising grandchildren, and families impacted by displacement or relocation.

The F5 RHAP scholarships allow flexibility to support Alternative Payment providers with direct referral opportunities to provide immediate access to services. F5 RHAP layers

additional funding to enhance program quality improvements for eligible Quality Start Riverside County participating providers.

F5 RHAP expands the number of licensed providers that accept childcare subsidies. Utilizing the existing system that supports children, families, and providers, RCOE will incentivize currently licensed providers to join the AP System, and Family, Friend, and Neighbor (FFN) providers to become licensed so they can enter into the AP System as well. The intent is to increase the pool of licensed providers to serve children through the RHAP and the AP Systems. Performance benchmarks for RHAP will include provider retention rates, scholarship utilization rates, and quality improvement measures. Regular updates will be provided to the Commission on progress toward meeting a minimum 85% provider retention goal.

May 10, 2023 (Action Item 23-28) the Commission approved Contract No. 24121 with RCOE for an amount not to exceed \$7,000,000 effective July 1, 2023 – June 30, 2025, for the First 5 Riverside County Hybrid Alternative Payment Program (F5 RHAP) to support 150 subsidized childcare scholarships and to support approximately 200 Quality Start Riverside County, Alternative Payment providers with flat rate quality reimbursements as continuation of financial support for quality improvements.

March 10, 2021 (Action Item 21-08) the Commission approved Contract No. 22116 with RCOE for an amount not to exceed \$6,000,000 effective July 1, 2021 – June 30, 2023, for the continued RHAP Program. The contract was increased in May 2023 to an amount not to exceed \$7,094,680 to support the direct referral opportunities to enroll families up to 12 months and bridges enrollment of Migrant families in the Eastern Coachella Valley to provide immediate access to services through RHAP while families are completing the enrollment process for the California Alternative Payment Program.

May 11, 2016 (Action Item 16-09), the Commission approved Contract No. 16121 with RCOE for RHAP to support a subsidized reimbursement and quality incentive program for low-income children 0 through 5 years of age to access early learning education in quality settings through a systems approach. The contract was reduced in 2019 after RCOE received increased State funding for the California Alternative Payment Program, and in 2020 amended to include subsidy for essential workers under the COVID-19 pandemic.

RECOMMENDED ACTION

That the Commission:

1. Approve Contract No. CF25121 with Riverside County Office of Education for an amount not to exceed \$6,400,000 effective July 1, 2025 – June 30, 2027, for the First 5 Riverside County Hybrid Alternative Payment Program in substantially the same form as the draft Contract No. CF25121 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. CF25121, 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

If approved, adequate appropriation will be included in the FY25-26 and FY 26-27 budget requests.

527980-25800-938001-92950-CF25121

STRATEGIC PLAN RELEVANCE

Goal: 1 Quality Early Learning

POTENTIAL CONFLICTS OF INTEREST

Commissioner Edwin Gomez, Ed. D, County Superintendent of Schools

Commissioner Elizabeth Romero, Riverside County Office of Education Board Member

ATTACHMENT

1. CF25121 A0-Riverside County Office of Education for F5RHAP.

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

RCCFC AWARD: **CF25121**
 CONTRACTOR: **Riverside County Office of Education**
 CONTRACT TERM: **07/01/2025 – 06/30/2027**
 MAXIMUM REIMBURSABLE AMOUNT: **\$6,400,000**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed \$6,400,000

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the “Contract”) shall not exceed **SIX MILLION FOUR HUNDRED THOUSAND DOLLARS, (\$6,400,000)**, 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	JoAnne Lauer, Assistant Superintendent and Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	PO Box 868 Riverside, CA 92502-0868
APPROVED AS TO FORM SIGNATURE:	
Kristine Bell-Valdez Supervising Deputy County Counsel	
Date Signed:	
ATTEST SIGNATURE:	
Lynn M. Stephens Executive Assistant IV	
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:

JoAnne Lauer
Assistant Superintendent
PO Box 868
Riverside, CA 92502-0868

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 **07/01/2025** through **06/30/2027** 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

Contractor: Riverside County Office of Education

Program: Riverside Hybrid Alternative Payment Program

Contract #: CF25121

Term: 07/01/2025 – 06/30/2027

Program Overview:

Since 2016, the partnership with RCOE supported Riverside County families with the high cost of quality infant and toddler care. The First 5 Riverside County Hybrid Alternative Payment (F5 RHAP) Program is a subsidized reimbursement program, providing scholarship services for families with children 0 through 4 years of age, with a priority to children 0 through 3 years old, that meet eligibility criteria to access early care and education in child care settings. F5 RHAP employs a two-generation approach which provides opportunities to develop skills in readiness for school and meets the needs of parents and their children together. Parents receive education on the elements of quality integrated into F5 RHAP to increase the likelihood that parents will choose quality licensed early learning environments when selecting a provider to care for their child(ren). Children in turn will be enrolled in quality early learning environments. All providers receiving F5 RHAP reimbursement must be licensed and meet minimum quality requirements and are advised to participate in Quality Start Riverside County (QSRC).

Riverside County Office of Education (RCOE) administers the California Alternative Payment Program (CAPP), CalWORKs Stage 2 Alternative Payment Program (C2AP), and the CalWORKs Stage 3 Alternative Payment Program (C3AP) to enroll families into childcare services in Alternative Payment (AP) System. The F5 RHAP program supplements and enhances the state-subsidized system by addressing gaps in the eligibility requirements and funding in the existing system. RHAP allows for rapid enrollment to meet the immediate needs of the family, providing immediate access to services while families are completing the enrollment process for the AP System. Program objectives to be achieved will include: (1) Access to scholarships; (2) Educating parents about choosing quality care; and (3) Quality incentive layering to eligible QSRC providers, including a pay differential (Adjustment Factor) for children identified with exceptional needs. Exceptional needs (also referred to as special needs) are defined as: Children ages 0 through 4 years of age, who have been determined eligible for special education and related services with a documented formal Individualized Family Service Plan (IFSP) or Individualized Education Program (IEP), shall be receiving early intervention services or appropriate special education and related services, and shall be children who require the special attention of adults in a childcare setting.

F5 RHAP seeks to expand the number of licensed providers that accept childcare subsidies. Utilizing the existing system that supports children, families, and providers, RCOE will incentivize currently licensed providers into the AP System, and Family, Friend, and Neighbor (FFN) providers to become licensed and into the AP System. The intent is to increase the pool of licensed providers to serve children through the RHAP and the AP System.

SOW Details:

Program Objectives

Access to Scholarships

F5 RHAP is intended to enroll eligible children, with an emphasis on infants and toddlers (ages 0-3) to access quality early learning environments and to create a rapid enrollment pathway for families of special populations to access subsidized care. Special populations are defined as, but not limited to, families in crisis, migrant families, children living in foster care, children with special needs, grandparents raising grandchildren, and for families impacted by displacement or relocation.

RCOE is responsible for certifying family eligibility to participate in the F5 RHAP program and transitioning eligible families into AP System. The certification of eligibility is a formal process conducted by RCOE to collect information and documentation to determine that the family and/or child meets the criteria for subsidized childcare and development services before enrollment in the F5 RHAP program, and on an annual basis. Income eligibility determination for F5 RHAP will be performed based on the most current published Child Care and Development Income Rankings approved by the California Department of Education (CDE).

Parents may choose from any eligible licensed providers. The F5 RHAP program serves children and families as follows:

- Up to 75 per month within fiscal year 2025-2026 full-time scholarships available for children 0 through 4 years of age, with a priority for children 0 through 3 years old
- Up to 150 per month within fiscal year 2026-2027 full-time scholarships available for children 0 through 4 years of age, with a priority for children 0 through 3 years old
- Children aged 4 currently in F5 RHAP may remain in the program until the recertification date or their 5th birthday, whichever comes first.
- Families must meet income eligibility typically assessed for enrollment to state subsidized programs, including payments of any Family Fees and/or co-payments to the provider for the difference when a provider's rate exceeds the allowable reimbursement ceiling.
- Part-time services (no more than 4 hours per day and no more than 20 hours per week) will be available to children to experience early childhood education, regardless of parents' work or school status (i.e. no work or school requirement).
- Vacations from work or school will not impact on the type of services needed.

Direct Enrollment

QSRC participating providers and newly enrolled AP sites are eligible to directly enroll infants and toddlers, and families of special populations. For children who are directly enrolled, certification for eligibility will be conducted by the 6th month from the date of enrollment (not to exceed 6 months).

Parent Education

RCOE will provide education to all parents in F5 RHAP on the importance of quality in early care and education settings. Parents and families of children who require childcare services should feel encouraged and empowered to take responsibility to review the safety of the childcare program or facility, and to evaluate the ability of the program or facility to meet the needs of their child.

Quality Incentive Layering & Exceptional Needs Adjustment Factor

RCOE will provide quality incentive payments to eligible QSRC sites serving children 0-3 years old in F5 RHAP and the AP system. The quality incentive is integrated across the AP system to

increase access to quality programs for low-income children and support quality improvement efforts with eligible QSRC providers. Quality Incentive Layer reimbursements are formulated utilizing a flat rate and are contingent upon:

- Providers' active participation in QSRC.
- Providers' submission of required documentation to RCOE monthly.
- An annual review by RCOE of enrollment, eligibility certification, and attendance verification.
- Flat Rate Quality Incentive Structure per full-time week:
 - o Center-Based: \$40
 - o Family Child Care: \$25

Note: The flat rate is the same regardless of the child's age and based on a Full-Time scholarship. Rates are halved for Part-Time scholarships.

- Exceptional Needs Adjustment Factor pay differential is calculated based on the base CAPP rate, as follows:
 - o 1.2 adjustment factor for children identified with exceptional needs, and
 - o Documented proof of an existing IEP or IFSP must be provided to RCOE to receive the pay differential.

Increasing Provider Capacity

RCOE will provide up to 125 providers per fiscal year with incentives for becoming a newly enrolled AP provider or an FFN who becomes licensed and an AP provider. The incentive is intended to increase the pool of licensed providers available to serve children and families through the AP system and to support quality improvement in the program. Newly enrolled providers will be connected to QSRC. This expansion of AP providers allows families more choices for an eligible provider participating in the AP system. Eligibility for the incentive is limited to childcare centers and family child care homes that are not local education agencies or Head Start agencies.

RCOE will track the retention rate of newly enrolled providers and assess the effectiveness of incentive structures to ensure sustained provider participation. A target retention rate of 85% over the contract period will be established as a key performance indicator. Quarterly reports will include provider retention trends, reasons for provider exits (if applicable), and an evaluation of incentive effectiveness.

Performance Target(s)-Annually

Target(s)	Cycle:	July	1,	2025	–	June	30,	2027
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Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Performance Targets and Reporting Requirements
Access to Scholarships	<ul style="list-style-type: none"> Provide access to F5 RHAP scholarships for currently enrolled children and transition eligible families to the AP System. Provide transitional support to ensure continuity of care for families eligible for Alternative Payment services. Provide subsidized reimbursement for children based on eligibility criteria. Allow parents to choose a licensed provider. Provide expertise in reviewing eligibility of families and provide payment for services to the various participating QSRC sites. Provide access to scholarships for currently enrolled and new slots for infants and toddlers. 	<ul style="list-style-type: none"> Monthly review and maintenance of CEL, to provide accurate status of availability to those continuing to pursue services. Certify family eligibility annually. Provide payment to approved sites as verified through attendance records. Meet monthly and quarterly reporting requirements. Include progress and status of eligibility list and the number of placements in PPR. 	<ol style="list-style-type: none"> RCOE will provide up to 75 FY 25-26 and up to 150 FY 26-27 <u>full-time</u> equivalent (FTE) F5 RHAP scholarships/slots for children, monthly. <ol style="list-style-type: none"> Report the number of children enrolled in a F5 RHAP scholarship/slot, monthly. Report the number of F5 RHAP scholarships/slots (by part-time/full-time, infant toddler/preschool) provided to children by zip code, monthly. Report on the number of new children enrolled monthly. Report on the number of RHAP children who transitioned into the AP System monthly.

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Performance Targets and Reporting Requirements
Special Populations	Allocate scholarship slots for children in F5 RHAP for Special Populations.	<ul style="list-style-type: none"> Special populations slot is available for children in families in crisis, migrant families, children in foster care, children with special needs, grandparents raising grandchildren, and continuity of care for families impacted by displacement due to program reduction. Ensure a copy of an IEP or an IFSP is obtained for all children identified with exceptional needs for pay differential reimbursement rates. Direct enrollment is eligible to providers (one family only) for children with special needs, and new AP sites. 	<ol style="list-style-type: none"> Report on the number of children with exceptional needs enrolled for F5 RHAP services, monthly. Report on the number of children, defined as special populations, enrolled for F5 RHAP services, monthly.
Parent Education	Provide education to parents on the importance of quality learning environments to enable them to make informed decisions on selecting a site to enroll their child.	<ul style="list-style-type: none"> Meet monthly and quarterly reporting requirements. 	<ol style="list-style-type: none"> RCOE will report on the number of parents/caregivers who are provided with education on quality in early learning environments, monthly.

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Performance Targets and Reporting Requirements
<p>Quality Incentive Layering – Flat Rate & Adjustment Factor</p>	<p>Administer reimbursement payments to eligible QSRC providers based on a flat rate.</p> <p>Support efforts to increase quality, integrate F5 RHAP incentives across the AP system to optimize provider participation.</p> <p>Increase access for low-income children and increase quality in early learning program.</p> <p>Administer reimbursement payments to participating providers based on current CAPP rate and apply a 1.2 adjustment factor for children identified with exceptional needs.</p>	<ul style="list-style-type: none"> • Conduct annual review of providers to ensure program participation and eligibility for flat rate incentive. • Meet monthly and quarterly reporting requirements. • Include progress and status on new participating CAPP providers in the PPR. • Categorize incentives for F5 RHAP and CAPP in back-up documentation submitted to F5RC. • Report on the number of unduplicated children generating a flat rate incentive, on a quarterly basis. 	<p>5. RCOE will report on the number of sites that receive a flat rate incentive, monthly.</p> <ul style="list-style-type: none"> a. Report on the number of sites receiving incentives by zip code. b. Report on the number of incentives paid for RHAP children 0-3 years of age. c. Report on the number of incentives paid for AP children 0-3 years of age. d. Report on the unduplicated number of children for quality incentives, monthly. <p>6. RCOE will report the number of sites receiving an adjustment factor for exceptional needs children by zip code, monthly.</p>

ATTACHMENT B: BUDGET

Budget Start Date: 07/01/2025

Budget End Date: 06/30/2027

Total Amount: \$6,400,000

Contract	July 1, 2025 – June 30, 2026 75 Children Monthly	July 1, 2026 – June 30, 2027 150 Children Monthly	Total
Access (scholarships)	\$625,000	\$1,000,000	\$1,625,000
Quality Incentive for children 0-3	\$1,700,000	\$1,700,000	\$3,400,000
Newly enrolled AP providers – New providers will receive \$1,500 incentive	\$187,500	\$187,500	\$375,000
RCOE Admin	\$500,000	\$500,000	\$1,000,000
Total	\$3,012,500	\$3,387,500	\$6,400,000

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **SIX MILLION FOUR HUNDRED THOUSAND DOLLARS (\$6,400,000)** 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: **07/01/2025 – 06/30/2027**

1. Method, Time, and Schedule Conditions of Payment

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

2. Allowable Costs

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

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

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

ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY

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

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

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

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

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

- F. **Presentations/Action Items/Public Hearings – Supervisor Washington, Chair**
 - F.1. Conduct a Public Hearing on the Fiscal Year 2023/2024 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 - Yvonne Suarez, Assistant Director
 - F.1.a. **Public Hearing:** Annual Report of the California Children and Families Commission for Fiscal Year 2023/2024 - Supervisor Washington, Chair
 - F.1.b. **25-15: Receive and File:** Annual Report of the California Children and Families Commission for Fiscal Year 2023/2024 - Supervisor Washington, Chair



AGENDA ITEM: 25-15
DATE OF MEETING: March 12, 2025
ACTION:
INFORMATION:

**RECEIVE AND FILE ANNUAL REPORT OF THE
CALIFORNIA CHILDREN AND FAMILIES COMMISSION
FOR FISCAL YEAR 2023/2024 AND CONDUCT A PUBLIC HEARING**

SUMMARY OF REQUEST

Receive and file the California Children and Families Commission (First 5 California) 2023/2024 Annual Report and conduct a public hearing pursuant to the California Children and Families Act, as required by California Health and Safety Code Section 130140(H).

BACKGROUND

The annual report provides an overview of the California Children and Families Commission structure, vision, mission and goals, priority areas, signature programs, program results, and accomplishments.

March 12, 2025: A copy of the report is provided to Commissioners as part of the meeting packet. The report also features highlights of local county commissions. Riverside County highlights are included on page 58.

February 19, 2025: Fiscal Year 2023/2024 state commission annual report was posted to the First 5 Riverside County local website <https://rccfc.org/About-Us/Impact> for public view.

The California Children and Families Act (Proposition 10) requires that:

1. The state Children and Families Commission prepares a written report that consolidates, summarizes, analyzes, and comments on the annual audits and reports submitted by all of the 58 county commissions for the preceding fiscal year. The report must be transmitted to the Governor, legislature, and each county commission.

2. Each county commission must conduct at least one public hearing on each annual report distributed by the state commission.

RECOMMENDED ACTION

That the Commission:

1. Conduct a public hearing in compliance with California Health and Safety Code Section 130140 (H); and
2. Receive and file the report (no Commission approval or adoption is required).

ATTACHMENT

1. California Children and Families Commission (First 5 California) Annual Report for Fiscal Year 2023/2024.



ANNUAL REPORT FY 2023–24

First 5 California

www.cafc.ca.gov



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COMMISSION MEMBERS



Katie Albright, Chair

Appointed by the Governor

Shana Hazan, Vice Chair

Appointed by the Senate Rules Committee

Elsa Mendoza Jimenez

Appointed by the Governor

Jackie Majors

Appointed by the Governor

Lori Risso

Appointed by the Governor

Vivian Velasco Paz

Appointed by the Governor

Amy Bernardino-Fabi

Appointed by the Governor

Kim Johnson, Ex Officio Member

Secretary of Health and Human Services

MESSAGE FROM FIRST 5 CALIFORNIA

Fiscal Year 2023–24 was a period of resilience, innovation, and collaboration as First 5 California strengthened its efforts to uplift California’s youngest children and their families. This year, we embraced both new challenges and opportunities to adapt our work, ensuring families across the state have the resources, tools, and support they need during the critical early years of their child’s life.

First 5s continue to navigate the challenges of declining revenue due to the steady reduction in tobacco tax funding, which has been the primary source of funding for First 5 programs since our inception. This ongoing decline reflects broader shifts in public behavior and tobacco consumption, which, while positive for public health, necessitates innovative solutions to sustain critical early childhood programs. First 5 California remains committed to addressing this funding challenge, alongside our county partners, by advocating for diversified revenue streams, leveraging public-private partnerships, and prioritizing strategic investments that maximize impact for children and families. As we face this fiscal reality, our focus remains on ensuring that essential services for California’s youngest children are protected and expanded wherever possible.

This year we deepened our investments in innovative programs, research, advocacy, and media that reflect a whole-child, whole-family, whole-community approach. We remain guided by our core belief in equity: that every child, regardless of their background or circumstance, deserves a strong start in life.

New investments include:

- \$57 million for the next iteration of First 5 California’s public education and awareness campaign around Adverse Childhood Experiences (ACEs) and toxic stress.
- \$15 million for the award-winning Kit for New Parents which targets hard-to-reach and low-income families, providing key information and resources for first-time parents, grandparents, and caregivers.
- \$2.5 million to fund Kick It California, an ongoing tobacco education and cessation helpline that provides evidence-based tobacco cessation services to help users who are pregnant, or parents and caregivers of children ages 0–5.

In addition to new investments approved in FY 2023–24, several investments approved in previous years continued to be implemented this year, including:

- The Stronger Starts public education and awareness campaign continued its messaging around ACEs and toxic stress response to families and caregivers of young children.

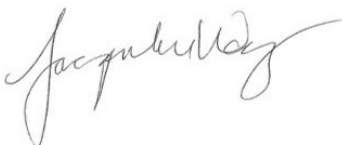
- IMPACT Legacy, which represents a continued commitment to the innovative First 5 IMPACT approach to quality improvement and professional development systems for early learning and care providers, completed its first year. Funding was awarded to 10 regional grantees while continuing to fund all 58 counties and the Tribal Child Care Association of California.
- Twenty-one small population counties continued to receive base funding through the Small Population County Funding Augmentation (SPCFA) to support county commission activities needed for Proposition 10 to be a statewide effort that promotes, supports, and improves the early development of children ages 0–5.
- Refugee Family Support grantees provided targeted county-level support for childcare, family supports, and resettlement coordination for Afghan and other refugee communities through activities such as socio-cultural adjustment and systems navigation, short-term emergency childcare, and emergency housing.
- Nine regions were granted funding for regional technical assistance for home visiting coordination and integration under the Home Visiting Regional Technical Assistance Grants in much the same way that IMPACT Legacy regionalized funding for IMPACT consortia.

Our work is not done in isolation. This year, we prioritized partnerships – across state agencies, community organizations, and county commissions – to amplify our collective impact. Together we focused on systems change and breaking down barriers that stand in the way of success for California’s children.

As we look to the future, First 5 California remains focused on building sustainable solutions to ensure that in a generation, all children 0–5 will have the safe, stable, nurturing relationships and environments necessary to achieve healthy development. This requires us to be innovative, intentional, and responsive to the needs of California’s children and families. We are committed to pushing forward with urgency, knowing the investments we make today will shape California’s generations to come.

On behalf of First 5 California, we thank all of those who make this work possible – from parents and caregivers to policymakers and community partners. Together, we are building a stronger, brighter future for every child in California.

Sincerely,



Jackie Thu-Huong Wong (she/her)
Executive Director
First 5 California

Proposition 10 and the Legacy of First 5 California

In 1998, California voters passed Proposition 10—the California Children and Families Act (the Act)—and declared the importance of investing in a better future for California’s youngest children.

Proposition 10 imposes a 50-cent tax on tobacco products to generate revenue. Eighty percent of the revenue is allocated to the 58 First 5 county commissions based on annual birth rate, and 20 percent is allocated to the California Children and Families Commission (First 5 California). County commissions determine how to allocate their portion of the funds based on the specific needs and priorities of their communities. First 5 California’s funds are used to advance statewide systems change efforts including making additional strategic investments in counties across the state.

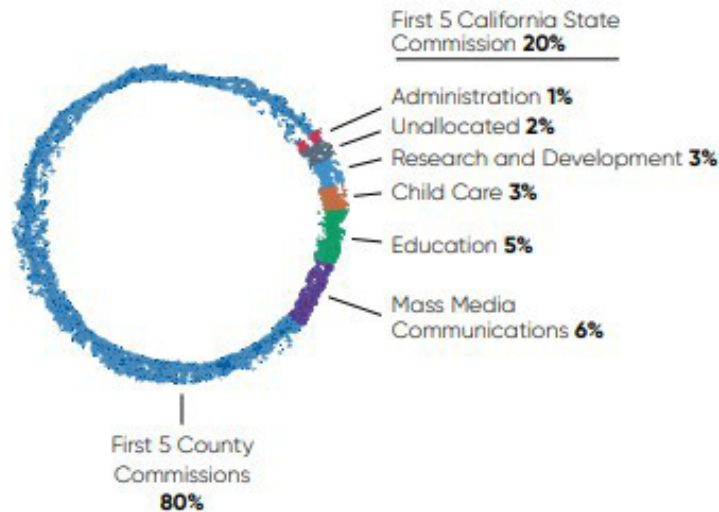
For 25 years, First 5 California has invested in the development of programs, services, and systems emphasizing improvement in early care and education, child health and development, family resiliency, research, and community awareness.

Accountability: Funding and Audit Results

Under the California Children and Families Act, the California Department of Tax and Fee Administration (CDTFA) collects an excise tax levied on all cigarette and tobacco products and deposits revenue, less refunds, administrative expenses, and statewide assessments, into the California Children and Families Trust Fund, allocating 20% to First 5 California and 80% to county commissions. In FY 2023–24, First 5 California received \$67.5 million, and county commissions received \$270.3 million, in Proposition 10, Proposition 56 (backfill), and California Electronic Cigarette Excise Tax (CECET) revenues.



Exhibit 1: First 5 California Children and Families Commission Funds—Allocation of State Portion



Source: Health and Safety Code Section 130105

The amount of funding allocated annually to each county commission is based on the annual number of births in the county relative to the total number of births in the state. The counties invest their dollars in locally designed programs, as well as in First 5 California’s statewide programs, focusing on priorities such as child health, child development, and family resiliency for California’s children prenatal through age 5 and their families. The administration of these and other programs are consistent with all applicable state and federal laws, rules, and regulations.

The State Controller’s Office conducts an annual audit review of the 58 county commissions’ independent audits. In November 2023, the State Controller’s Office published its review of the counties’ audits for FY 2021–22, summarizing their review of audit findings disclosed in the auditor’s reports and their follow up on the corrective action to ensure compliance with policies and practices specified in the California Health and Safety Code. None of the findings were significant enough to withhold funding. Results of the FY 2021–22 Audit Oversight can be viewed on First 5 California’s website at:

https://www.cfc.ca.gov/pdf/about/budget_perf/annual_report_pdfs/etc/AR-SCO-Audit_Report-2020-2021.pdf

First 5 California consists of our Executive Office, External and Governmental Affairs Office, Program Innovation and Evaluation Division, Administration Office, Fiscal Services Office, Contracts and Procurement Office, and Information Technology Services, providing staff resources to strengthen First 5 California's operations and systems through oversight and coordination of:

- Fiscal management of the California Children and Families Trust Fund
- Tax revenue disbursements to county commissions
- Audits and annual fiscal reports
- Local agreement and program-disbursement management
- Public education and outreach
- Evaluation of First 5 California programs
- Procurement and contract management
- Workforce recruitment and development
- Information technology
- Business services
- Legislative advocacy efforts

First 5 California promotes investments towards the development of programs, services, and systems that support California's youngest children. The Commission approved \$125.8 million in October 2022 for the Impact Legacy program which was granted to counties beginning in 2023–24. This investment is in addition to ongoing county program investments such as Home Visiting at \$24 million, Small Population County Funding Augmentation (SPCFA) at \$20 million, Refugee Family Support at \$3 million, and Shared Services Alliances at \$1.7 million.

Building Public Will and Investment

In 2021, First 5 California adopted a North Star and Audacious Goal. As part of this process, a theory of change was developed, and system levers were identified to frame the work of First 5 California. To better integrate this into the current strategic plan, First 5 California developed a Results-Based Accountability (RBA) framework that identified the process for establishing population-level indicators, Specific, Measurable, Achievable, Relevant, and Timely (SMART) Goals, and performance measures that align to the North Star and Audacious Goal.

North Star

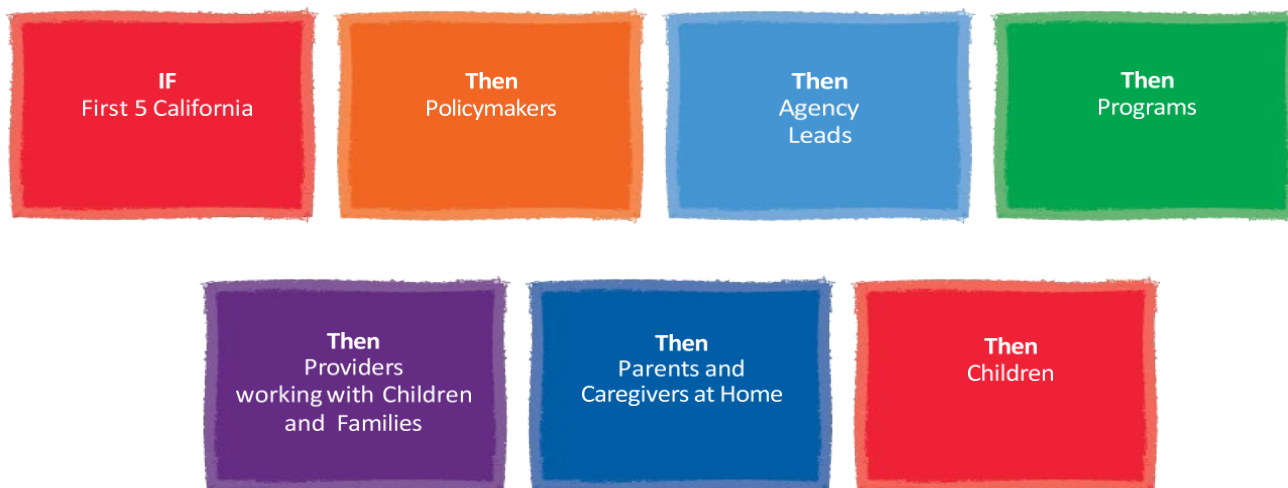
Trauma-informed, healing- centered, and culturally responsive systems promote the safe, stable, nurturing relationships and environments necessary to eliminate inequities and ensure healthy development for all children.

Audacious Goal

In a generation, all children 0–5 will have the safe, stable, nurturing relationships and environments necessary to achieve healthy development.

First 5 CA Theory of Change

Theory of change describes the levers, actions, and outcomes of First 5 California’s work.



First 5 California System Levers:

- **Advocate:** Advocate to federal and state policy makers
- **Convener/Connector:** Bring together state agencies that support young children and their families
- **Catalyst:** Provide funding for research and evaluation, innovative practices, and collaboration between different systems
- **Broadcaster:** Communicate to the general public utilizing television, radio, newspapers, and other mass media

Legislative and Budget Engagement

First 5 California has been actively advocating for policies that support the well-being and development of California's youngest residents, and ensuring our legislative agenda remains aligned with First 5 California's North Star and Audacious Goal statements. This alignment helps focus advocacy efforts on key policy initiatives in Adverse Childhood Experiences (ACEs), childcare, education, healthcare, social services, equity, and infrastructure. Our recently launched [Raise CA Strong](#) campaign and ongoing ACEs forums further strengthen these priorities, promoting statewide awareness and collaborative solutions to pressing childcare and early childhood issues.

Key Legislative and Budgetary Accomplishments

First 5 California and its partners advocated for historic budget allocations and supported essential legislation advancing the following early childhood support:

- **2024 State Budget Overview:** The Budget Act of 2024 allocates \$211.5 billion from the General Fund, \$86.4 billion from other state funds, and \$153 billion in federal funds. This budget effectively addresses projected deficits for the 2024–25 and 2025–26 fiscal years while preserving funding for critical Health and Human Services initiatives, despite some program cuts.
- **Childcare Expansion and Funding:**
 - The state-subsidized childcare system will expand to serve over 200,000 additional children, with full funding allocated to 11,000 awarded expansion slots.
 - \$100 million was restored for the Inclusive Early Education Expansion Program, and eligibility for the California State Preschool Program has been extended to children aged 24 to 35 months until 2027.
 - Deferred investments of \$550 million in the Preschool, Transitional Kindergarten, and Full-Day Facilities Grant Program contribute revenue increases in 2024–25 and 2025–26, alongside a \$10 million delay in the Preschool Inclusion Grant Program.
- **Healthcare and Social Services:** Supported SB 326 (Eggman) and AB 531 (Irwin) which earmark funds for housing and mental health services, contingent on voter approval in March 2024. Additionally, the state budget ensures children 0–5 have continuous Medi-Cal eligibility starting January 2026, benefiting young children with uninterrupted access to healthcare.

Legislative Highlights and Supported Bills

First 5 California's legislative focus reflects a commitment to our North Star and Audacious Goal through support for the following bills:

- **AB 2319 (Wilson)** – *California Dignity in Pregnancy and Childbirth Act*: Expands implicit bias training for healthcare providers, focusing on perinatal care. (*Position: Support, Status: Passed and Chaptered*)
- **SB 1112 (Menjivar)** – *Medi-Cal for Families with Subsidized Childcare*: Ensures coordination between Medi-Cal managed care plans and childcare agencies, enhancing access to developmental assessments for children under five. (*Position: Support, Status: Passed and Chaptered*)
- **SB 1090 (Durazo) and AB 2123 (Papan)** – *Paid Family Leave and Disability Compensation*: Simplifies access to Paid Family Leave benefits, allowing families to apply in advance of their leave and care for themselves or loved ones without using vacation time. (*Position: Support, Status: Passed and Chaptered*)

Building Relationships with Legislators

Over the past year, First 5 California has been dedicated to building strong relationships with members of both the California Senate and Assembly. Through ongoing engagement, we have consistently demonstrated First 5 California's commitment to the 0–5 population and the importance of early childhood investments. Our proactive outreach has helped deepen legislative understanding of the critical role early childhood programs play in shaping California's future and creating a foundation for continued advocacy and support. We remain committed to growing and strengthening these relationships, working collaboratively with legislators to develop and enact positive policies that support California's youngest residents and their families.

Federal Budget Engagement

First 5 California continues its strategic engagement with federal policymakers, advocating for sustained support in early childhood programs.

Looking Forward

As we approach 2025, First 5 California remains committed to fostering partnerships, exploring new funding streams, and addressing the childcare crisis through both state and federal engagement. Initiatives such as *Raise CA Strong* and strategic partnerships with state agencies provide a solid foundation to promote early childhood health, equity, and development across California's communities.

2024-2025 Young Children’s Policy Agenda

First 5 California’s Young Children’s Policy Agenda sets the direction and priorities for our state and federal public policy and regulatory advocacy, fully aligned with our mission, vision, and strategic plan. Centered on four key policy pillars, this agenda is foundational to achieving our



Audacious Goal: ensuring that, within a generation, all children ages 0–5 experience the safe, stable, and nurturing relationships and environments essential for healthy development.

Our North Star embodies First 5 California’s commitment to creating trauma-informed, healing-centered, and culturally responsive systems that foster these supportive relationships and environments, working to eliminate inequities and promote healthy development for all children.

Build Resilient Families and Communities

Support efforts to ensure economic security and financial stability for families and children through:

- Expansion of paid family leave programs
- Creation and continuation of tax credits and incentives
- Investments in stable food and housing security

Progress Made

- Support and passage of key bill including SB 1090 (Durazo) and AB 2123 (Papan): Simplifying access to Paid Family Leave and Disability Compensation.
- Secured funding under the 2024 Budget Act to expand the state-subsidized childcare system, serving over 200,000 additional children.
- Restoration of \$100 million for the Inclusive Early Education Expansion Program and the extension of California State Preschool Program eligibility to children aged 24–35 months.
- Supported provisions for additional Medi-Cal provider rate increases funded through the Managed Care Organization (MCO) tax, ensuring access to comprehensive health services.

Optimize Child Health

Ensure that families and children have access to equitable and just health care coverage and services, that also include:

- Adverse childhood experience screening
- Behavioral and mental health
- Developmental screenings, referrals, and access to appropriate early intervention services
- Prenatal and postpartum care, such as doula services and home visitation programs
- Intervention and preventative care
- Nutritional programs and services

Progress Made

- Support and passage of key bill including AB 2319 (Wilson): Enhancing implicit bias training for perinatal healthcare providers.
- Advocacy for continuous Medi-Cal eligibility for children aged 0–5, starting January 2026, ensuring uninterrupted healthcare access.
- Advocacy efforts that contributed to the preservation of critical Health and Human Services programs amid a challenging fiscal landscape.

Strengthen the State’s Quality Early Learning Mixed-Delivery System

- Promote access to safe, high-quality early care and education programs for infants, toddlers, and children through age 5 via statewide rate reform efforts based on equitable and professional compensation, foster diversity in the field, and provide continuous professional development.
- Address workforce capacity needs of childcare, preschool, transitional kindergarten, and kindergarten educators and support staff through recruitment and retention initiatives, such as the development of micro-credentialing and apprenticeship programs, in partnership with community-based organizations, higher education institutions, and credentialing preparation programs.

Progress Made

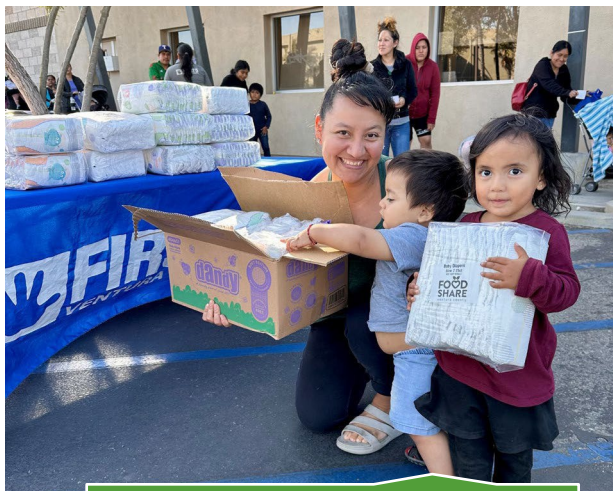
- Support and passage of key bill including SB 1112 (Menjivar): Streamlining Medi-Cal and childcare agency coordination to improve access to developmental assessments.
- Ongoing ACEs forums have provided platforms for statewide dialogue and actionable solutions to childhood adversities.

Promote Sustainability of Early Childhood Investments

- Advocate for funding prioritization and inclusion of children, prenatal to age 5, and their families, in existing and new revenue policy proposals and tax funding structures.
- Support braiding and leveraging opportunities that provide fiscal resiliency to the First 5 Network, which includes the First 5 California State Commission, the First 5 Association, and the 58 local First 5 county commissions, to ensure in each of California's 58 counties every family and child have access to critical prenatal services and programs through age 5.

Progress Made

- The Raise CA Strong campaign has successfully amplified awareness and collaboration around critical issues affecting young children, including adverse childhood experiences (ACEs), childcare, and equity.
- Strengthened relationships with state legislators and federal policymakers, fostering a deeper understanding of early childhood needs.
- Investments in behavioral health and developmental services, including programs like the Children and Youth Behavioral Health Initiative and Behavioral Health Continuum Infrastructure Program.
- Collaborations with state agencies to enhance program delivery and promote financial stability, including measures to support paid family leave, tax credits, and housing security.



First 5 Ventura - Kenia Castro
Diaper Distribution



First 5 San Luis Obispo - Learning
Pods Parent-Child Engagement

Kit for New Parents

The award-winning Kit for New Parents targets hard-to-reach and low-income families, providing key information and resources for first-time parents, grandparents, and caregivers. The Kit is a foundational resource to support parents during the early stages of parenting.

Since 2001, over 5 million kits have been distributed throughout California, with 158,000 distributed in Fiscal Year 2023–24, an increase of nearly 30,000 kits from Fiscal Year 2022–23. First 5 California has distributed kits free-of-charge to local hospitals, physicians, and community groups to reach new parents. Kits are available in English, Spanish, Chinese, Korean, and Vietnamese.

The Kit includes a health handbook, baby board book, poison control brochure, and other important information on paid family leave, literacy, and early learning.

The Kit also features the California Parent Guide. Written in collaboration with UC Berkeley's Health Research for Action, the guide contains tips for parents on:

- Keeping children healthy and safe
- Tracking developmental milestones
- Handling emotional and behavioral challenges
- Finding quality childcare

The Kit is a core function of First 5 California and a foundational resource to help parents and caregivers give their child the best start. To best serve California families First 5 California will strive to:

- Continue distribution to parents of children ages 0–5 across California
- Expand its reach to more low-income families
- Strengthen relationships with First 5 county commissions and community partners
- Evaluate physical content and distribution for efficacy to engage and educate parents and caregivers



Parents, caregivers, and community members can request kits to be shipped directly to them by emailing parentkit@first5.ca.gov and are encouraged to visit the [California Parent Guide website](#) for helpful information and resources for new parents.

Media Campaign – Stronger Starts

Since 2021, First 5 California has set out on a mission to reduce the negative impacts of adverse childhood experiences (ACEs) among California children ages 0–5. To achieve this goal, First 5 California launched its Stronger Starts campaign in spring 2023 to introduce caregivers to the dangers of toxic stress response caused by ACEs, educate families about the ways it affects children’s health, and provide realistic steps caregivers could take to protect children from toxic stress.

The Stronger Starts campaign has continued to provide educational messaging for TV, radio, digital, print, and outdoor advertisements in both English and Spanish to ensure widespread awareness among caregivers. Recognizing the diverse linguistic needs of Californian parents and caregivers, we have created custom messaging in multiple other languages.

Our research has shown that AAPI parents and caregivers of young children draw from on their own childhood experiences and influences from Asian and American culture to craft their own approach to parenting. In response, First 5 California crafted messaging designed to reach into the diverse Asian American Pacific Islander (AAPI) communities through radio spots produced in Vietnamese, Tagalog, Korean, and Hmong languages, as well as unique out-of-home advertising, media and activations in local communities, and interviews on popular TV and YouTube channels within the AAPI community.

During the first year of the campaign, messaging focused on educating caregivers about toxic stress and how to buffer against its harmful effects. In the second year, the campaign focused on

the effects of generational trauma and how it can impact parenting.



To spread the message in an interactive way, First 5 California launched its experiential exhibit in 2023, traveling throughout the state to visit local community events. The exhibit enabled First 5 California to connect directly with parents and caregivers to educate parents and caregivers about the dangers of toxic stress. It provided participants with actionable tips and take-home tools to

prevent toxic stress while their children enjoyed fun and engaging activities. The Stronger Starts campaign messaging and activities directed parents and caregivers to the corresponding [microsite](#) where they could find specific, easy-to-implement tips to help buffer children from toxic stress. The site provided additional information about toxic stress, the physical implications, and the negative impact on children’s development.

Since the launch of the Stronger Starts campaign, the [First5California.com](https://www.first5california.com) website has gained over 300,000 web visits and tens of thousands of clicks, video views, and more showing that caregivers are researching information about toxic stress in greater numbers. The site was

created in language in English and Spanish and was accessible from the parent site at [First5California.com](https://www.first5california.com).

The parent site played an important role in disseminating educational information to parents on other topics. Visitors engaged with the site's educational articles to learn more about early brain development, nutrition, family engagement, healthy development, and more.

In early 2024, First 5 California joined forces with Cell-Ed to develop a pilot intervention program to create a digital interface called Stronger Starts for Parents & Caregivers containing helpful courses, providing coaching, and developing micro-learning components and equipping caregivers of children aged 0–5 with tools and resources to create safe, stable, and nurturing relationships and environments for their children. The program significantly boosted caregivers' confidence (self-efficacy) in their ability to build safe, stable, and nurturing relationships and environments for their children. Compared to before the intervention, caregivers reported feeling much more capable of staying calm in challenging situations, strengthening bonds with their child, building a supportive community, equipping their child with problem-solving skills and effectively managing power struggles. To date, the site has over 457 active learners and 4,542 lessons have been completed.

First 5 California's social media presence continued to grow throughout the year by developing engaging organic social media content. It experienced remarkable growth with 212,000 Facebook fans, 16,000 on Instagram, 2,100 on Pinterest, and 18,600 on X (formerly Twitter). First 5 California entered its second year on TikTok and garnered over 36,400 followers. This diverse platform strategy reached specific age groups and demographics, ensuring the campaign messages echoed far and wide.

First 5 California doubled down on our fatherhood outreach messaging by continuing to collaborate with influencers and notable figures like NBA basketball player, Domantas Sabonis. This year, our efforts expanded by developing father-focused outreach through videos and social media content. With these fatherhood influencers, the team amplified the crucial message of protecting children from toxic stress by way of highlighting the critical role fathers play in their children's lives.

Additionally, in October 2024, First 5 California launched its first fatherhood-focused campaign. The [Stronger Starts Father Focused](#) effort acknowledges fathers as the key to their children's



overall wellbeing and provides relevant resources so they can continue to provide the nurturing love and support their children need. This effort builds upon our Stronger Starts works by centering fathers as key providers of safe, stable, nurturing, relationships and environments for their children. With an emphasis on fathers and father figures, the campaign provides support to fathers to continue being the positive influences they are for their

children. With assets, like the fatherhood [microsite](#), we have provided a central hub for organizations around the state to get involved in spreading the word to expand the discussion around fatherhood. Additionally, we've developed supportive creative assets like "[What Kids See](#)" to drive the message home that father figures can protect against toxic stress.

In the campaign's final evaluation, it was demonstrated that respondents aware of the campaign, showed an increased knowledge about toxic stress, displayed more information-seeking behaviors, and exhibited more SSNREs compared to those who were unaware of the campaign. Since campaign launch, most campaign-aware respondents believed that the campaign showed them that parents can prevent/stop their own toxic stress from affecting their children (84%), that First 5 California wants to help parents protect their children (83%) and motivated them to take action to protect their children from toxic stress (82%).

Public Relations

In August 2024, First 5 California formally launched its Raise CA Strong social messaging campaign designed to engage with the public, business owners, early learning and care providers, and lawmakers.

Taking a community-based education approach, the team successfully initiated the conversation around supporting and advocating for affordable child-care, one of the leading issues affecting parents and caregivers of children ages 0–5.

First 5 California developed a new website, www.raisestrong.com, which includes a downloadable toolkit with social media posts, posters, and fact sheets and a copy of our research report highlighting our surveys to over 1,000 California parents and business owners.

First 5 California has reached a vast audience through press release distribution and promoted social media posts, providing key educational messages, achievements, announcements, and the work of its partners at the local level.

IMPACT

First 5 California completed the first year of IMPACT Legacy in FY 2023–24. In October 2022, the First 5 California Commission approved the current iteration of the investment, IMPACT Legacy, at \$125,828,000 for four years, FY's 2023–2027. This represented a continued commitment to the innovative First 5 IMPACT approach to quality improvement and professional development systems for early learning and care (ELC) providers. Funding was awarded to 10 regional lead grantee agencies, reducing the number of grants to 10, while continuing to fund all 58 counties and the Tribal Child Care Association of California.

IMPACT Legacy works in cooperation with all other ELC quality improvement efforts and investments in California to support the implementation of the Quality Counts California (QCC) Quality Continuum Framework. IMPACT is designed to fund quality improvement expansion and support providers serving high-impact communities and populations not already receiving

support. IMPACT Legacy participation within QCC focuses on the expansion of access to high-quality ELC in private centers and family childcare (FCC) homes, with family, friend, and neighbor caregivers, and in alternative settings such as home visiting programs and libraries. For FY 2023–24, local consortia reported 9,700 sites participating in QCC, which is a slight decrease of 299 sites from FY 2022–23. Of participating QCC sites about two-thirds (6,894) continue to be fully or partially supported by IMPACT Legacy funding.

- **Building Equitable Early Learning Systems (BEELS)**

In January 2024, First 5 California launched the Building Equitable Early Learning Systems (BEELS) work with WestEd. The BEELS will provide Early Learning and Care (ELC) Workforce Supports and Technical Assistance (TA), and work to transform California’s ELC systems with a strategic focus on equity in alignment with First 5 California’s North Star. Workforce supports focus on increasing the development of and access to more equitable learning opportunities and resources for ELC Workforce, specifically, coaches, trainers, and providers. In addition, WestEd leads outreach and engagement of collaborative partnerships with institutes of higher education and key state partners to ensure ongoing communication. This is to ensure alignment in joint efforts supporting workforce capacity building. WestEd, in partnership with First 5 California, and local/regional communities will co-design systems equity building efforts that flexibly support the evolving needs of the QCC system and position First 5 California as a leader in responding to the call for dismantling barriers to access and equity and responding to the needs of the local ELC system. Advisory membership for these efforts includes county First 5’s, county offices of education, local planning councils, early learning and care providers, parent voices, and institutes of higher education faculty. These efforts will leverage the collaborative strengths of the First 5 system to advance First 5’s whole child/family focus while supporting the state’s strategic priorities for ELC and aligning with the [Master Plan for Early Learning and Care \(MPELC\)](#). This will help local and state leaders and agencies to transition to an equitable ELC system that balances statewide cohesiveness and efficiency with local contexts and needs.

- **Regional Hubs**

Funded through IMPACT Legacy dollars, regional hubs streamline the collection of data and management of expensive data systems, saving substantial administrative dollars and improving the availability of data. The regional hubs provide trainings, facilitate communication, share best practices, and promote access to and consistency in coach, trainer, and administrator supports.

Regional hub support continues to be deemed particularly beneficial by small and rural consortia that would not otherwise be able to access certain trainings or have the critical mass needed for Communities of Practice (CoP) and other professional learning opportunities.

In FY 2023–24, regional hubs reported the top successes as improved communication and partnerships, and providing greater access to professional development, trainings and communities of practice. The hubs reported that almost 80% of all counties within a region rely exclusively or partially on the regional hub for ELC workforce professional development offerings.

- **Shared Services Alliance Networks**

In 2021, seven counties were selected through a competitive bidding process to implement the Shared Services Alliance Networks (SSA) in their county. Funded through IMPACT 2020, the SSA pilot expired on June 30, 2024. SSAs are referenced as a key strategy in the Master Plan for Early Learning and Care (Master Plan), which called for the implementation of the SSA Pilot to inform key stakeholders and policy makers on the effectiveness of SSA in California. The Commission highlighted the importance of this investment as one of First 5 CA’s key contributions to implementing the Master Plan. SSAs are an emerging model in California and many other states to strengthen small early learning and care (ELC) businesses by supporting them to become financially sound and more efficient, which allows them to offer high-quality ELC opportunities to children and families.



SSA networks provided support to private, licensed ELC providers, and Tribal childcare settings, with priority given to FCC homes and other small and underserved providers. These SSA Networks leveraged regional partnerships to streamline local operations, such as billing, enrollment, fund management, and reporting, which allow for increased service capacity within the Network. The final SSA evaluation results showed the SSA pilot, across the seven counties, supported 162 ELC sites: 43% small FCCs, 52% large FCCs, and 6% centers. SSA has supported 1028 trainings/professional development for ELC provider sites on business systems, practices, operations, and resources. SSA pilot supports have directly benefited 233 individual teachers and 1,609 children. The full report of [key learnings from First 5 California’s Shared Services Alliance Pilot](#) can be found on the [QCC evaluations page](#) of the [QCC Website](#).

- **State-Level Technical Assistance Support**

First 5 California continues to provide and fund technical assistance and foster partnerships among all QCC state agency partners, regions, and local consortia. This work includes ELC workforce supports and technical assistance to increase the development of and access to more equitable learning opportunities and resources for the ELC workforce, specifically: coaches, trainers, and providers. In addition, lead outreach and collaborative partnerships

with institutes of higher education and key state partners to ensure ongoing communication and joint efforts in supporting workforce capacity building.

- **Quality Counts California**

Quality Counts California (QCC) is a statewide system of locally implemented Quality Rating and Improvement Systems (QRIS) that provide resources and support to ELC providers so they can create engaging and effective experiences that help children grow and thrive. QCC was funded by IMPACT Legacy as well as state and federal funding administered by the California Department of Education and the California Department of Social Services.

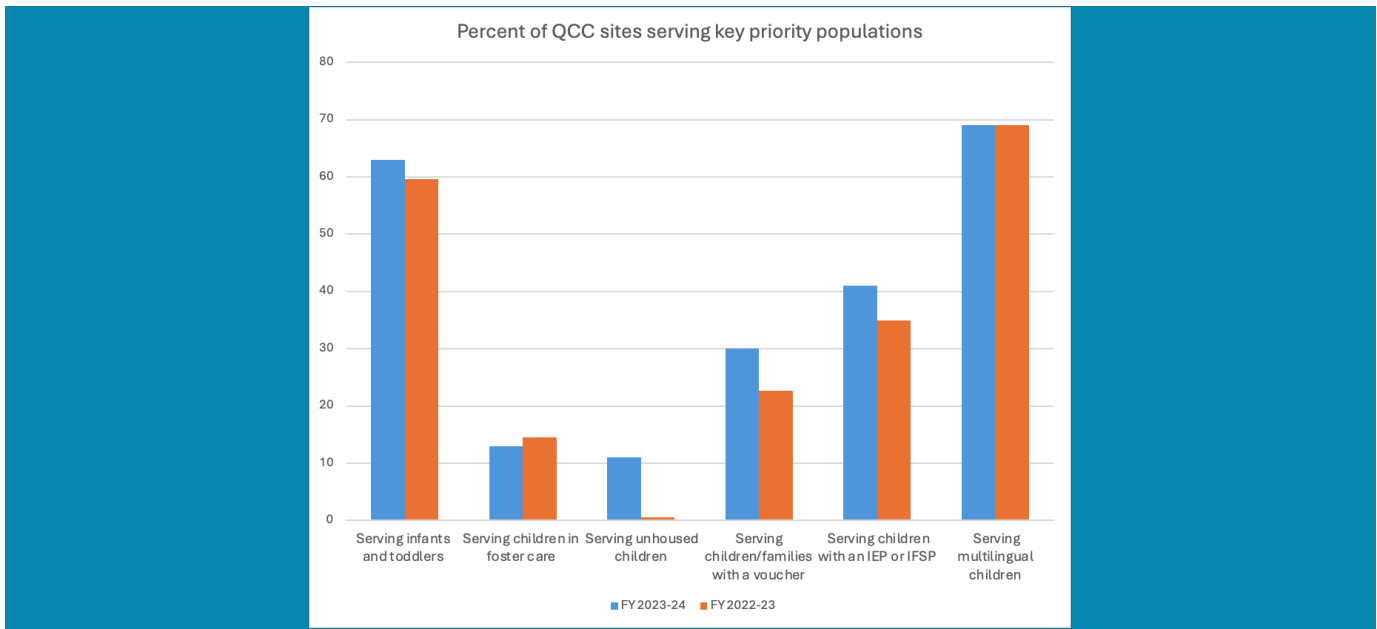
All ELC participant sites in QCC are reported in the statewide common data file, which is inclusive of all the state’s QRIS funding streams. This data provides the state with an efficient



and coordinated method for receiving information about each county participating in QRIS. As of June 30, 2024, there were 9,700 participant QCC sites across the state, including 3,739 family childcare homes and 1,268 family, friend, and neighbor providers. In total, 39,686 teachers received individualized professional development to improve quality of care and early education knowledge, and 331,524 children ages 0–5 benefited from the quality improvement support provided by QCC. While overall participation numbers have declined from FY 2022–23 by 299 sites, family, friend, and neighbor provider participation increased by

235 sites, as well as significant increases in engaging sites serving key priority populations demonstrating increased focus on engaging traditionally underserved populations. In addition, QCC lead agencies reported staffing issues as a primary challenge in FY 2023–24, which may have contributed to a decline in site recruitment and retention. QCC has collectively sought to engage sites serving key priority populations including:

- 63% serving infants and toddlers (2.4% increase from FY 2022–23)
- 13% serving children in foster care (1.5% decrease from FY 2022–23)
- 11% serving unhoused children (10.4% increase from FY 2022–23)
- 30% serving children/families with a voucher (7.3% increase from FY 2022–23)
- 41% serving children with an IEP or IFSP (6.1% increase from FY 2022–23)
- 69% serving multilingual children (statistically unchanged from FY 2022–23)



For more information on QCC, visit the website at <https://qualitycountscsca.net>

Refugee Family Support

In October 2021, the First 5 Commission approved the Refugee Family Support (RFS) funding, a \$3 million investment over one year (September 2022–August 2023) to help support refugee families with children birth through age 5 resettling in counties across California. In August 2023, the Commission approved a one-year, no cost extension for grantees to continue implementation. All grantees, except Los Angeles continued with implementation through June 30, 2024. In April 2024, grantees convened to share the successes, challenges, and lessons learned in implementing the RFS grants.

In the second year of implementation, RFS grantees served nearly 700 refugee families from 18 countries. Among those are over 3,000 individuals, 78 expectant mothers, and over 1,000 children ages 0–5 years.

RFS provided targeted county-level support for childcare, family supports, and resettlement coordination for Afghan and other refugee communities through the following activities required by the RFS request for application (RFA):

- **Socio-cultural adjustment and system navigation:** Grantees reported the RFS funding continued to strengthen sustainable local relationships and systems of support through partnerships with local refugee-serving agencies, international rescue committees, religious organizations, public health entities, advocacy partners, and neighboring county First 5s. Additionally, grantees had the opportunity to understand the unique needs of families, create materials in languages spoken by families, recruit

linguistically and culturally-responsive staff, offer targeted professional development, explore new resources, identify best practices, and outreach efforts to reach the target population.

- **Short-term emergency childcare:** Grantees served few children using the RFS funding. Challenges included finding providers who can serve the children in culturally- and linguistically-appropriate manner; and the process for application and receiving assistance being challenging for the newcomers.
- **Emergency housing:** Grantees served few families with emergency housing by providing vouchers for hotels and rental assistance. Challenges included finding affordable short-term housing.

Other services provided by grantees included driving lessons for parents, child car seat safety trainings, provision of basic needs, provision of healthcare and wellbeing services, immigration and referral advocacy, educational support, in-home supports, mental health support, community support, financial education.

Fatherhood Initiative

In 2022, First 5 California commissioners discussed funding an initiative focused on fatherhood that would leverage multiple state partners. Following multiple stakeholder conversations an initial strategy was developed focusing on creating a common base of knowledge to inform First 5 California staff and Commissioners. This included contemporary research regarding fatherhood (i.e., academic literature review) and an environmental scan of existing fatherhood programs and programming (i.e., practitioner knowledge/mapping the locations of fatherhood programs) within the "First 5 Universe." The academic literature review and environmental scan were eventually presented to the Commission along with an outline for a \$5 million proposal.



In FY 2023–24, First 5 California partnered with California Child Support Services and the local First 5 Alameda Fatherhood Corps in a “Fatherhood Council” to develop opportunities that incorporate fatherhood-focused activities and efforts across California systems and programs. First 5 California’s strategy is to develop conditions where father involvement is normative, uplifted, and ubiquitous and, in turn, make more valuable and data-informed investments in the future.

Additionally, First 5 California established a new partnership with Assemblymember Mike Gipson from Assembly District 65 by attending biweekly fatherhood discussions during February–August 2024. As a result of this partnership, First 5 California sponsored and provided technical assistance for the first annual Fatherhood Conference: From the Streets to the Boardroom, Fathers Matter. The conference, specifically targeting fathers, was held in August 2024, at California State University, Dominguez Hills and had over 150 attendees featuring 11 breakout sessions on topics such as financial literacy, work-life balance, wellness and wellbeing, early childhood education, parenting, and toxic stress. The event provided free expungement services for attendees from the Los Angeles County Public Defender’s Office and Community Legal Aid SoCal, and provided free live scans for all those seeking services.

Early Math Project

First 5 California actively participated in the ongoing development and maintenance of the multi-state agency effort to elevate the importance of early science, technology, engineering, arts, and mathematics (STEAM) activities to support children’s success and understanding of STEAM. These efforts include seminars; symposiums and conferences for parents, teachers, and other ELC professionals; publication of STEAM-related literature; newsletters; book reviews, and web-based supports.

Early Math Project (EMP) is working more collaboratively with Count Play Explore (a statewide Early STEM Initiative supported and authorized by California as part of the System of Support) and will be developing and co-branding STEM resources in 2025. EMP is soon to have a new home page on the Count Play Explore website. EMP has plans to partner in the development of video guides related to the I’m Ready Video series that will support parents and early education and care providers.

During 2024, EMP helped plan and organize an early math spring seminar, summer symposium, and fall forum. The most recent event took place on October 29th and focused on the important role of play in children's learning and success. Dr. Julie Nicholson, Ryan Kurada, and Stephanie Holloway provided the keynote which was followed by five breakout sessions that focused on play for children from birth to third grade. EMP's next Early Math Event is scheduled to take place on February 26, 2025. The EMP team added 36 book guides and related activities during 2024 and anticipates completing 4 additional guides by the end of 2024. Ongoing resources that are shared on the EMP website (www.earlymathca.org) and the Count Play Explore application (www.countplayexplore.org) include:

- EMP Substack Newsletter. The newsletter can be accessed at: <https://open.substack>
- STEAM Resources
- Book guides and activities
- “I’m Ready” Video Series

Imagination Library

First 5 California has partnered with the California State Librarian and has been focused on supporting the Imagination Library of California Stronger Readers team.

The nonprofit board was created through the State of California's \$68.2 million investment for the statewide expansion of Dolly Parton Imagination Library.

The program is now serving over 82,000 children and 12% of those are receiving the English/Spanish bilingual collection. The program has deepened engagement with locals celebrating a 113% increase in enrollment since the launch of the statewide expansion in July 2023.

The program is fully covering 29 counties, providing partial coverage to 8 counties, and providing on-boarding processes in 2 counties. With robust communication happening in multiple counties, there will be 2–3 more expansion counties starting in the coming months.

Tobacco Education and Cessation

First 5 California continues to fund Kick It California (KIC), an ongoing tobacco education and cessation activity, to meet the statutory requirement of the Children and Families Act (Health and Safety Code Section 130125 A, 130125 C). Kick It California (the "Quitline," formerly known as the California Smokers' Helpline) provides evidence-based tobacco cessation services to help users who are pregnant, or parents and caregivers of children ages 0–5, to quit tobacco.

On January 28, 2021, the First 5 California Commission approved up to \$3.6 million for three years (July 1, 2021, through June 30, 2024) to continue tobacco cessation services for priority populations. As a result of this investment, First 5 California funds support services to focus specifically on pregnant smokers, smoking parents, and caregivers of children ages 0–5, and reduce/eliminate secondhand smoke exposure to young children. Quitline services have since been expanded to include vaping (electronic cigarettes) cessation, coaching for non-tobacco-using proxies, and the development of materials that address the danger of vaping during pregnancy and the danger to children of secondhand exposure to vape aerosol, vape cartridges, and vape juice (liquid nicotine).

In FY 2023–24, 2,599 clients who were either pregnant or parents/caregivers of children ages 0–5 enrolled in KIC. The increased enrollment was mainly due to the successful outreach efforts of KIC with thirteen 211 service operations across the state of California.

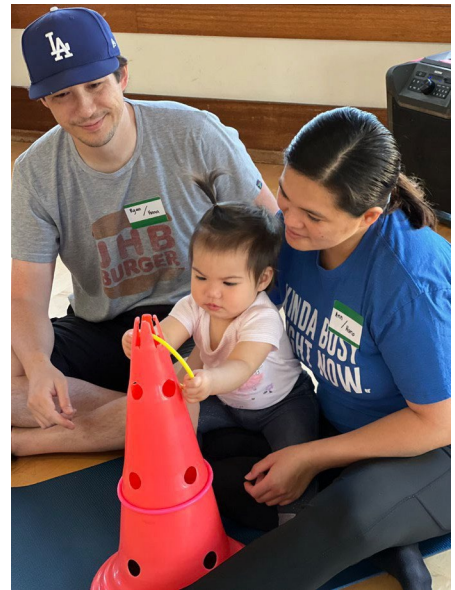
Over a third of the 2,599 enrolled were clients who vaped (n=909), including 415 who exclusively sought help to quit vaping. The remainder were dual users of vapes and cigarettes. KIC also provided coaching services to 112 non-tobacco-using proxies (i.e., family members or friends calling on behalf of smokers or vape users). KIC enrollees are ethnically diverse (over two-thirds

identify as other than white) and primarily low income (nearly 80% are Medicaid recipients). Ninety percent have not obtained a college degree, and nearly 60% report one or more of the following mental health conditions—anxiety (48%), depression (44%), bipolar (19%), schizophrenia (7%), or drug/alcohol addiction (16%).

KIC provides one-on-one telephone coaching for smokers, vapers, and non-tobacco-using proxies. Services are available in English (1-800-300-8686) and Spanish (1-800-600-8191) and through the Asian Smokers' Quitline (www.asiansmokersquitline.org) in Chinese (Cantonese and Mandarin) (1-800-838-8917), Korean (1-800-556-5564), and Vietnamese (1-800-778-8440). For those who might not be ready to work one-on-one with a coach, KIC services also include live chat, mobile apps, online videos, and an automated text program, with content relevant to tobacco users who are pregnant or have a young child in the home. KIC also has an interactive and user-friendly website (www.kickitca.org).

Small Population County Funding Augmentation

The Small Population County Funding Augmentation (SPCFA) grant was created and approved by the Commission since the implementation of Proposition 10 in 1999. The Commission recognized shortly after implementation of the Act that the statutory proportional funding formula based on birth rate did not provide adequate funds to operate effective First 5 programs for counties with low birth rates because the formula did not set a base funding level for all counties. Eligibility for SPCFA is based on 1000 or fewer annual births between FYs 2017–18 and FY 2018–19. During FY 2023–24, \$4,658,817.02 was budgeted by small population counties (SPC) to administer their First 5 county commission and fund programs.



On January 28, 2021, the First 5 California Commission approved up to \$20 million over 4.25 years beginning April 1, 2021 (through June 30, 2025) to focus on systems change and system efficiencies. Through this grant, twenty-one* small population counties have received base funding to support county commission activities needed to fulfill the statutory requirements and for Proposition 10 to be a statewide effort that promotes, supports, and improves the early development of children ages 0–5.

In 2021, First 5 California partnered with Child Trends to identify potential areas for a pooled services pilot to be implemented between FYs 2022–2024. Small counties participated in focus groups that explored their experiences, preferences, and priorities for pooled service options. They reviewed topics including evaluation, direct services, program operations, and business

management as opportunities to pool services for cost efficiencies due to the declining Prop 10 funds.

Counties were provided with two models for pooling services: internal pooling model which involves a lead small population county serving as a convener; and the second model where a contractor is to provide the services. Through these opportunities, small population counties identified two priority areas for pooled services: virtual trainings and shared marketing materials. First 5 California will work to determine whether and how best to implement the identified pooled services options.

Home Visiting Regional Technical Assistance Grants

In FY 2022–23, First 5 California funded an extension of the original Home Visiting Collaboration grants and issued an RFA, offering new Regional Technical Assistance for Home Visiting Coordination and Integration (HV-RTA) grants to begin the following fiscal year. The HV-RTA RFA offered \$14.5 million in regional funding for home visiting technical assistance and coordination in much the same way that IMPACT Legacy’s RFA regionalized funding for IMPACT consortia. Nine regions were granted funding and began work in July 2023.

In the FY 2023–24 annual performance report, the regions were asked to report on their sustainability efforts to prepare for the end of the grant and final funding year. Over a third of the regions reported actively seeking out sustainability efforts such as external partnerships and fiscal mapping, an example included the Partnership Health Plan region who is working closely with partnership health to design and implement grants specifically for First 5s to access funding to build the infrastructure to secure Medi-Cal as a sustainable funding source for their home visiting systems. Others reported making commitments with the counties within their region to share responsibility's post grant. In addition to fiscal mapping, multiple regions reported having developed successful communities of practice. Region 5 reports that their “Home Visitor Communities of Practice” are leveraging the knowledge gained from the current funding to sustain themselves beyond its conclusion. Leaders in those groups are receiving ongoing support to foster successful discussion, aiming for continued participation without incentives. A key challenge noted was transitioning to self-facilitation once First 5 California funding ceases, and that while some regions have committed to continuation of communities of practice other groups that were developed such as “Parent Advisory Groups” may face interruption with the loss of funding.

Despite delays due to unforeseen events, the grantees made meaningful progress on their workplans and were agile with timeline and administrative disruptions. First 5 California is committed to supporting the regions in their plans and will use the information compiled in the annual performance report to support the regions through the final year of this grant as well as the development of future programs.

Children Now Technical Assistance

Children Now was the HV-RTA TA provider and conducted an evaluation of programs' successes, challenges, barriers and recommendations for future direction. Their final report found 3 learnings and offered 3 recommendations:

- **Learning 1:** Focus on relationships: Grantees entered the initiative with skepticism and frustrations from prior experiences- the TA team understood this and worked to build relationships and trust and given wide regional variability in home visiting implementation it was important to meet folks where they were.

Recommendation 1: Ensure TA providers have the requisite background in both the context of implementing similar work in California and experience working in the home visiting space.

- **Learning 2:** Technical Assistance is NOT just for those who are struggling. Convenings and individual technical assistance sessions were low effort (for participants)- high impact ways to connect county leaders, enhance cross-collaborations and facilitate resource sharing regardless of the status or strength of their home visiting project.

Recommendation 2: Providing regular opportunities to share knowledge, build relationship and leadership skills amongst peer group of grantees can help instill confidence in individuals' ability to support their grant implementation and strengthen the effectiveness of initiatives as a whole; ensuring TA support aligns with the term of the initiative will help maximize the return on the grant initiative

- **Learning 3:** Focused collaboration and sustainability require long-term local partnerships and a shared strategic plan.

Recommendation 3: Support counties or regions of counties in developing multi-year strategic plans.



Overall, the technical assistance provided by Children Now from March 2023, through June 2024, helped advance the coordination and integration of home visiting services across California. By addressing the unique needs and challenges of each region through individualized support and statewide convenings fostering cross-county collaborations and promoting strategic planning this initiative has established some important grounding for a unified and sustainable home visiting system.

Early Childhood Home Visiting Collaborative

First 5 California is an active participant of an early childhood home visiting collaborative that convenes home visiting program staff, state agency representatives, advocates, local First 5s and other partners to discuss and identify home visiting opportunities and needs within the state. Within the collaborative there are two workgroups, one that focus on addressing home visiting workforce issues such as training and development and the other on improving the complex and segmented nature of California’s home visiting systems.

In June of 2024, each workgroup developed a set of recommendations, the workforce workgroup recommended the development of a California Competencies for the home visiting workforce to help build support and shared understanding, and assess the need for shared learning spaces, while the systems workgroup recommended a reduction in redundancies between Home Visiting programs and maximization of the utilization of home visiting services potentially through Medi-Cal benefits. The recommendations document is currently under review with California Department of Public Health and California Department of Social Services.



First 5 County Commission Result Areas

Four Result Areas

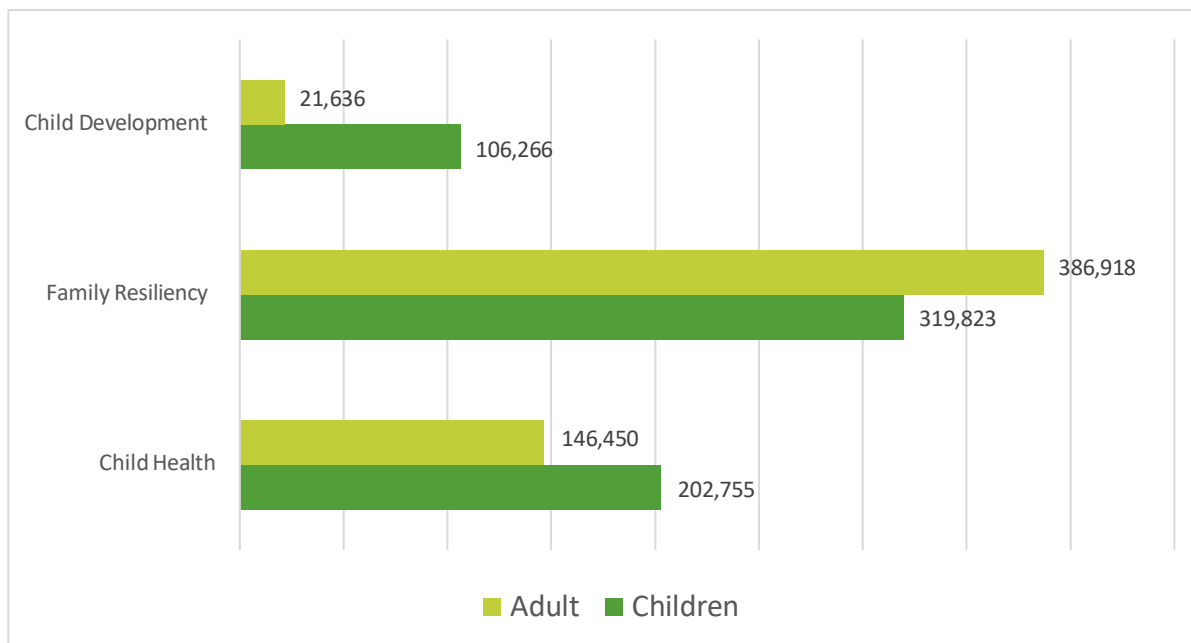
For annual reporting, First 5 California and First 5 county commissions track progress in four result areas to inform evidence-based funding decisions, program planning, and policies:

- Improved Family Resiliency
- Improved Child Development
- Improved Child Health
- Improved Systems of Care

These result areas comprise a framework for reporting early childhood investments and provide an overview of the number, type, and cost of services to children and adults. Stakeholders can use this information to assess statewide resource allocation and impact of First 5 county commissions.

Exhibit 1 contains the total numbers of services provided to children ages birth to 5 and adults (including primary caregivers and providers) for Improved Family Resiliency, Improved Child Development, and Improved Child Health. During FY 2023–24, First 5 county commissions provided a total of 628,844 child services and 555,004 adult services. The distribution of expenditures in these three result areas totals \$288 million.

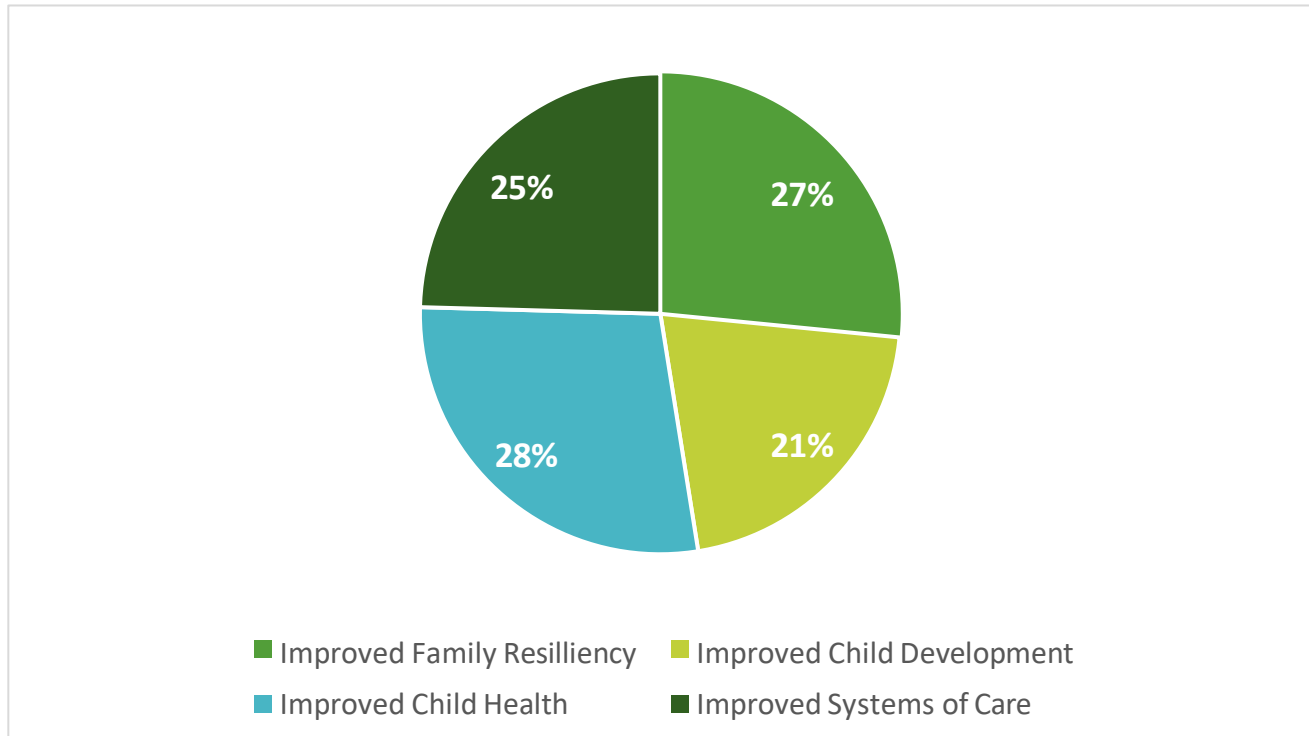
Exhibit 1: Total Number of Services Provided to Children Ages 0–5 and Adults* in FY 2023–24 Across Result Areas



*Totals for Adults include both Primary Caregiver and Provider counts

The result area, Improved Systems of Care, with expenditures of \$93 million, differs from the others. It consists of programs and initiatives for system-wide structural supports for efforts within the other three result areas. The four result areas combined show total expenditures of \$382 million.

Exhibit 2: Total Expenditures for Children Ages 0–5 and Adults* in FY 2023–24 by Result Area



***Adults include both Primary Caregivers and Providers**

First 5 county commissions are required to report to First 5 California revenues, expenditures, and fund balances. In collaboration with the First 5 Association, First 5 California annually develops and adopts annual reporting guidelines to standardize data collection. County commission revenues are reported in Appendix A1. For expenditures, county commission fiscal and service data are aggregated to the statewide level under four result areas (Appendix A2) using specific definitions for each result area with service category detail (Appendix B). The four result areas are listed below.

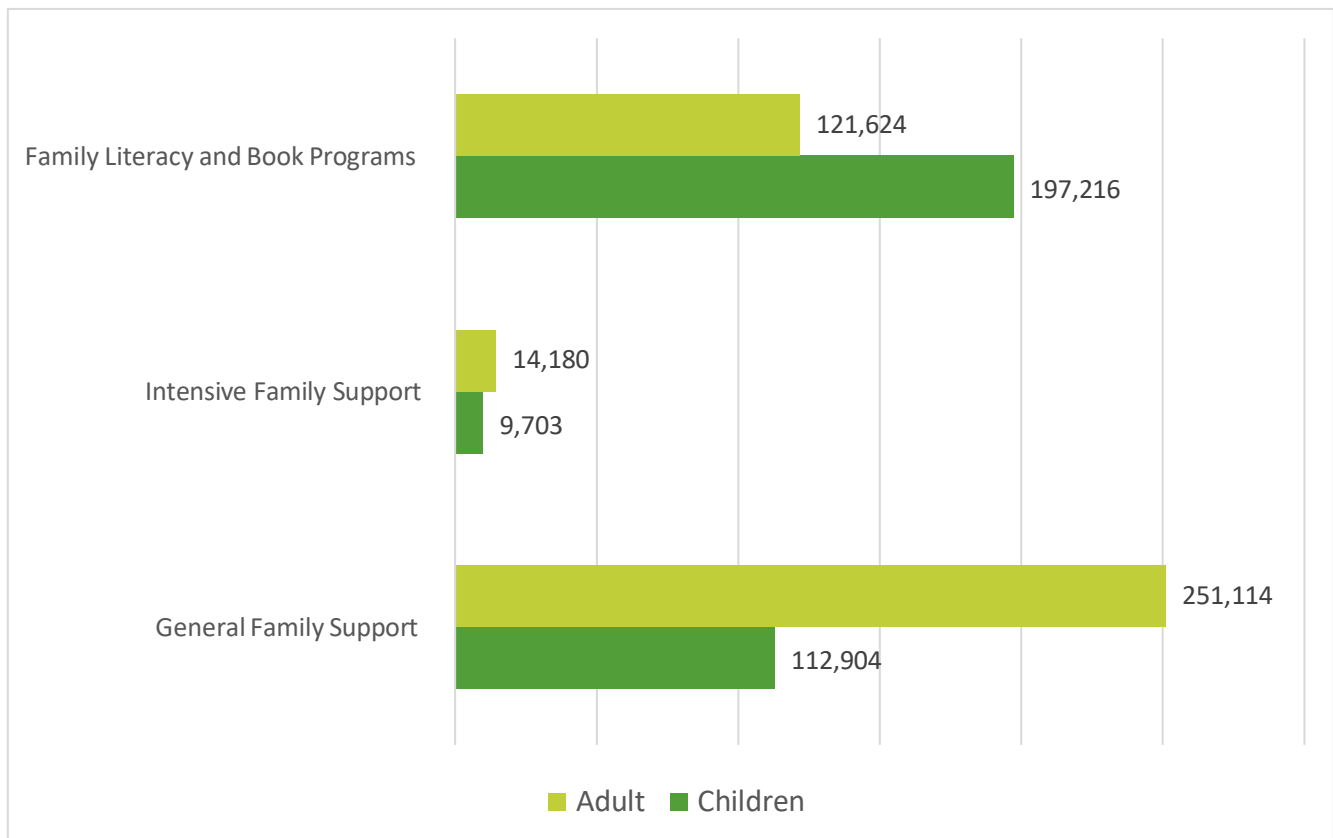
Improved Family Resiliency

Family Resiliency includes Family Literacy and Book Programs, General Family Support, and Intensive Family Support. Services include instruction on general parenting topics, support for basic family needs and case management, parent education and literacy, referrals to community resources, assistance for parents and families, and support to schools and educational institutions, nonprofit community-based agencies, government agencies, and private institutions.

In FY 2023–24, First 5 county commissions provided a total of 319,823 services to improve family resiliency for children ages birth to 5, with 197,216 child services in Family Literacy and Book Programs, 112,904 child services in General Family Support and 9,703 child services in Intensive Family Support.

First 5 county commissions provided a total of 424,994 services to adults (parents, guardians, primary caregivers, relatives, and providers), with 132,399 adult services in Family Literacy and Book Programs, 277,616 adult services in General Family Support, and 14,979 adult services in Intensive Family Support. Exhibit 3 displays the number of services provided.

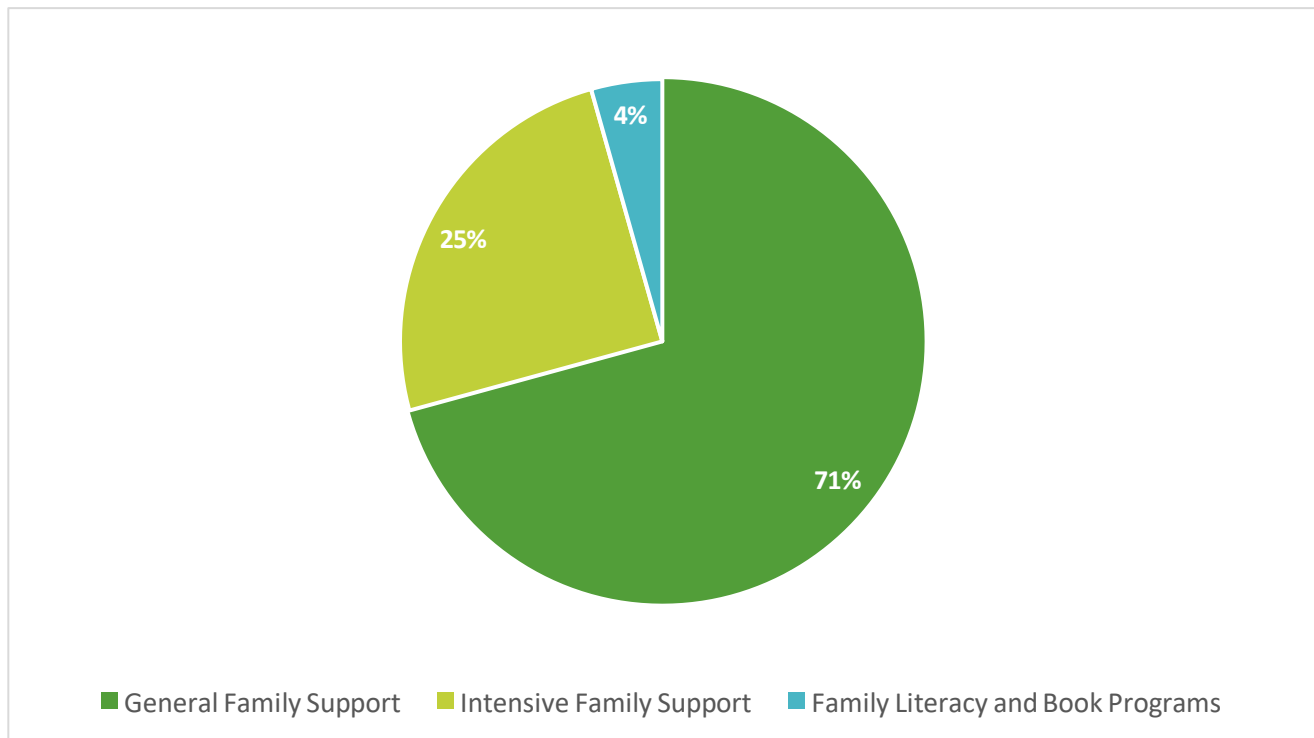
Exhibit 3: Family Resiliency—Total Numbers of Services Provided to Children Ages 0–5 and Adults* in FY 2023–24 by Service



***Totals for Adults include both Primary Caregiver and Provider counts**

First 5 county commissions expended \$101 million to improve Family Resiliency, with 4 percent of expenditures in Family Literacy and Book Programs, 71 percent of expenditures in General Family Support, and 25 percent of expenditures in Intensive Family Support. Exhibit 4 shows the distribution of expenditures by service category.

Exhibit 4: Family Resiliency—Distribution of Expenditures for Children Ages 0–5 and Adults* in FY 2023–24 by Service

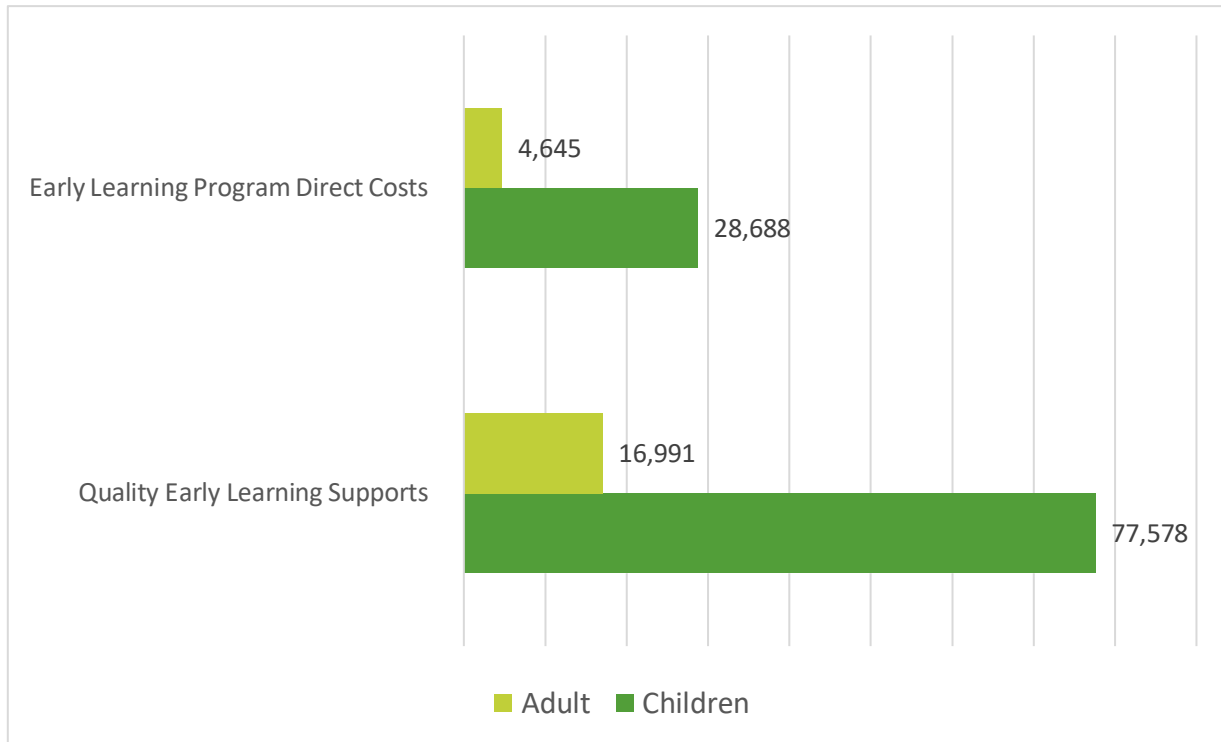


***Adults include both Primary Caregivers and Providers**

Improved Child Development

Child Development includes Early Learning Programs Direct Costs and Quality Early Learning Supports. Programs include professional development for educators, high-quality preschool, services for diverse populations, and school readiness. In FY 2023–24, First 5 county commissions delivered 106,266 child development services to children ages birth to 5, with 28,688 child services in Early Learning Program Direct Costs and 77,578 child services in Quality Early Learning Supports. First 5 county commissions provided 48,593 services to adults (parents, guardians, primary caregivers, relatives, and providers), with 9,961 adult services in Early Learning Program Direct Costs and 38,632 adult services in Quality Early Learning Supports. Exhibit 5 displays the number of services provided.

Exhibit 5: Child Development—Total Number of Services Provided to Children Ages 0–5 and Adults* in FY 2023–24 By Service

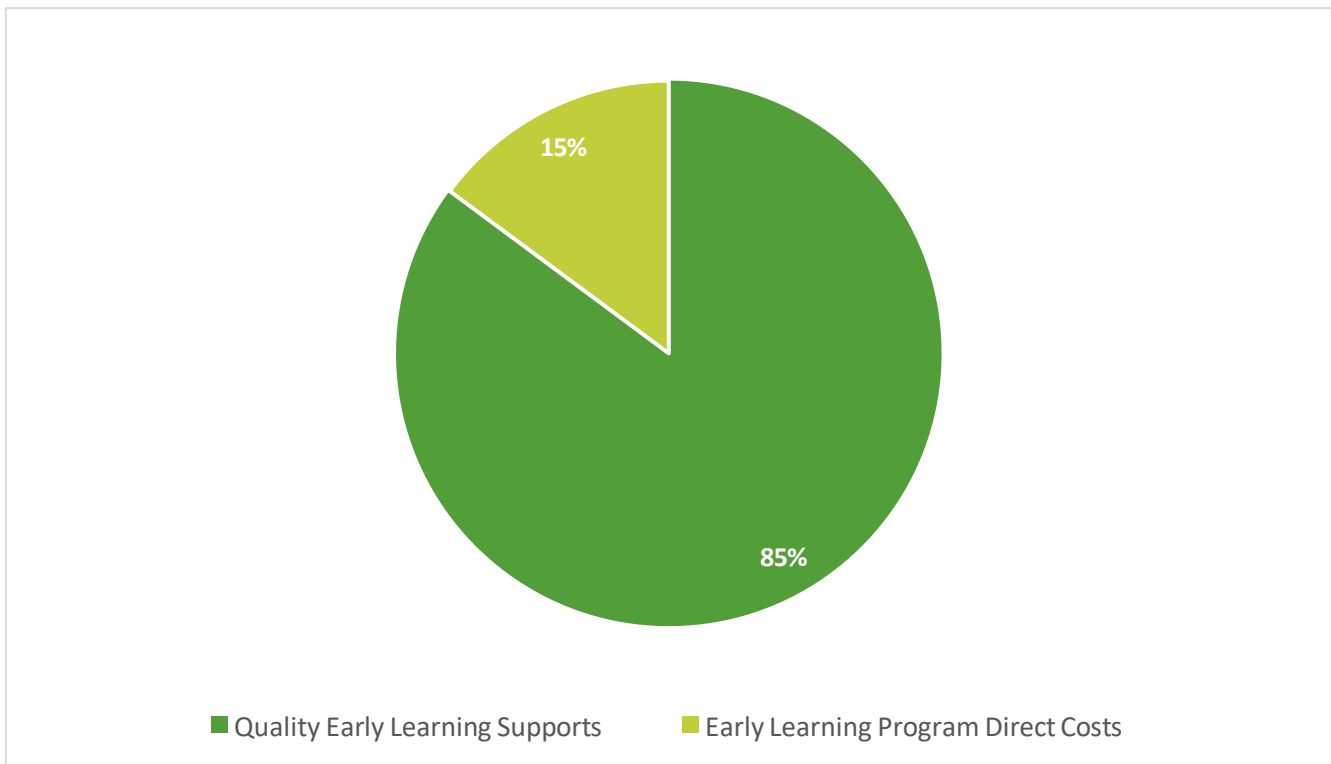


***Totals for Adults include both Primary Caregiver and Provider counts**

In FY 2023–24, county commissions expended \$80 million to improve Child Development, with 15 percent of expenditures in Early Learning Program Direct Costs and 85 percent of expenditures in Quality Early Learning Supports.



Exhibit 6: Child Development—Distribution of Expenditures for Children Ages 0–5 and Adults* in FY 2023–24 by Service



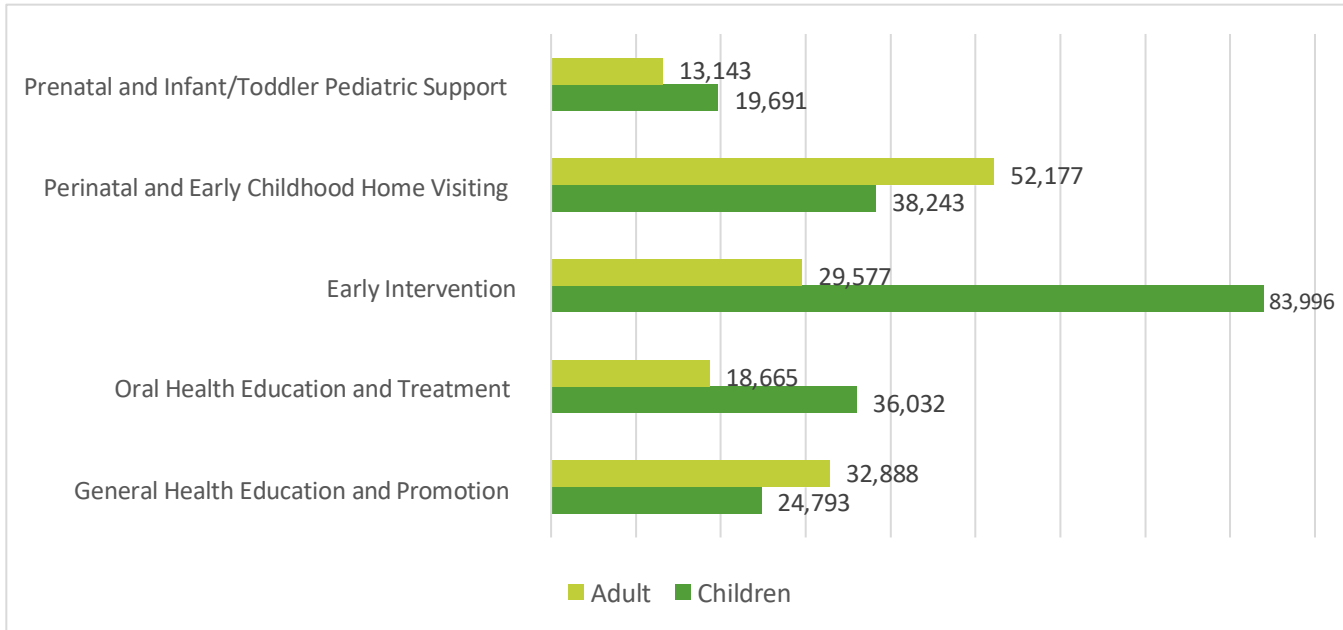
***Adults include both Primary Caregivers and Providers**



Improved Child Health

First 5 county commissions fund a variety of Child Health services promoting identification, treatment, and elimination of risks that threaten health and may cause developmental delays and disabilities. First 5 Child Health services are far-ranging and include the categories of Early Intervention, General Health Education and Promotion, Oral Health Education and Treatment, Perinatal and Early Childhood Home Visiting, and Prenatal and Infant/Toddler Pediatric Support.

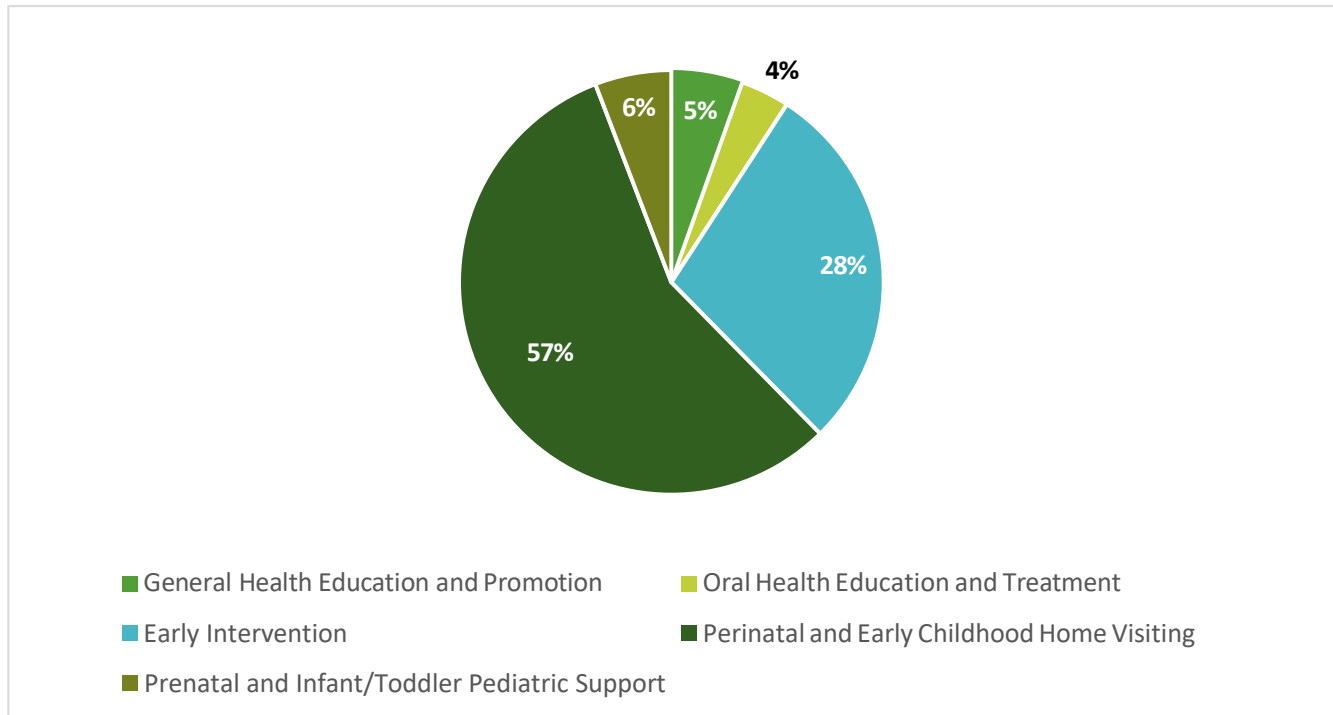
Exhibit 7: Child Health—Total Number of Services Provided to Children Ages 0–5 and Adults* in FY 2023–24 By Service



***Totals for Adults include both Primary Caregiver and Provider counts**

In FY 2023–24, First 5 county commissions provided a total of 202,755 services to children ages birth to 5, with 83,996 child services in Early Intervention, 24,793 child services in General Health Education and Promotion, 36,032 child services in Oral Health Education and Treatment, 38,243 child services in Perinatal and Early Childhood Home Visiting, and 19,691 child services in Prenatal and Infant/Toddler Pediatric Support. First 5 county commissions provided 158,516 services to adults (parents, guardians, primary caregivers, relatives, and providers), with 33,598 adult services in Early Intervention, 37,990 adult services in General Health Education and Promotion, 18,991 adult services in Oral Health Education and Treatment, 53,207 adult services in Perinatal and Early Childhood Home Visiting, and 14,730 adult services in Prenatal and Infant/Toddler Pediatric Support.

Exhibit 8: Child Health— Distribution of Expenditures for Children Ages 0–5 and Adults* in FY 2023–24 by Service



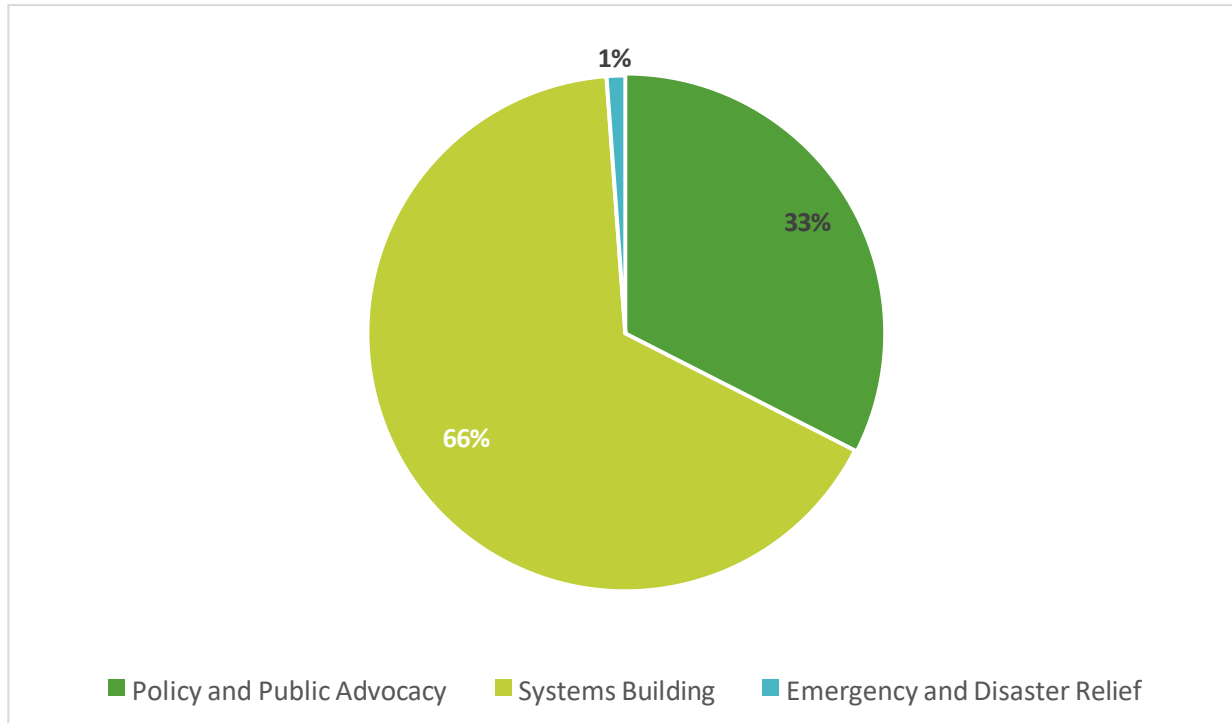
***Adults include both Primary Caregivers and Providers**

In FY 2023–24, county commissions expended \$107 million to improve Child Health, with 57 percent of expenditures in Perinatal and Early Childhood Home Visiting, 28 percent of expenditures in Early Intervention, 6 percent of expenditures in Prenatal and Infant/Toddler Pediatric Support, 5 percent of expenditures in General Health Education and Promotion, and 4 percent of expenditures in Oral Health Education and Treatment.

Improved Systems of Care

Systems of Care addresses system-wide structural supports as county commissions focus efforts within the result areas of Family Resiliency, Child Development, and Child Health. For example, interagency collaboration allows coordinated wrap-around efforts from multiple organizations providing focused client services. Since this result is at a systems level, counties do not report numbers of children and adults served. Expenditure data indicate that for FY 2023–24, county commissions expended \$94 million to improve Systems of Care, with 1 percent focused on Emergency and Disaster Relief, 33 percent on Policy and Public Advocacy, and 66 percent of expenditures toward Systems Building.

Exhibit 9: Systems of Care—Distribution of Expenditures in FY 2023–24 by Service



Populations Served

County commissions served a diversity of populations by age, race/ethnicity, and language (Appendix C). Statewide, 602,341 children were served by county commission programs. The total of 611,952 adults served included primary caregivers such as parents and other family members (539,120) and service providers (72,832).

By age, 35 percent of children served were under 3 years old, 34 percent were ages 3 through 5 years old, and 31 percent were of unknown age.

By race/ethnicity, children served included Hispanic or Latino as the largest group (38 percent), followed by White (12 percent), Asian (6 percent), Black or African American (5 percent), Other (2 percent), Two or More Races (4 percent), Alaska Native or American Indian (less than 1 percent), Native Hawaiian or Pacific Islander (less than 1 percent) and unknown race/ ethnicity (34 percent).

With respect to primary language of children served, the two largest groups served were speakers of English (44 percent) and Spanish (21 percent), followed by speakers of Asian languages (Vietnamese, Cantonese, Mandarin, Korean, 2 percent) and language unknown (30 percent).

First 5 County Highlights

Alameda

Spurred by additional revenue from local tax measures, this was a year of growth and transformation for First 5 Alameda County. Our budget increased by 55%, allowing us to scale stakeholder engagement, increase staffing by 12% and build internal systems to support administration of new funding streams.

We continued our investments through the Oakland Children's Initiative Early Education Fund in support of priority public system partners Oakland Unified School District and City of Oakland Head Start to build infrastructure to better support ECE professionals, children and families.

We engaged community in the implementation of Alameda County Measure C, collaborating with a Community Advisory Council to inform recommendations for the first round of investments, collecting 1,000+ survey responses from families and ECE providers and enlisting parents, family navigators and public systems partners to inform the design of a centralized eligibility list.

We also convened 13 school districts to adopt the Early Development Instrument for our next Kindergarten Readiness Study.

Our partnership with Alameda Alliance for Health continued, ensuring 2,000+ Medi-Cal managed care plan members completed a well-child visit and 1,000+ were referred to an early intervention service by our care coordinators. We also continued our birth equity work, providing 140 hours of lactation training and peer support groups for 180+ participants.

Our Fathers Corps initiative hosted a Fatherhood Summit, engaging 400+ fathers, father figures and partners in workshops and trainings. Through our Trainings initiative, we provided 48 trainings for 700+ partners and providers to expand early childhood knowledge in our local systems.

Through our placed-based Neighborhoods Ready for School initiative, we invested over \$3M in community organizations in traditionally underserved neighborhoods and facilitated a strategic planning process for the grantees to guide the next phase of investments.

Alpine

An accomplishment during the fiscal year involved the engagement of the local tribal community through playgroups to understand the community's needs as part of the Home Visiting Coordination with Mono and Inyo First 5's.

First 5 Alpine recognizes efforts to support the local tribal community effectively must begin with authentic engagement of community members to identify their own needs. In addition, First 5 Alpine acknowledges that its investments could more effectively reach the tribal

community. As such, First 5 Alpine organized weekly playgroups, named "Beziyezing Payti'i," "toddler time" in the Washoe language, at the Woodfords Indian Education Center (referred to hereafter as the Center). The Center, located within the Hung-A-Lel-Ti Community, is a critical resource for the tribal community, and by hosting playgroups in this space, First 5 Alpine intentionally worked to make services available to families with young children at a known and more easily accessible space.

Playgroups were designed to connect with families, identify families' needs and interest in home visiting, provide developmentally appropriate activities for children, and offer additional county resources. Families were given children's books featuring Native American stories after each session. In addition, other service providers such as the Women, Infants and Children's (WIC) Program and the AELC were invited to attend playgroups and offer services or lead an activity. From December 2023 through May 2024, 26 playgroup sessions were hosted at the Center, with 12 caregivers and 12 children ages 0 through 5 participating.

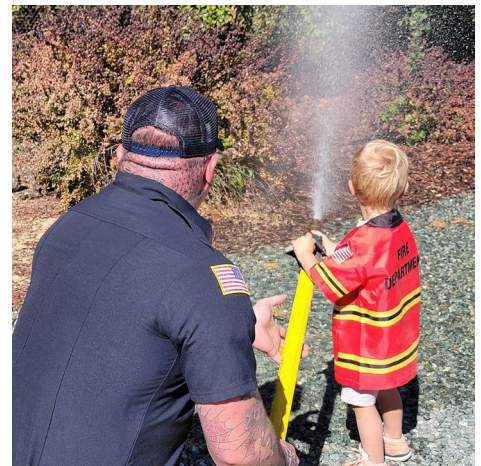
Through playgroups, First 5 Alpine has invested in increasing its understanding of the tribal community's needs as well as deepening its efforts to make services available within the community. This engagement has allowed the First 5 Executive Director to build relationships with families in the community and to tailor services to better meet families' expressed needs.

Amador

First 5 Amador continued to work closely with county agencies and community-based organizations, leveraging local resources to increase our reach. Investments included Welcome Baby, a local model that provides a minimum of one prenatal visit with follow-up once the baby is born. Through Welcome Baby, 43 mothers were screened for perinatal mood and anxiety disorders and referred to contracted clinicians as needed.

Amador's Imagination Library participation continues to remain high with 70% of the age-eligible children in the county currently enrolled. This year, Amador celebrated 15 years of offering this valuable early literacy and family engagement program to local families.

Messy Mornings was launched the end of FY 2021–22 with the goal of providing a child-led experience that encourages exploration and play in First 5's outdoor learning lab. These weekly "messy" events have the highest participation rate of all First 5 programs with 30-45 children and their caregivers in attendance each week. While the children and caregivers are participating in the activities; mothers, fathers, family, friends, and neighbor caregivers are learning about early childhood development while providing peer support to one another.



Amador's Quality for Kids provided an opportunity for childcare providers; preschool teachers; and family, friend, and neighbor caregivers to participate in educational opportunities to enhance the care they provide to Amador's youngest. 36 Quality for Kids early care and education participants received financial incentives as well as educational materials that supported their quality improvement plans.



This year, First 5 Amador, collaborated with Amador Arts to offer a weekly music/movement program which was well-attended and demonstrated new strategies for early learning, social and emotional development, and community engagement.

First 5's Family Resource Center continues to be a welcoming site for families and community partners to gather.

Butte

The First 5 Butte County Children and Families Commission envisions a future where every child has the opportunity to thrive and build resilience through a nurturing, supportive network of families, caregivers, and their community. Over the past year, First 5 Butte County continued to prioritize all areas of its strategic plan, despite a substantial decline in tobacco tax revenue.

In response to this decrease in funding, the Commission refined its focus to a singular goal: supporting a coordinated system of Family Centers. The Commission successfully leveraged philanthropic, county, state, and federal funds to support this effort and committed its remaining fund balance to the development of Family Centers. After extensive training, program design, and collaboration with several community-based organizations, the Commission proudly opened five Family Centers across Butte County.

These Family Centers offer caregiver education, tangible support services, early childhood education, socialization activities, home visiting, caregiver support, "Help Me Grow" Butte care coordination, connections to community resources, and more. Each Family Center adheres to programming guidelines developed by the Commission and tailors its services to be responsive to the unique needs of the populations and communities it serves. The Commission remains committed to expanding the reach of the Family Centers and growing the network while working towards establishing a sustainable, long-term funding structure for these essential services.

Calaveras

First 5 Calaveras focused on systems improvements through integration with the Public Health Division of Health and Human Services that promote collaboration and coordination of resources and support for families with young children. The integration has made significant

impacts on program sustainability. By consolidating resources and streamlining operations, the move not only reduced redundant costs but also enhanced the ability to maintain and expand services. These strengthened partnerships and coordinated efforts contributed to the development of a more resilient and adaptable support system for children aged 0–5 years, thus ensuring lasting impacts for families in Calaveras County.

Two new programs that provide mental health services and supports were fully implemented in FY 2023–24, Metta Services and Social-Emotional Coaching Services. The Metta Services provides early mental health trauma-informed services to children and their families, providing comprehensive early mental health services that include assessments/screenings for developmental and behavioral delays, home visits, case management, therapy, and linkages to resources. A range of social-emotional curriculum support and training was provided for teachers at early learning sites through the Social-Emotional Coaching Services program. Behavioral observations were offered for children in need of more intensive social emotional support. Parent-teacher conferences were held, and materials prepared for use at home and school (feelings charts, problem solving materials, calming/breathing activities).

A critical gap identified through recent strategic planning was the need to bring back oral health preventative screening services for children after a 3-year interruption. After extensive planning and collaboration with the Tuolumne County Office of Education, the Smile Keepers Dental Program was fully implemented in FY 2023–24, providing preventative oral health care services at a number of ECE sites.

Colusa

In the FY 2023–24, First 5 Colusa served a total of 1,757 children from birth to age 5, along with 1,431 parents and caregivers, focusing on three key areas: Improved Child Health, Improved Family Functioning, and Improved Child Development. The most significant increase in the number of children and families served was due to the expansion of the Help Me Grow (HMG) developmental screening network.

First 5 Colusa's HMG program operates as a Small Population County Funding Augmentation (SPCFA) initiative. It leverages, braids, and blends additional local and state funding to provide a seamless screening and early intervention program in Colusa County. During FY 2023–24, the HMG program increased access to developmental screenings for families through family childcare networks and a user-friendly public access portal via social media.

Additionally, First 5 Colusa collaborated with the City of Colusa to host Pop-Up Playgroups, providing families the opportunity to engage with HMG staff and learn more about available developmental screening options. As a result, there was a significant increase in the number of children receiving developmental screenings, many of whom accessed coordinated care efforts and case management through the HMG and Early Start networks. A total of 227 children

participated in the HMG program, with 86 of those, aged from birth to 3 years, receiving more intensive case management services through the Early Start Family Resource Center supports.

First 5 Colusa continues to invest in programs and initiatives that supports children and families during the critical early years, helping to level the playing field, providing equitable access to resources and opportunities for all children and families in Colusa County.

Contra Costa

First 5 Contra Costa aims to ensure children prenatal to age five are healthy, ready to learn, and supported in nurturing families and communities. We focus on the children and families who are struggling to thrive.

Our Strengthening Families efforts help families access the information and services they need. Our 5 family resource centers holistically support families with children ages 0–5. The Centers foster parents' ability to advocate for their families and build a sense of community. They offer classes, playgroups, support groups, one-on-one consultations about community services, and car seat, diapers, and other giveaways. In FY 2023–24, the Centers reached almost 6,000 people in the highest need areas.

First 5 Contra Costa offers parent education to enhance parents' knowledge of child development and positive parenting practices. In FY 2024, we funded evidence-based parenting classes that reached more than 200 parents. Clinical assessments done by participants in multi-week classes demonstrated a significant decrease in parental stress and negative interactions with their child.

Our Early Childhood Education efforts help ensure children have high-quality early learning experiences. In FY 2023–24, First 5 Contra Costa offered training that reached 464 early educators, supported 154 early learning programs with coaching support and incentives, and awarded stipends to 101 early learning educators for completing trainings or college coursework. Family childcare leaders served as mentors to 30 family childcare providers interested in quality improvement. In FY 2023–24, trainings emphasized strategies to meet the needs of children with disabilities or delays.

Our Early Intervention efforts ensure that families have access to prevention and early intervention supports that foster their children's optimal development. Through our Help Me Grow model, 140 more children were screened for developmental concerns and 45 more participated in developmental playgroups compared to FY 2022–23.

Del Norte

First 5 Del Norte continues to expand our reach of Dolly Parton's Imagination Library throughout the County. Feedback from families continues to be favorable. In 2023–2024, First 5 Del Norte continued providing and developing culturally appropriate content of the parent-support texting

program Ready4K. Working with Parent-Powered, we are adapting their existing texting program, Ready4K, to provide connections to local programs and resources, encourage community connections, and educate families on school readiness skill building. First 5 Del Norte has also taken a leading role in the oral health education and outreach in Del Norte County, with educational outreach at Health Fairs and Youth and Family Fairs and working to help ensure that the Kindergarten Oral Health Assessments happened in our County at every school in our school district.

Additionally, we have spent the past year recruiting, onboarding, and training our Home Visitors in partnership with our public health department, in preparation for our approved Health Families America home visiting program in Del Norte County. We are unique in that we are partnering with nurses to provide an elevated level of medical supports to the families that need additional supports, and First 5 will provide the social support side of the home visits. We continue to work with our collaborating partners on our 3Read23 literacy initiative, working to support our educators and childcare providers to provide high level literacy and community supports to our families. We also partnered with Open Door Community Health around ACES awareness, which we incorporated into our Healthy Families America referral model. We also began work on the Children and Youth Behavioral Health Initiative grant, focusing heavily on ACES-related work and educational opportunities for families and providers.

El Dorado

First 5 El Dorado Commission is the collective impact lead in a systems change effort to increase access to services and supports for children, families and individuals in their community, referred to as Community Hubs. Hubs were established to connect families and individuals with services, offer preventive screenings, and walk with them toward resiliency.

During FY 2023–24, a total of 5,158 individuals were provided with Community Hub services. Key elements of the model include:

- Local libraries serving as community resource centers with bilingual navigators to walk with families
- Navigators connecting families and individuals with supports and services that address their unique situations both in the libraries and the community
- Community advisories with local voices identifying service gaps and barriers
- Integrating continuous quality improvement strategies, such as monthly data review, improvement coaching, and staff rounding

First 5 El Dorado reaffirmed its commitment to the Hub model within its 2021–25 Amended Strategic Plan.

Fresno

At First 5 Fresno County, we believe that we are one piece, not the whole, of a future where all children and their families are healthy, loved, and nurtured. To this end, we prioritize innovative solutions that leverage Proposition 10 dollars and build on local strengths, wisdom, and resources. One example of this value in practice is our partnership with the Fresno County Department of Public Health. Through this partnership, First 5 Fresno County leverages approximately one million dollars in annual federal funding to further the vision of scaling home visitation services in Fresno County. That leveraged funding, along with First 5 Fresno County's investment has expanded the reach of the three unique home visitation programs: Nurse Family Partnership, Nurse Liaison, and the locally grown Community Health Teams program. The recent, drastic decline of Proposition 10 revenue has had, and will continue to have a direct impact on these types of partnerships, community services, staffing, and systems change efforts. We continue to make hard choices about community investments while seeking additional revenue streams to ensure the well-being of our children, families, and providers.

Glenn

A total of 471 families, childcare providers, and schools received essential resources through supply distribution efforts, which have become a vital support system for many navigating the challenges of a strained economy.

Humboldt

The recent, drastic decline of Proposition 10 revenue has had a significant impact to First 5 Humboldt's community services, staffing, and systems change efforts. During the last two years, this has resulted in cutting funding to services, including eliminating funding for the long-standing Paso a Paso program which serves some of the most historically marginalized and disenfranchised members of our community. Accessing grant funding has enabled us to continue our community leadership, however in a more restricted way.

During the last year, we utilized grants from two state departments, the Department of Health Care Services and the Department of Social Services, bringing needed resources to local families with young children. We were, additionally, able to implement two grant-funded projects with First 5 California to meet the intersecting goals of the First 5 California Commission and our own local priorities, specifically home visiting coordination and professional development for early childhood educators.

Unfortunately, Humboldt County's budget deficit has been compounded by California's budget deficit, resulting in the end of an 8-year County/First 5 Humboldt partnership that awarded local grants to prevent and reduce Adverse Childhood Experiences among young children in our county. The ability of First 5 counties to leverage additional resources, including federal, state, and philanthropic contracts, is significantly impacted by the decline in Prop 10 revenue. First 5

Humboldt has worked with the First 5 Association of California to advocate for sustainable solutions. We are committed to continuing the transformative work of local First 5's in supporting our youngest children and their families.

Imperial

With over 30 partner agencies, First 5 Imperial promoted services and activities designed to support the healthy development and well-being of children 0–5 years of age and their families. A significant vehicle for promoting services offered by these agencies was through the coordination family resource fairs hosted at local elementary schools with catchment areas that include a significant proportion of “high-need” families. The purpose of these community outreach events was to provide partner agencies that serve young children, with a mechanism to enhance the recruitment of families; a space for providing direct services; and an opportunity for agencies to promote resources, build awareness, and distribute valuable information on services to targeted families by their presence. For example, direct services offered at these events included: health screenings, child passenger restraint check and installation services (car seats provided to qualifying families at no cost through Public Health and CA Highway Patrol), signing families up for MediCal services, distributing food boxes (provided by the local Food Bank and the Food Box Program), and a child 0–5 yrs ID program (intended to support the prevention of child abductions).

In addition, families were recruited to sign up for specific services offered by agencies, which included: parenting/parent education sessions; family literacy programs; preschool and TK referrals; maternal/child health and other medical services; scald and burn prevention presentations; advocacy services for children in the child welfare system; and Medical CHW and ECM services. F5I and partners supported 1315 parents and 433 children 0–5 through these events. Agencies offering service referrals ranged from Behavioral Health to the Sheriff's Department, community clinics to the local Food Bank and Cooperative Extension, child advocacy to parenting and home visitations program offered by the Regional Occupational Program and County Office of Education, and other CBOs.

Inyo

First 5 Inyo achieved key milestones in Systems Building, by facilitating bi-monthly meetings of the Perinatal Taskforce and launching a provider promotion program to expand the Triple P network in Inyo County. Additionally, the first meeting of the Inyo County Child Abuse Prevention Council in August 2023 marked a significant step in community outreach, with initiatives like Coffee Shop Fridays and the Volunteer and Resource Fair to strengthen local engagement. Additional accomplishments included offering Triple P classes to 63 caregivers, with notable improvements in parenting styles such as a 24% decrease in over-reactivity and an 18% decrease in hostility. The rebranded Inyo County Home Visiting program enrolled 11 families, and initiatives like Reach Out and Read and Imagination Library supported early

childhood development by distributing books to hundreds of children. In Comprehensive Health and Development, First 5 Inyo provided developmental screenings to 289 children, identifying 49 for referrals, and is working on a system to track referral outcomes.

Kern

In FY 2023–24, First 5 Kern supported 39 programs across three key focus areas: health and wellness, parent education and support services, and early childcare and education. An estimated \$7.4 million was invested in these areas to strengthen and support children prenatal to age five and their families in Kern County. Key highlights include:

- **Health and Wellness**

Funded programs served 753 caregivers and 4,413 children. The dental program provided oral health screenings to 2,797 children, and 126 received restorative dental care. Immunizations were administered to 517 children, while 117 mobile clinics were held throughout the county. Additionally, the Nurse Family Partnership and Black Infant Health programs delivered home visitation services to 178 mothers and 145 children.



- **Parent Education and Support Services**

A total of 9,261 caregivers and family members, along with 7,378 children, were served. Case management services were provided to 1,412 parents and 1,435 children. Parent education classes/workshops had 745 participants, and 125 parents attended court-mandated education sessions.

- **Early Childcare and Education**

Services reached 1,504 children and 860 parents. Of these, 558 children participated in center-based activities, while 107 received home-based services. Additionally, 123 children took part in summer bridge activities aimed at supporting school readiness.



First 5 Kern County's investment of approximately \$7.4 million across health and wellness, parent education and support services, and early childcare and education has significantly impacted the lives of children and families. Through 39 programs, 13,295 children and 12,831 caregivers benefited from vital services, including dental care, immunizations, home visitations, and parent education. These efforts have helped enhance the well-being and development of children prenatal to age five, ensuring they receive the support needed for a healthy start in life.

Kings

The Kings County Children and Families Commission continued to support local initiatives related to quality early childcare and education, parent education and support, children's health and systems integration and alignment. The local Family Resource Centers collectively served 549 children and 481 primary caregivers, ensuring that these families and children had access to a variety of services. Our local C.A.R.E.S. program provided professional development and training/technical assistance to the early care and education field through coaching and training to enhance the skills and knowledge of 204 providers. School readiness skills were delivered to 235 children and 186 parents/caregivers, and a new peer mentorship program for parents was launched reaching 108 parents/caregivers. A new program to educate 211 callers with young children about resources available in the community was launched in January 2024, resulting in 270 follow-up contacts and 177 follow-up calls to refer families to early childhood services. The Commission continues to support distribution of the New Parent Kits to parents with newborns, expanding from the local birthing center and Family Resource Centers, to the Tachi Yokut Santa Rosa Rancheria Tribe's Tribal Social Services department, Get Connected! program (through Kings 2-1-1), the Lemoore Naval Air Station's Fleet & Family Support Center and Kings County Public Health Department's Health Educator outreach team. Continued collaboration with Central Valley First 5s, to leverage resources and maximize program access, has resulted in the initiation of the following projects: the Heart of the Valley Collaborative for Home Visiting

Technical Assistance, Central Valley Regional Help Me Grow, as well as exploring partnerships with the Medi-Cal Managed Care Plans.

Lake

During FY 2023–24, First 5 Lake County achieved several accomplishments in strengthening systems of care and supporting family resilience amid funding challenges. Continued decline of Prop 10 revenue has constrained the county's capacity to fully transform local systems, but through strategic use of grant funding and collaborative efforts First 5 Lake maintained progress.

- The Home Visiting Technical Assistance grant played a role in enhancing collaboration among local agencies, aligning efforts with initiatives like CalAIM to enhance coordinated system of care.
- Title IV-E trainings improved the knowledge and skills of service providers, fostering shared learning around the needs of vulnerable families and children.
- Mother-Wise's Car Seat Safety initiative originated from discussions within the Smart Start Collaborative. The pilot program was overwhelmed with the number of participants seeking car seats and safety information for their children. This is a prime example of how the collaboration and community input led by First 5 Lake drives the creation of impactful services to address local needs.
- Bloom's Oral Health Project provided essential dental screenings and education to children, helping to mitigate the limited access to preventive care that many families experience through collaboration with dental providers and schools.

The decline in Prop 10 revenue significantly affected First 5 counties' ability to leverage federal, state, and philanthropic resources. F5L, in collaboration with the First 5 Association of California, is advocating for sustainable funding solutions. Despite the challenges, F5L remains committed to continuing its transformative work and advocating for sustainable support to ensure children and families can reach their full potential.

Lassen

The First 5 Lassen County Children and Families Commission's primary strategy in realizing its vision and fulfilling its mission is through the Pathways Home Visiting Program. During FY 2023–24, First 5 Lassen County investments in home visiting resulted in the following accomplishments: Families are receiving the services and support they need through home visiting services. A total of 28 high-need families were provided with intensive home visiting services. A total of 497 home visits were conducted by home visitors in which the bulk of services they provided were centered on supporting the family's basic needs. With the declining revenue, First 5 Lassen worked with Pathways to gain additional funding to sustain this program.

Los Angeles

The following accomplishments highlight First 5 LA's collaborative work with our partners to ensure that every child is born healthy and thrives in a nurturing, safe and loving community. Accomplishments are organized by the three goals in First 5 LA's 2024-2029 Strategic Plan:

- Goal 1 – Basic Needs Met: African American Infant and Maternal Mortality (AAIMM) Initiative continued their Village Fund Community Grantmaking to fund innovative, community-led strategies to support the well-being of Black birthing families. Examples of funded projects include new parent support groups, lactation & breastfeeding support, and community care circles. The four AAIMM Community Action Teams—regional collaboratives that engage their community to implement equity strategies—developed local action plans and continued to build organizational infrastructure.
- Goal 2 – Nurturing Relationships and Environments: F5LA focused on sustainability strategies for Home Visitation programs. Successful advocacy and systems change efforts resulted in diversified funding sources for HV services by partnering with systems like LA County Department of Public Health and Department of Mental Health. Home Visitation providers strengthened collaborations with agencies to provide resources for LA County communities and families.
- Goal 3 – Foundation for Well-Being and Lifelong Success: The Dual Language Learner (DLL) communications campaign successfully disseminated messages about the benefits and value of bilingualism. In partnership with over 400 community partners, ~45,000 culturally and linguistically appropriate brochures were distributed in seven languages. Families were reached through multilingual videos to empower caregivers raising DLL children, and through a mix of outdoor media (bus benches, billboards), print publications, radio and tv stations.

Madera

First, 5 Madera County continued investing in community projects and initiatives that aligned with the 2020-2024 Strategic Plan. Investments centering on prevention and a whole-child, whole-family approach were well-received by the community. The Preventive Services Program provides a tailored approach to prevention services. In partnership with the Madera County Department of Social Services, families are identified and referred to a case manager at a Family Resource Center. The case manager works individually with families to strengthen their protective factors.

The support and prevention strategies enhance resiliency and self-efficacy, based on a belief in the client's parenting abilities. The program is also available to families from the Targeted Enrichment Neighborhood, an area identified as having high needs by the Community Health Assessment. At a macro-level, the PSP program aims to increase and strengthen protective factors, reduce the risk of child abuse and neglect, and decrease the entry of families with children aged 0–5 into Child Welfare Services.

Led by empathy, compassion, and trust, the case manager facilitates this program, guided by the parent/caregiver. The flow of services includes referral, acceptance, screening, connection, follow-up, and successful exit. About 50% of referred families voluntarily participated in the program. Among these families, 60 screenings, surveys, and rescreens were conducted. Of these, 27 raised concerns, 22 were connected to services or resources, and five continued to work on their progress. This program aims to support children's healthy development and family well-being.

Marin

First 5 Marin Children and Families Commission initiated a Request for Proposals due to declining revenue. The RFP process for fiscal years 2024–2027 includes a community investment of one million dollars, a 37% decrease from previous years. Community stakeholders, including parents, co-designed and reviewed proposals, prioritizing equity, collaboration, and care gap solutions. The panel recommended funding ten projects aligned with First 5 Marin's goals. These include expanding developmental playgroups focused on protective factors and early identification, prenatal and postpartum support addressing perinatal mood disorders and supporting marginalized parents, and "Playful Beginnings," which enhances child and family well-being for low-income Marin children by removing barriers to high-quality learning environments. The Pediatric Dental Initiative ensures access to dental surgeries for underserved children. The Evidence-Based Data Exchange project fosters teacher-family relationships and provides strength-based interventions. The Indigenous Nature-Based Playgroup Pilot offers culturally sensitive, Indigenous-led early childhood programs. The Local Parent Advocacy project supports a BIPOC-led parent movement to transform care and social services. The Family Child Care Training Project addresses the loss of child care spaces by helping community members become licensed providers. Performing Stars provides enrichment through dance, gardening, and art for low-income children of color in partnership with local preschools.

To meet First 5 Marin's systems-strengthening goal the team facilitates systems alignment and referral coordination among funded partners and Help Me Grow Marin leads the California Department of Health Care Services CalAIM transition in Marin. In collaboration with Marin Promise Partnership and Future State, First 5 Marin partners with Marin's Federally Qualified Health Clinics to develop an Ages and Stages Questionnaire dashboard.

Mariposa

During this past year, the most significant accomplishment of First 5 Mariposa was the School Readiness Program, which serves two preschools (Cathey's Valley and Lake Don Pedro) located in remote areas of Mariposa County. The two preschools provide an outstanding play-based program that prepares the children for kindergarten. The facilities, curriculum, and activities are creative, educational, and focus on developmentally appropriate activities using Science, Engineering, Art, Technology, and Math (STEAM curriculum). This program is free of charge to children in Mariposa.

Another funded program that was highly successful was the instructional aide hired to work in the Mariposa Elementary School Transitional Kindergarten classroom. The instructional aide worked with the reading program/assessments, and she provided extra assistance to children who were having difficulty. Having the aide in the classroom also provided time for the teacher to work with the children individually.

A growing and successful program in Mariposa, is the Dolly Parton Imagination Library. The 293 children enrolled make up almost 35% of the children 0–5 in Mariposa County.

Mendocino

The decline of Prop 10 revenue has resulted in First 5 Mendocino having to reduce its efforts in providing supports around child health and development, specifically around substance use disorders, and advocacy and outreach activities. These reduced efforts negatively affect the impact of First 5 Mendocino’s message around the importance of the First five years in a child’s development. Accessing grant funding has enabled us to continue community leadership in a more restricted way.

During the last year, we utilized grants from two state departments, including the Department of Health Care Services and the Department of Developmental Services, bringing resources needed to local families with young children. We were additionally able to implement two grant-funded projects with First 5 California to meet the intersecting goals of the First 5 California Commission and our own local priorities, specifically home visiting coordination and professional development for early childhood educators.



Unfortunately, Mendocino County's budget deficit has been compounded by California's budget deficit, further compromising County/First 5 Mendocino's partnership around local contracts to prevent and reduce Adverse Childhood Experiences among young children in our county. The ability of First 5 counties to leverage additional resources, including federal, state, and philanthropic contracts, is significantly impacted by the decline in Prop 10 revenue. First 5 Mendocino has worked with the First 5 Association of California to advocate for sustainable solutions. We are committed to continuing the transformative work of local First 5's in supporting our youngest children and their families.

Merced

During FY 2023–24, First 5 Merced County invested over \$2 million to support services for 10,081 children, primary caregivers, and providers to enhance the five protective factors that promote optimal development and enhance the system for effective family support.

First 5 Merced-funded culturally responsive programming and reached diverse children and families - including over 1,100 Spanish-speaking children and 500 primary caregivers.

- As part of system strengthening strategies, First 5 Merced led capacity-building and regional coordination efforts to strengthen the system of home visitation both within Merced County and across the wider San Joaquin Valley region.
- For strategies directly serving children and families, the Dolly Parton Imagination Library book distribution program successfully implemented its second year of programs, an initiative that is meant to increase children and families' access to books to support daily reading. A total of 63,330 books have been mailed out to 7,161 children in FY 2023–24.
- Another notable initiative launched last year was the Kiddiel and Amusement Park Save the Train Initiative, a partnership between First 5 Merced and the Kiwanis Club of Greater Merced. As part of this work, the two organizations are replacing the 50+ year park train and train tracks and upgrading the rides to improve safety, efficiency, and accessibility so that the park can continue to serve Central Valley children for years to come.

As part of the Week of the Young Child, funded partners and community agencies hosted activities with the children in Applegate Park and in Los Banos to increase access on the west side of the area. A total of 534 adults, 461 0–5-year-olds, and 338 6-18-year-olds attended the celebration, and an additional 200 families received food boxes as part of the event. 100 percent of attendees that completed a satisfaction survey shared they found the event valuable.

Modoc

In FY 23–24, First 5 Modoc continued to deal with the steep decline of Proposition 10 funds. Target investments focused on collaborative, systems change efforts to bring 0–5 program awareness and access, bridging system gaps and implementing collaborative systems of care to aid in cross-sector sustainability. Modoc supported four formal (\$10,000+) and two mini (\$5,000 or less) externally funded grant programs, three direct investment projects, and led four grant-funded or sub-contracted projects. External investments included supporting Strong Family Health Center's culturally responsive playgroup model for Native and non-Native American families; Early Mental Health Services provided families with intensive home-based

psychotherapy and increased support when experiencing crisis; Tulelake/Newell FRC promoted self-sufficiency skill building through service coordination, case management, and parent education; Budding Tree Preschool provided high-quality early education to families not eligible for subsidies; Modoc 4-H Cloverbuds offered experiential agriculture education and life skills building; and OD Austin Foundation focused on physical and emotional health in organized sports.

Direct internal investments included the Dollywood Imagination Library; Parent Powered Trauma-Informed, which provided families weekly engagement to promote their children's development and accessing community resources; and the F5M Early Learning & Resource HUB hosted two AmeriCorps members who assisted local families through community outreach, pop-up events, and at care sites.

Additionally, First 5 Modoc provided Quality Counts county leadership, coaching, and professional development to local caregivers; coordinated local home visiting systems work with Public Health, Early Head Start, and various local, regional, and out-of-state partners; provided COVID-19 vaccination confidence outreach; and collaborated with Resource and Referral to provide technical assistance and professional development to caregivers.

Mono

First 5 Mono continues to expand work in Home Visiting thanks to a new investment from the State general fund and ongoing investment from the County general fund and First 5 California's Small Population County Funding Augmentation and Home Visiting Coordination programs. Thanks to the dedication of Home Visitors, the Parents as Teachers program met affiliate thresholds and is moving forward to seek Blue Ribbon status.

Thanks to funding from Mono County Behavioral Health, First 5 Mono offered playgroups around the County for families with children birth-5 providing an opportunity to socialize for both parents and children, develop school readiness skills, and have fun!

The Home Visiting Coordination program funded by First 5 California enjoyed some concrete successes this year. In partnership with a local translator, a children's book translated in the local Paiute language was published. Data collection was also completed for a forthcoming Equity Action Plan.

Work to improve childcare continued, by developing a local policy platform highlighting the need for advocacy with the goal of allocating local, state, and federal funding for higher provider pay and lower costs for families. Collaboration with childcare providers also continued to sustain and build high-quality settings to promote school readiness with funding from First 5 California's IMPACT Legacy, the Department of Social Services Quality County California Block Grant, and the California Department of Education's California State Preschool Block Grant.

Monterey

First 5 Monterey County's systems change work focuses on building connections among system partners, addressing key and challenging topics, and shifting from isolated efforts to collaborative and integrated approaches. In FY 2023–24, we supported more than 17,000 parents, caregivers, and providers. Our direct services provide comprehensive support to families as early as possible, with 73% of children served under the age of three. Our partners support those historically underserved by systems of care and support; for example, approximately 40% of children served speak an Indigenous language at home, while 30% speak Spanish and 99% are enrolled in Medi-Cal. We also implement the Infant-Family Early Childhood Mental Health Training Series, building the capacity of providers offering mental health support to families experiencing intergenerational trauma.



Focusing on healing acknowledges that structural and historical inequities have long-term effects on mental health, particularly for communities that have faced systemic discrimination. We aim to change internal practices and influence broader systems around race, equity, diversity, and inclusion, fostering a more equitable environment. We also sponsor the Central Coast Early Childhood Advocacy Network to provide platforms for families to share their experiences, inform policy, and drive change from the ground up. This model ensures that services are responsive to immediate needs and align with broader systemic change goals. Due to the recent, drastic decline of Proposition 10 revenue

that has significantly impacted our direct service and systems change efforts, we seek to secure long-term funding for our services. For example, we are working to become a hub for Community Health Worker and Enhanced Care Management funding under Medi-Cal. In the meantime, we continue to make hard choices about community investments while seeking additional revenue streams to ensure the well-being of our children, families, and providers.

Napa

In 2023–24 First 5 Napa County issued Community Advocacy and Capacity Building Grants. Through the grants and partnership of our awarded organizations, we were able to support 253 unique children, five years old and under, and 302 primary caregivers. One grantee highlight is the Children's Museum of Napa Valley, who used the funding to support the creation of a children's museum style permanent pop-up in Napa County's Health & Human Services, Self Sufficiency office. When asked about how the project may have built capacity, program staff indicated that the pop-up shows caregivers what is possible and may lead to them using the

ideas in other environments. “Having funding to get high-quality guided play where the families and the caregivers can see how educational and experiential play happens... they can see the difference. Then that grows into a conversation of how they can apply that either at home or at school or in those types of things.”

Nevada

This year, First 5 Nevada County had several highlights, both with internal/operational activities and with our external funded partners. The First 5 Nevada County Commission revised and approved a new Strategic Plan for the period of 2024–2030, released a community-wide Request for Applications, and awarded funding to eight organizations who serve families with children ages 0–5 and community service providers. The recent, drastic decline of Proposition 10 revenue has had a significant impact to our community services, staffing, and systems change efforts. We continue to make hard choices about community investments while seeking additional revenue streams to ensure the well-being of our children, families, and providers. As a result of the decline of Proposition 10 revenue, First 5 Nevada County made the decision to reduce the amount of funding available for community-based programs by about 20%. This led to fewer programs receiving grant awards, and those that did receive awards receiving less than they applied for.

Even with declining funds, First 5 Nevada County's funded partners continue to work diligently to meet the needs of families with children ages 0–5 . Programs continue to find creative solutions to serving families and meeting their unique needs. Local family resource centers have adopted a "mobile" model, meeting families in parks, libraries, churches, and coffee shops to share positive parenting information, concrete supports (such as diapers and laundry vouchers), and bilingual support in accessing additional services. Across the county, the Promotora model continues to give staff the opportunity to connect individually with families and break down language barriers. Home visiting in Nevada County continues to grow, with funded partners conducting outreach in partnership with local hospitals, pediatricians, and prenatal care providers. Across the county, all First 5 Nevada County partners continue to promote the importance of early literacy.

Orange

- CalWORKs: In FY 2023–24, First 5 Orange County was awarded \$8 million to implement CalWORKs Home Visiting Program Services. The contract will allow First 5 Orange County to receive referrals from Social Services Agency for CalWORKs eligible families and continue to leverage existing subcontracted service providers, Children’s Bureau and The Priority Center, and add four additional home visiting providers who bring increased cultural competencies to the team.
- Kid Builders: Provides free activities for parents to help build children’s developmental skills. In FY 2023–24, there were 29 Kid Builders events held with more than 5,700 participants. In addition, First 5 Orange County received \$100,000 from PNC Bank to support community events.

- **Community Health Workers:** First 5 Orange County is working to maximize the Community Health Workers benefit to address Orange County's gap in services for about 10,000 pregnant and post-birth families. We supported five individuals to become certified as Community Health Workers, who are now working in our prenatal and Engaged Neighborhood programs to support families. They are also helping to pilot billing Medi-Cal for these services to support long-term sustainability. Our Managed Care Plan awarded F5OC \$100,000 to participate in their Community Health Worker Learning Academy, which is providing an in-depth understanding of the organizational and technological capacity needed to effectively support Community Health Worker services.
- **HealthySteps:** The HealthySteps model supports families to ensure their children receive well-child visits, developmental screening, and dyadic behavioral health support. We supported the implementation of HealthySteps in five clinics and received \$1.88 million from our Managed Care Plan to expand to 10 additional clinic sites. The five initial HealthySteps sites serve about 7,000 young children, with an additional 8,000 children to be served through the new sites. Funding from our Managed Care Plan helps offset First 5 Orange County's costs as we absorb upfront expenses until the clinics can fully implement a sustainable HealthySteps program.

Placer

First 5 Placer focused much effort on sustainability of services supporting early child development. One-third of First 5 Placer's investments are funded by sources other than tobacco taxes. With the shift toward collaborative grant making and increasing efforts on systems and sustainability, First 5 Placer has been able to offset declining tax revenue by acting as lead on collaborative grant applications. First 5 Placer was the lead on a Road to Resilience Grant through the Office of Child Abuse Prevention, providing home visiting and wrap services to mothers at risk for substance abuse who are pregnant or parenting infants. First 5 Placer worked with the County to provide home visiting to CalWORKS participants and leveraged First 5 California Home Visiting dollars to build a system of CalAIM providers who serve families through relevant modalities. It partnered with WIC on the Dolly Parton's Imagination Library. Refugee families in Placer, Yolo and Sutter also benefitted from a collaborative application from First 5 California.

First 5 Placer Partner Network services saw continued advancement of the Commission's equity commitment and rebound of outcomes to pre-pandemic levels. First 5 Placer funded services reached priority populations; 51 percent of children served were from historically underserved racial and ethnic communities. The percentage of children who visited the dentist was above pre-pandemic rates. 97 percent of parents reported that their child had been to the doctor in the last year for a routine visit - approaching pre-pandemic rates. 78 percent received early prenatal care during their first trimester, an increase compared to the rates of previous years. Dolly Parton's Imagination library enrolments increased 4-fold from 1,030 per month last year to 4,300 this year. In Early Literacy indicators, data showed greater positive changes among Latino community families compared to others and also for parents with education levels high school and below.

Plumas

First 5 Plumas' mission is to cultivate safe, nurturing, healthy environments for children, prenatal to age 5, and their families through inclusive and accessible services and support. First 5 Plumas supports home visiting programs that provide regular, voluntary home visits to expectant and new parents and offer guidance, risk assessment, and referrals to other services offered in the community. While home visits are the primary investments of the First 5 Plumas Commission, direct services that support home visits include group supports and county-wide family service navigation.

Highlights for FY 2023–24 include a total of 71 families that were provided with home visiting services with a total of 419 home visits. 45 children and 35 parent/caregivers were provided with 399 playgroup service contacts. The Fatherhood Engagement pilot program served 30 parents and 19 service providers with trainings, support groups, and one on one coaching. Imagination Library enrollments grew from 84 to 304 in 2023–24, delivering 2,549 books to Plumas County families.

First 5 Plumas Systems Improvement work included collaborating with county partners to improve oral health access, the Children's Council functioning, mental health services, and early intervention. First 5 Plumas convened an Inclusive Early Education Workgroup to address early intervention intake and referral and to support families, agencies, and community groups with inclusive early education. First 5 Plumas accomplishments also include completing a community needs assessment, coordinating resource mapping, hiring a Family Service Coordinator providing close-looped referrals, strategic planning for 2025–2030, and planning for the integration of Help Me Grow into Plumas County's 211 system.

Riverside

First 5 Riverside County's investments promote an integrated system of prevention and early intervention services and coordinated care in diverse settings to meet individual families' needs. First 5's HealthySteps sites integrate HealthySteps Specialists in pediatric primary care teams to ensure universal screening of all families, provide referrals, and additional intensive services as needed. Coordinated care provided by HealthySteps Specialists improve engagement in preventive services and connection to community resources such as Home Visiting and other First 5 investments. HealthySteps sites partner with Help Me Grow IE to ensure families are connected to needed resources. Participating sites reached 10,000 children with 40% of children requiring referrals for early intervention (19%), mental health (21%), and other family services. First 5's engagement with Health Management Associates supports the integration of HealthySteps in managed care plans and supports participating agencies' plan for sustainability leveraging new Medi-Cal benefits such as dyadic care and the community health worker benefit.

Sacramento

First 5 Sacramento received First 5 California funding to provide culturally responsive navigation services to newcomer refugee families. First 5 partnered with five trusted agencies in areas with high refugee populations. These agencies worked collaboratively to share resources, remove barriers to services, and support families' resettlement journey. Navigators' lived experience and shared language with participants contributed to the effectiveness of this culturally responsive support.

Participants included 447 refugee families with children under the age of six. Refugee Family Support provided basic needs, navigation services, mental health assessments/support, education workshops, language support, and housing vouchers. Participants were mostly from Afghanistan (98%) and spoke Dari (76%) or Pashto (21%).

At intake, worries about family outside the US (73%), employment (50%), and not having enough money for basic needs (43%) were "big problems;" 62% felt they had a support system and 56% knew who to contact for help with basic needs.

At follow-up, most participants felt Refugee Family Support helped them "somewhat" or "a lot" and improved their experiences and knowledge. Participants felt their ability to navigate life in the US (86%) and their knowledge of programs to contact for help with basic needs (84%) had gotten better.

Family highlight: An Refugee Family Support Specialist worked with a family within a few weeks of their arrival to the US. The family had more than a month before their DHA interview but needed immediate assistance with basic needs. The Specialist helped explain DHA benefits and interpreted documents to ensure they did not miss any appointments. RFS served as an intermediary to longer term support. For instance, the Family Resource Center provided a \$125 grocery gift card, baby essentials, and bilingual books. The family was connected to a Halal food program, the Infant Safe Sleep workshop, and a car seat workshop.

San Benito

In FY 2023–24, First 5 San Benito and the Family Resiliency Center continued to provide services to children, families, and providers. Families received weekly distributions of food and essential supplies. Many families with young children took part in weekly Story Time, to improve bilingual language development and foster a love of reading. Multiple community events informed families of local services and resources, while children received developmental and health screenings. Families in need of additional support were referred for case management, parent education, and home visiting services. According to surveys completed by participants, families demonstrated improvement in their protective factors, including family functioning, knowledge of parenting and child development, positive parenting practices, access to social and concrete supports, and strengthened parent-child relationship. Their children also gained resilience, measured by an improved ability to stay calm when faced with a challenge.

First 5 San Benito also continued facilitating a multisector Resiliency Network, consisting of over 20 agencies and individuals. The Resiliency Network's objectives included: a) improving capacity of local agencies to provide high-quality, culturally sensitive, trauma-informed care; b) addressing complex problems by breaking down communication silos and promoting collaboration and alignment within and across service sectors; and c) providing multiple entry points to the service system with warm handoffs and a collaborative treatment approach to limit fragmentation and promote continuity of services. This fiscal year, the Resiliency Network and First 5 San Benito celebrated a major milestone by opening a Community Kitchen and Food Pantry. Moreover, the Collaboratory of San Benito, formed last year, made progress towards systems change initiatives, by holding listening sessions and a Community Connections and Capital campaign event, to raise funds and increase support for the planned Community Center.

San Bernardino

A major focus this fiscal year for First 5 San Bernardino has been Home Visiting System Building. Toward this direction, First 5 San Bernardino has started working with Health Management Associates, Inc., an independent consulting firm that supports and advises healthcare and social service providers, policymakers, and other stakeholders. The mission of Health Management Associates, Inc. is to improve the health and well-being of individuals and communities by making publicly funded healthcare, and the social services that support healthcare, more accessible, equitable, and effective. Health Management Associates, Inc. seeks to develop a strategy that advances the rates of engagement in prevention and early intervention services, and address barriers to care, particularly given challenges in remote communities in San Bernardino. This work will result in a prioritized set of recommended strategies for First 5 San Bernardino, intended to impact and improve the quality of pediatric care for families.

California Association for Infant Mental Health (CalAIMH) is a statewide non-profit membership-based organization that advocates for the needs of all children, 0–5 , in California. CalAIMH's primary function is promoting professional development in relationally informed practices, infant and early childhood mental health, reflective practices, integrating neuro-biological science, transdisciplinary collaboration, and interaction of infant mental health core principles.

CalAIMH hosted a two-day conference, co-sponsored by First 5 San Bernardino, "Sharing Joy, Where Passion and Meaningful Relationships Take Flight," on October 27 – 28, 2023, in Ontario, CA. The conference welcomed multidisciplinary professionals working with children 0–5 and their parents who aspire to be informed, enhance professional development, and increase competency. The vision, purpose, and mission of CalAIMH align well with the Commission's current strategic plan of systems role as collaborator, connector, convenor, and funder.

San Diego

First 5 San Diego providers continued to offer both in-person and virtual services during FY 2023–24, a practice that developed out of necessity during the COVID pandemic. First 5 San Diego providers value the ongoing flexibility to meet families where they are at by connecting with them via office visits, home visits, phone calls, text messages, and video appointments. With a goal of reaching a broad cross section of the San Diego community, First 5 San Diego’s Talk, Read, Sing media campaign promoted early childhood literacy and encouraged parents and caregivers to talk, read, sing, and be active with their children. This campaign achieved more than 80 million gross impressions during FY 2023–24.

First 5 San Diego supported targeted populations through various pilot programs. Through funding from First 5 California, we implemented the Shared Services Alliance pilot to enhance business sustainability practices for Family Child Care providers, and also received funding for the Refugee Family Services program to connect refugees with organizations to help with socio-cultural adjustment and care coordination.

Over the past few years, First 5 San Diego providers have been challenged by stagnant funding levels, increased costs, and staffing and workforce recruitment and retention issues. Providers also started seeing a higher volume and higher level of need in the children and families that come to them.

In the coming Fiscal Year and beyond, First 5 San Diego will be experiencing a drastic decline of Proposition 10 revenue that will result in a significant impact to our community services, staffing and systems change efforts. We will see reductions in all areas of investments with the greatest reductions to our local San Diego Quality Preschool Initiative, First 5 First Steps home visiting and Healthy Development Services programs.

San Francisco

In FY 2023–24, the San Francisco Department of Early Childhood, which operates First 5 San Francisco and is entering its third year of existence, oversaw continued recovery of the county’s early childhood systems of care from massive disruptions caused by the COVID-19 pandemic. Participation in funded early care and education programs, early educator workforce compensation programs, family resource centers, and developmental screening rose for the third straight year. New initiatives launched last year continued to expand, including accelerated adoption of the Sparkler mobile developmental screening app, and greater participation in wage and stipend enhancements that increased teacher compensation by as much as 47% in Quality Counts California sites.

Recently, our county has seen a remarkable turnaround in children’s kindergarten readiness. Since 2007, First 5 San Francisco has monitored the academic, social, emotional, and physical well-being of children entering the San Francisco Unified School District. From 2017 through 2021, the overall proportion of children meeting readiness standards declined each year from 66% to 58%. This pattern held across racial/ethnic groups and children with special needs.

However, in FY 2022–23 and FY 2023–24 there was unexpected improvement. Scores returned to 66% readiness overall, and across all subgroups, without changes to the tool, its administration, or assessment rates. This trend appears counter to trends in the region and nationally post-pandemic. A leading hypothesis behind these results for First 5 San Francisco is that local “hold harmless” funding policies and emergency grants to sustain early childhood programs, as well as new investments in early educator compensation combined with lower numbers of children and families, have created conditions for more caring, individualized, and intensive relationships and programming, leading to improved outcomes. These findings will be more deeply explored with partners in the year ahead.

San Joaquin

First 5 San Joaquin’s investments during the fiscal year delivered substantial outcomes in promoting community health, resilience, and family stability. A key accomplishment was First 5 San Joaquin TEETH’s involvement in the San Joaquin County Oral Health Strategic Plan, which emphasized expanding oral health education and integration in early childhood programs. Through a collaboration with the San Joaquin Dental Society, First 5 San Joaquin TEETH assisted with the annual Give Kids a Smile Day event, which provides pro-bono dental treatment to the underserved and under-insured children in the county. As part of its ongoing efforts to reach underserved populations, First 5 San Joaquin TEETH distributed oral health toolkits and educational materials to local families.

Another highlight was the second annual Home Visiting Workforce Summit. The summit brought together over 180 home visitors from 45 agencies, and representatives from seven regional partner counties, to offer professional development opportunities through workshops on mindfulness practices, navigating professional boundaries, and supporting families with children who have special needs. The event also featured a father engagement panel that highlighted the importance of father involvement in early childhood development. This summit demonstrated First 5 San Joaquin’s ongoing commitment to workforce development and empowering home visitors to deliver higher quality support to families.

Another highlight was the expansion of the HousingWORKs program to provide Rapid Re-Housing and Preventative Services. This year HousingWORKs served 288 families in underserved areas of the county. Services included tailored case management, housing navigation, individualized financial assistance, and collaboration with landlords and property managers to enhance housing stability. The program’s expansion has strengthened the local housing support system, helping more families secure safe and stable housing, and building pathways to long-term well-being.

San Luis Obispo

First 5 San Luis Obispo County hosted community conversations and engaged Commissioners to craft a new Strategic Plan for FY 2024-2028, with an emphasis on systems building. The plan was guided by a Theory of Change Framework that helped to identify three high priority areas for our attention and investment: Early Health Foundations; Parent Engagement, Connection & Education; and Early Learning & Child Care. REDI continues to inform all of our work and community partnerships. One programmatic example this year was a professional development workshop hosted through the First 5 Health Access Training Project, “Promoting Resiliency for Immigrant Families” that attracted 119 attendees, representing 30+ agencies, included a resource fair and future workshop opportunities. Over the last four years, First 5 San Luis Obispo County has funded development of the First 5 San Luis Obispo County Home Visiting Collaborative –an initiative to build cross-agency coordination and professional development.



A highlight of the Collaborative this year was the San Luis Obispo Thrive Symposium. The program featured Dr. Donna Beegle, who shared her personal and professional journey to inform more than 100 home visitors and family advocates on poverty's impact on maternal, infant, and early adolescent health. Participants gained insights into the experiences of families living in financial crises and reflected on how their own backgrounds influence communication and relationships. First 5 San Luis Obispo County continues to be the fiscal lead for regional IMPACT Legacy work to advance early learning and care systems across San Luis Obispo, Santa Barbara and Ventura Counties, through their respective Offices of Education.

We also marked the culmination of our Shared Services Alliance pilot initiative, led by Community Action Partnership of San Luis Obispo County, which coordinated more than 80 events to help childcare businesses with coaching and capacity-building efforts such as automated software, access to affordable insurance, network building and peer support.

San Mateo

During FY 2023–24, First 5 San Mateo County maintained its multi-faceted investments in programs supporting all aspects of a child's early years, including Quality Early Learning; Healthy Development; Resilient Families; and Policy, Advocacy, and Communications. Supported by \$4.3 million in community investments, our funded partners served over 12,000 children, parents, and providers. Highlights include:

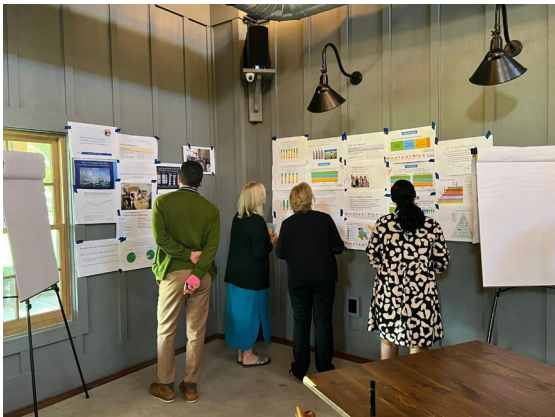
- **Baby Bonus Project:** First 5 San Mateo County is a key partner in the design and implementation of Congresswoman Jackie Speier’s initiative to pilot a program providing direct cash payments to families of newborns with incomes below the federal poverty line. Each family in the program will receive monthly payments for 36 months, from the baby’s birth to their third birthday. Along with partners including our County Health

System, Stanford University, Stanford Children’s Health, and the Jackie Speier Foundation, this year we have designed a Randomized Controlled Trial to evaluate the project, developed service delivery and evaluation protocols, and secured much of the funding. We are on track to begin implementation in early 2025.

- Centering Parent Voices: This year we undertook a Human Centered Design project focused on putting families at the center of program planning and design. Based on disparities in rates of postpartum depression and a local need for more early childhood mental health resources, we invited Latino/a/e parents of children with mental or behavioral health challenges to share their experiences and program development ideas. After conducting many interviews and hosting meaning-making conversations with project participants, service providers, and First 5 San Mateo County staff, we are developing these parents’ ideas into tools that will support systems navigation for families who need additional mental and behavioral health services for their children.

Santa Barbara

In FY 2023–24, First 5 Santa Barbara County invested in services for 9,000+ children and their families (~1,500 caregivers), and over 900 providers/professionals. Investment strategies included Early Learning Implementation Plans with school districts, Family Literacy & Support programs, and various systems-building efforts (including launching Help Me Grow Santa



Barbara County). One of the most notable achievements this year was the regional collaboration with First 5 San Luis Obispo and First 5 Ventura to support the home-visiting workforce through grant funds from First 5 California. This work aims to improve the home visiting ecosystem among regional programs, referring professionals, and the families they serve. Deliverables from the first year of the two-year grant include: a Home Visiting Executive Committee to guide decision-making throughout the grant cycle, a Home Visiting Training Needs Survey to inform strategies,

regional Brazelton Touchpoints Training to address professional development gaps, focus group data about local home visitor needs regarding referrals, a virtual Resource Hub for home visitors (<https://centralcoasthomevisitors.org/>) and the families they serve (<https://centralcoasthomevisitors.org/home-visiting-family-information/>), bilingual communications assets targeting healthcare providers and families, and the first of its kind 2024 Pediatric Health Summit for home visitors and medical providers across the tri-counties.

First 5 San Luis Obispo used local funds to bolster home visiting coordination with their Public Health Department partners while First 5 Ventura used funds to conduct a landscape analysis to better understand their local context and needs. In the second year of the grant, the group will work to address additional expressed gaps in professional development through collaboration with Start Early's virtual home visiting trainings, Train the Trainer opportunities with Brazelton Touchpoints, as well as local partners.

Santa Clara

First 5 Santa Clara County concluded a ten-month collaborative effort incorporating input from community partners, grantees, and families to formulate the 2024–2027 Strategic Plan. The plan outlines key focus areas, including connecting families to basic needs, strengthening the early childhood and home visiting workforce, engaging communities, and promoting diversity, equity and inclusion in our work.

Aligned with our strategic goals, we launched the Stronger Systems, Stronger Families Initiative to strengthen our network of neighborhood resource centers, address critical service gaps, and promote bold approaches to improve systems of care. The initiative aims to support families impacted by poverty, trauma, and systemic inequities.



We also launched our inaugural Family Child Care Leadership Conference for 150 providers. Attendees participated in workshops on licensing, housing rights, and Family Child Care Home Education Networks. In addition, forty participants (80%) of our Early Learning Apprenticeship program earned their Associate Teacher permit and 83% of them reported they will remain in the early childhood field. This two-year program provided participants with college coursework and valuable work experience, directly addressing a need for

skilled childcare professionals. Finally, we extended our partnership with the Children’s Discovery Museum of San Jose to expand our statewide traveling exhibit, Potter the Otter: A Healthy Adventure, with one location reporting over 6,000 visitors during the three-month exhibition.

The ongoing decline of Proposition 10 revenue will continue to have a significant impact on our community services, staffing, and systems change efforts. We are making difficult choices about community investments while seeking additional revenue streams to ensure the well-being of our county’s children, families, and providers.

Santa Cruz

Triple P is an evidence-based parenting support system designed to strengthen families by promoting positive relationships, teach strategies for handling parenting challenges, and increase access to parenting information.

Highlights

- Assessment results show that families are making significant improvements in child behavior and emotional regulation, increased use of positive parenting styles, and improvements in parental emotional well-being and family relationships.
- Parents who begin the program with more serious issues demonstrate the greatest improvements.

Investments

- The California Dept. of Health Care Services awarded First 5 a grant for Round 1 of the Children & Youth Behavioral Health Initiative to: 1) Increase capacity to provide Triple P to populations most likely to experience access barriers and health disparities, 2) Improve equitable access to Triple P, 3) Strengthen positive parenting practices, and 4) Improve child emotional and behavioral challenges.
- Kaiser Permanente awarded First 5 a grant to enhance the county-wide Triple P system: 1) Launch a new Triple P program designed for parents of children aged 6-14 with anxiety, and 2) Increase the availability of brief, targeted parenting support as an early intervention service offered through Federally Qualified Health Centers' HealthySteps programs, Family Resource Centers, and other partners.
- Central California Alliance for Health awarded First 5 a grant to enhance access to Triple P for Medi-Cal members with children aged 0–5 , focusing on Spanish-speaking families.

First 5 participated in the Child, Youth, and Family Well-Being Cabinet that guided the development of the County's Comprehensive Prevention Plan for the Family First Prevention Services Program. First 5 was recognized as a resource currently providing prevention services and received funding to expand partners' capacity to provide Triple P. First 5 is expanding Triple P and its outreach to underserved populations.

Shasta

First 5 Shasta received a CYBHI grant and has partnered with local agencies to provide Trauma-Informed services to children, their parents, and caregivers who have experienced trauma, including TF-CBT services, training, and parent support groups.

We continue to work with partner organizations around ACEs education, screening, and intervention to increase public awareness of the prevalence of ACEs, their long-term negative effects on individuals' health and their long-term costs to society.

Through support of Help Me Grow Shasta, F5S helped identify children with developmental delays. In FY 2023–24, Help Me Grow completed 772 developmental screenings (ASQ-3 and ASQ-SE), an increase of 26% over FY 2022–23. Help Me Grow provided case coordination services to over 2,200 children and families. To date, Help Me Grow has served over 4,000 children 0–5 and their families. The Help Me Grow collaborative presented the Champions for Children event for parents, caregivers, and children.

First 5 Shasta is using a grant from Practitioners' Voice CA to train a cohort of 15 participants in understanding leadership and advocacy in Early Childhood Education. Cohort members traveled to Sacramento to meet with state legislators and participate in Advocacy Day to advocate for policies that support early childhood development and ECE.

First 5 Shasta distributed 8,472 new, high-quality books to children, caregivers, and ECE providers.

First 5 Institute presented high-quality training and resources to more than 170 providers of services to children 0–5 and their families and more than 75 ECE providers. First 5 Institute sponsored 12 Smart Starts & Smart Lunches presenting topics such as Understanding Poverty, The Growing Brain, and Implicit Bias Training. First 5 Institute provides access to high-quality early literacy programs by funding community “Storytimes”, which provide young children and their families access to early literacy material and an opportunity for social connections. First 5 Institute funded Storytime sites directly served 1,075 children ages 0–5.

Sierra

The FY 2023–24 marked the launch of the inaugural Home Visiting Program in Sierra County. Throughout this year, First 5 Sierra has been instrumental in supporting the program's early phases through strategic referrals and facilitating collaborative meetings with key stakeholders, including the Public Health Department, County Office of Education, Sierra Nevada Children's Services, High Sierras Family Resource Center, and various local community-based organizations. These collaborative efforts have strengthened partnerships and fostered a community-oriented system of care. In addition, First 5 Sierra established a Home Visiting parent leadership group to assess families' current needs, ensuring representation of the Hispanic community's perspectives in the decision-making process.



community.

First 5 Sierra also played an active role as a partner in "TechWise Sierra," a county-wide initiative grounded in the Sierra County Comprehensive Prevention Plan. This initiative brings together numerous local agencies and departments, including the Sheriff's Office, Probation, the School District, the County Office of Education, Behavioral Health, Public Health, the Child Abuse Prevention Council, and Sierra Nevada Children's Services. Its goal is to educate parents and children about the potential dangers and adverse effects of technology while promoting responsible usage. The collaboration and partnerships formed through this initiative have been inspiring, demonstrating significant beneficial impacts on the

First 5 Sierra County is committed to developing a comprehensive early learning and education system. To support this initiative, the agency provides preschool subsidies for children aged 3 to 5, assists with operational expenses for preschool providers, and invests in culturally enriching programs. First 5 Sierra has also established a robust quality improvement program to ensure childcare providers possess the necessary expertise.

Siskiyou

Program Highlight Summary: Home Visitation Systems Coordination & Welcome Home Baby!
The Siskiyou County Home Visitation Systems Coordination represents a significant systems change effort, aimed to strengthen early childhood development and family outcomes through home visitation services. The initiative focused on creating a regional professional development plan and improving internal communication among home visitors, increasing community awareness of available services and developing a referral system, to match families with services. This collaboration enhanced the region's ability to serve more families and laid the groundwork for a stronger, integrated early childhood continuum of care.

A standout home visitation program within this effort is the "Welcome Home Baby!" providing new parents with mental health and wellness supports and personalized guidance on newborn care, such as infant sleep, crying, feeding, and nutrition. Since last year, the program nearly doubled its reach, serving 31 families through 67 home-visits. As part of this program, 42% of mothers received postpartum depression screenings and subsequent referrals. The program showed high effectiveness in supporting breastfeeding, with 90% of mothers who exclusively breastfeed at hospital discharge continuing to breastfeed six months later. These services contributed to the life-changing impact of the program on the babies in its care. Among many examples is one infant who significantly benefitted from home visiting services by moving from a being at risk of failure to thrive to reaching a healthy 77th percentile.

Summary of Findings: The strong outcomes for maternal and infant health of "Welcome Home, Baby!" home visiting program under the Home Visitation Systems Coordination umbrella of system-level efforts demonstrate the exceptional leadership of First 5 Siskiyou in systems change, reflecting the effectiveness of a coordinated home visitation system in addressing both systemic needs and individualized family care.

Solano

First 5 Solano authored the First 5 California Impact Brief, which highlighted the significant strides First 5 counties across have made in improving the lives of children and families across the state. Drawing on the Heckman Equation, the Brief is intended to show legislators the profound benefits of First 5's investments in early childhood systems and why this system must be sustained.

A former school campus was purchased with the intention of creating a Vallejo Early Learning Center. The County's the local Head Start provider will operate the site's programs. A Project Management Firm and General Contractor has been secured to oversee the site renovations. Additionally, a launch event was held in January 2024. The site has been named Rise Vallejo Early Education & Community Resource Center ("Rise Vallejo"), and a graphic designer created a logo and style guide for future marketing and communication purposes. This Center will operate multiple childcare sites developing up to 300 new childcare slots for children under 5 years old.

The First 5 Center in Vallejo, a model of family engagement and systems integration, celebrated its 4th birthday in February 2024. This center provides a wide range of services and activities to children and families in Solano County, including parenting classes using the Triple P model, developmental screenings, family support services with a food pantry, and various community activities. In FY 2023–24, the center met all its performance measures, including the engagement of nearly 1,500 individuals, connections for 304 families to community resources, and developmental screenings for more than 200 children to identify developmental or social-emotional challenges.

In partnership with the City of Fairfield, First 5 Solano is replicating its Vallejo First 5 Center to create a First 5 Center in Fairfield. Slated to open by the end of 2026, construction has not yet begun due to pending permits, but the project remains on track.

Sonoma

In FY 2023–24, staff completed the pilot phase of the Shared Services program, Alianza de Proveedoras de Cuidado de Niños Familiar. The first cohort graduated and the second has started. The program is specifically designed to meet the needs of newly licensed, monolingual Spanish-speaking Family Child Care providers. We provided a range of professional development training opportunities to our ECE community. 238 providers across 27 counties were engaged in 37 events, with a combined total of 1,782.5 professional development hours completed by our ECE community. New Parent TLC (an MHSA INN project) successfully trained 141 childcare providers and cosmetologists to be connectors, able to recognize symptoms of parental depression, and connect families to resources. In follow-up with connectors, we found a gap in services with a lack of mono-lingual Spanish mental health services and have started working to increase access and available services. We established the bilingual Dolly Parton Imagination Library countywide, with a goal of reaching all 26,000 Sonoma County children 0–5.

We led a 21-county regional home visiting technical assistance collaboration to deepen the local First 5 relationships with their managed care plan. With this success, Partnership HealthPlan released a funding opportunity specifically for the 24 local First 5 Commissions in the PHC region to support First 5's becoming contracted CHW and/or Enhanced Case Management providers, working toward birth equity. We dispersed a combined \$3.2 million in ARPA funding between facilities grants to childcare providers, child savings accounts and guaranteed basic income through our pilot, Pathway to Income Equity. Although we still have not had to make significant cuts, due to the Commission's ability to leverage one-time ARPA funds and other public funding

streams, First 5 Sonoma County's reserves are almost depleted, and we continue to focus sharply on sustainability.

Stanislaus

It is the mission of First 5 Stanislaus to be a catalyst to help give children and families the best start. In FY 2023–24, First 5 Stanislaus funded partners delivered services to the community that allowed 15,932 children, families, and early care education providers to remain connected to their support systems and basic needs when they were most needed. First 5 Stanislaus and its partners distributed supplies to assist families, including 559 new parent kits, 4,881 books and over 52,800 diapers. First 5 Stanislaus funded partners fostered the children and families they serve thrive in their communities. The parents of 5,988 children received family support services through countywide Family Resource Centers or other programs. Ninety-four percent of pregnant and parenting women (167/177) reported less stress as a result of attending support group sessions during their pregnancy through their child's first year. During this fiscal year, our partnership with Imagination Library welcomed 528 new applicants, serving children aged 0–5 living in Stanislaus County. A total of 1,486 books were given out through Imagination Library in efforts to increase the time being spent at home reading with family. Ninety-six percent of caregivers surveyed (582/609) gained an increase in skills and knowledge from attending parent education classes.

Tehama

In 2024, First 5 Tehama conducted a community survey to understand families' post-pandemic priorities. Participants ranked education to manage children's behavior as a higher priority than in 2020. Recognizing that this starts with managing adult emotions, First 5 focused the third annual Stressbusters Café on Culturally Responsive Self-Care. This event connected interagency and interdisciplinary professionals serving Tehama County's 0–5 families through hands-on engagement around the shared mission to enhance family resilience through protective factors. Participants who shared key takeaways appreciated collaborating with other agencies and emphasized the importance of self-care/self-awareness, strategies to regulate emotions, and understanding how self-care varies for everyone. One provider noted, "I need to put my own oxygen mask on first to help those around me." Impressively, 94% learned something new, particularly about the significance of self-care.

In its commitment to center family and provider voices to progress strategic plan goals, First 5 Tehama developed a community recommendation report, including insights from a quarterly focus group of nine diverse parents (i.e., moms, dads, bilingual/bicultural participants) and survey data from parents and providers across the county.

Key areas for growth included:

- Strengthening referral networks between community-based services and medical services, encompassing both physical and mental health.
- Providing additional pathways for social connections within existing strategies.

First 5 Tehama will continue to build on the recommendations and insights gained from the Home Visiting Coordination regional grant to establish strong networks between systems. This will create future opportunities for knowledge sharing to better serve families, particularly among those providing prenatal and perinatal care. First 5 Tehama also aims to expand referral networks across systems, incorporating multiple pathways.

Trinity

The First 5 Trinity County Children and Families Commission invests in a variety of services aimed at supporting children prenatal through age five and their families. Primary investments include School Readiness, Trinity Smiles, and a Welcome Baby program. We also support two local swim programs to increase water safety awareness and practices as drownings are a leading cause of childhood injury within our community.

Tulare

Over the past 25 years, First 5 Tulare County has served as a funder, partner, and convener. We are proud of our community and partnerships. In FY 2023-2024, all funded programs served 21,969 parents and children. Most recently our partnership with our local Health and Human Services agency for our Play Program, which focuses on home visitation for CalWORKs families has served 195 families. Utilizing the Parents as Teachers (PAT) model eight Family Resource Centers throughout Tulare County (Cutler Orosi, Lindsay, Dinuba, Goshen, Porterville, Visalia, Tulare, and Woodlake) served 222 children. 94% of families demonstrated stressors.

Through our partnership our program has been able to increase positive outcomes and provide early detection and identification for families throughout our county. The families were provided in depth support via 1,801 personal visits, 85 group connections, and 86% of children 19-35 months old were up to date on immunizations. Children received developmental screenings of which 43% were identified of a potential delay/concerns (developmental, social emotional, hearing, vision, or physical health). This program has demonstrated success in collaborations and linking families to much needed services.

Tuolumne

First 5 Tuolumne County provides leadership and support for programs to achieve the vision that all children are thriving and ready to learn. First 5 Tuolumne invested \$628,583 in the FY 2023–24, providing services to roughly 2,550 young children, parents, and providers.

- **Family Functioning:** Data collected by our home visitors reflected that 28% of our highest-risk families receiving In-Home Parenting Supports were able to make significant progress on their parenting goals by increasing their positive behaviors with their children. Additionally, home visitors observed that 50% of parents were never observed helping their child identify their feelings, which highlights the need for continued targeted and intensive parenting support.

- Improved Child Health: 20 years of our Smile Keepers Oral Health program suggests that the comprehensive prevention approach has sustained a reduction in the incidence of active cavities in the pre-k population.
- Child Development: Tuolumne County invested \$219,000 to improve the quality of our early care and education providers and sites. This was done by investing in professional development stipends for providers who participate in continuing education and/or coaching.

Improved Systems of Care: We now have Help Me Grow in Tuolumne County and a partnership with Unite Us, in the effort to connect all family serving systems and get all children screened for developmental delays using the Ages and Stages Questionnaire. After 7 years of investing in the Imagination Library, we now have nearly 40% of our 0–5 children getting a book in the mail each month and have supplied 43,750 books to 1,850 children. Since we know 90% of a child's brain is developed by the age of 5, we encourage parents to talk, read, and sing to their children every day. We are confident that the Imagination Library supports caregivers in those vital interactions.

Ventura

First 5 Ventura County's FY 2023–24 investments in the early childhood system supported the place-based Neighborhoods for Learning, providing Parent and Child Together classes and family support services; Help Me Grow; and systems integration, advocacy, and capacity building. Recognizing the negative impact of the pandemic on families with young children, First 5



Ventura County secured \$3.5 of the county's American Rescue Plan Act funding to expand Neighborhoods for Learning services and pilot a light-touch home visiting program Welcome Every Baby targeting pregnant moms and new parents. Neighborhoods for Learning services were expanded to incarcerated fathers ages 16 to 24 at the Ventura County Juvenile Justice facility, focusing on topics such as attachment and bonding, communication, child development and temperaments, and appropriate discipline. Welcome Every Baby advance maternal and child health

outcomes, promotes upstream prevention efforts, fills gaps in services, and provides referrals with Ventura County Public Health to triage families into the most appropriate home visiting services. First 5 California's Regional Home Visiting Technical Assistance grant facilitated efforts to further build and strengthen the home visiting system within the broader system of support for children and families. The home visiting evaluation design was informed by Managed Care Plan performance standards around maternal and child health outcomes, such as linkage with medical home, timely completion of postpartum and well-child visits, immunizations, screenings

and follow-up. Significant progress was made with the Commission's parent engagement strategy with the support of a consultant engaged to facilitate efforts to strengthen the partnership between Commission staff and parent leaders focused on relationship building, decision-making, and defining the role of parent leader, thereby culminating in the development of a Parent Leader Handbook.

Yolo

First 5 Yolo deepened its focus on prevention and sustainability by coordinating multiple state and local funding streams, efficiently using resources to advance systems transformation. Key achievements included preparing to fully merge and sustain Welcome Baby and Road to Resilience, First 5 Yolo's largest systems transformation efforts aimed at high-risk perinatal families and including behavioral health and parenting supports. Given the steeper decline in Proposition 10, the work demands braiding multiple revenue streams to support sophisticated systems efforts like Welcome Baby, Road to Resilience, Help Me Grow, and others. The leveraging of both Prop 10 and other funding makes possible the critical efforts needed by families closest to risk, but it also creates uncertainties for the type of strategic systems building Proposition 10 envisioned. While celebrating the success of our partnerships, the fiscal complexity and administrative burden remain heavy and largely unfunded. Variability in eligibility, timing, and data reporting creates barriers for families, particularly those most in need of improved systems.

First 5 Yolo also broke new ground by achieving a reliable and sustainable funding source through Medi-Cal billing. Grounded in the proven maternal/child health impacts of Welcome Baby, Road to Resilience, and Help Me Grow, First 5 Yolo is now an enrolled provider, serving as Supervising Provider for the Community Health Worker Benefit and contracting under CalAIM. This significant change requires careful attention to legal, programmatic, data security, and fiscal systems. The ability to participate in CHW and CalAIM builds sustainability but also requires additional funding for capacity-building. To date, this effort has been funded by a patchwork of grants.

While the immense efforts of First 5 Yolo Commissioners, staff, and partners have protected meaningful impact for now, we look forward to a future of increased collaboration among state agencies in support of counties.

Yuba

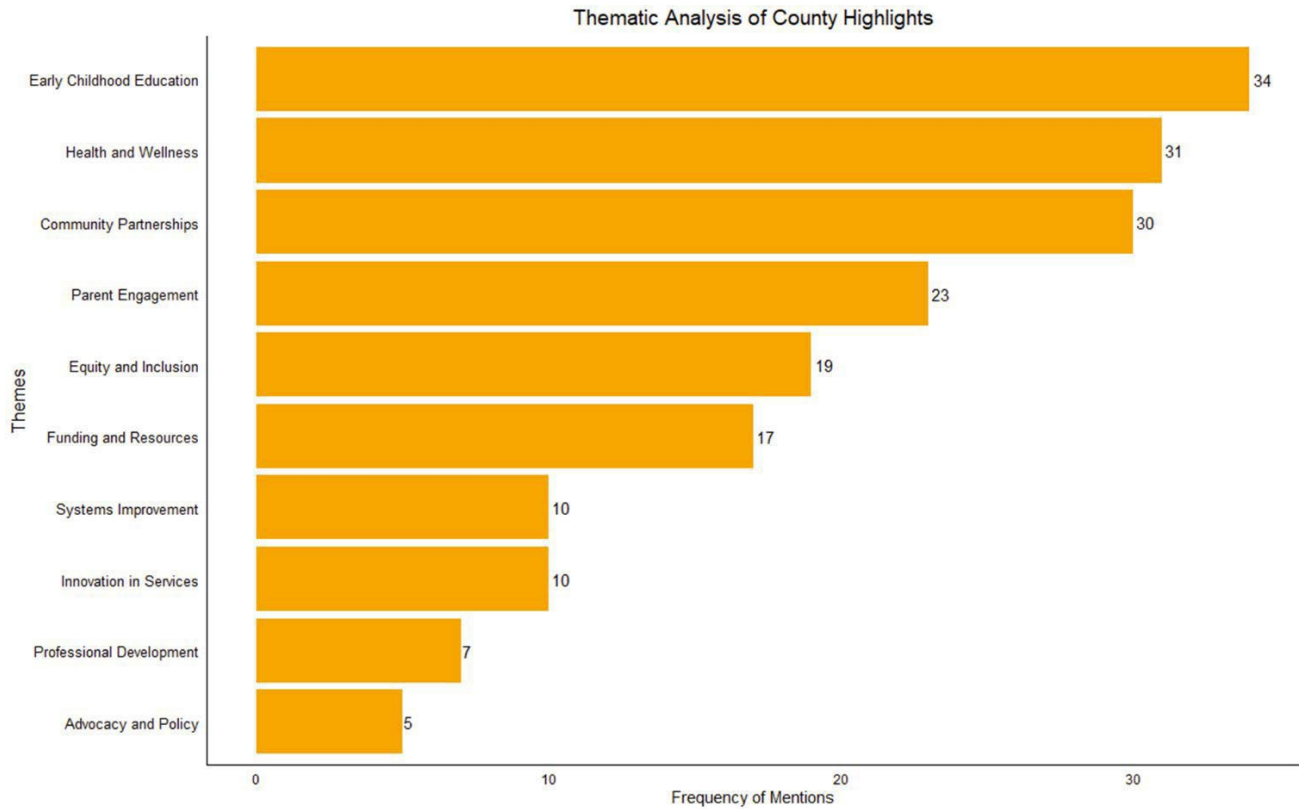
This past fiscal year, First 5 Yuba launched a Parent-Centered Leadership Cohort to empower parents and grassroots leaders as advocates for their children and families. This initiative aimed to connect them with opportunities to exercise their leadership skills, sustain community programs, and enhance local advocacy efforts by centering parent voice. The Parent Ambassador Leadership Program officially kicked off in November 2023, in partnership with the Yuba County Family Resource Center.

The cohort of parent leaders met bi-monthly, engaging in training on leadership and advocacy while developing essential skills to effect meaningful change for their families. Participants were provided with professional development opportunities, including training in evidence-informed Maternal Mental Health, online advocacy and leadership modules, and self-reflection exercises. They also attended a local Women’s Day conference and Purpose Workshops facilitated by community-based organizations. With backbone support from First 5 the cohort, which officially adopted the name “Momigas,” leads weekly moms walking group in one of our most underserved areas where they provide a space for connection, well-being and access to educational resources.

The recent, drastic decline of Proposition 10 revenue has had a significant impact to our local services, staffing, and systems change efforts. During this time the Momigas have been an invaluable asset as they continue to help drive local outreach, education, and advocacy on behalf of First 5. The success of this program combined with the significant commitment by local parents has underscored the need for ongoing leadership and advocacy development as well as continued services and programs. First 5 Yuba is committed to continuing this work, recognizing parent voice as a crucial element for driving change and enhancing programs and systems affecting children ages 0–5.



First 5 County Highlights: Thematic Analysis of County Highlights, FY 2023–24



† The bar chart illustrates a thematic analysis of key themes identified in the county highlights during the reporting period 2023–24.

† Missing County Highlights from Sutter County.



Table. Thematic Analysis of County Highlights: Themes and Descriptions

Themes	Descriptions
Early Childhood Education	Focus on early learning, school readiness, and child development programs.
Health and Wellness	Programs targeting mental health, physical health, nutrition, and wellness for children and families.
Community Partnerships	Collaborations with schools, non-profits, and local organizations to extend program reach and impact.
Parent Engagement	Initiatives to involve parents through workshops, training, and support groups to enhance caregiving skills.
Equity and Inclusion	Efforts to ensure programs are accessible and beneficial to diverse and underserved populations.
Funding and Resources	Allocation and management of financial resources, including grants and local tax revenues.
Systems Improvement	Enhancing service delivery through better processes, infrastructure, and coordinated care.
Innovation in Services	Introduction of new methods, tools, or programs to address community-specific challenges creatively.
Professional Development	Training and capacity building for staff and partners to improve program effectiveness.
Advocacy and Policy	Supporting policies and initiatives to address systemic issues affecting early childhood and family well-being.

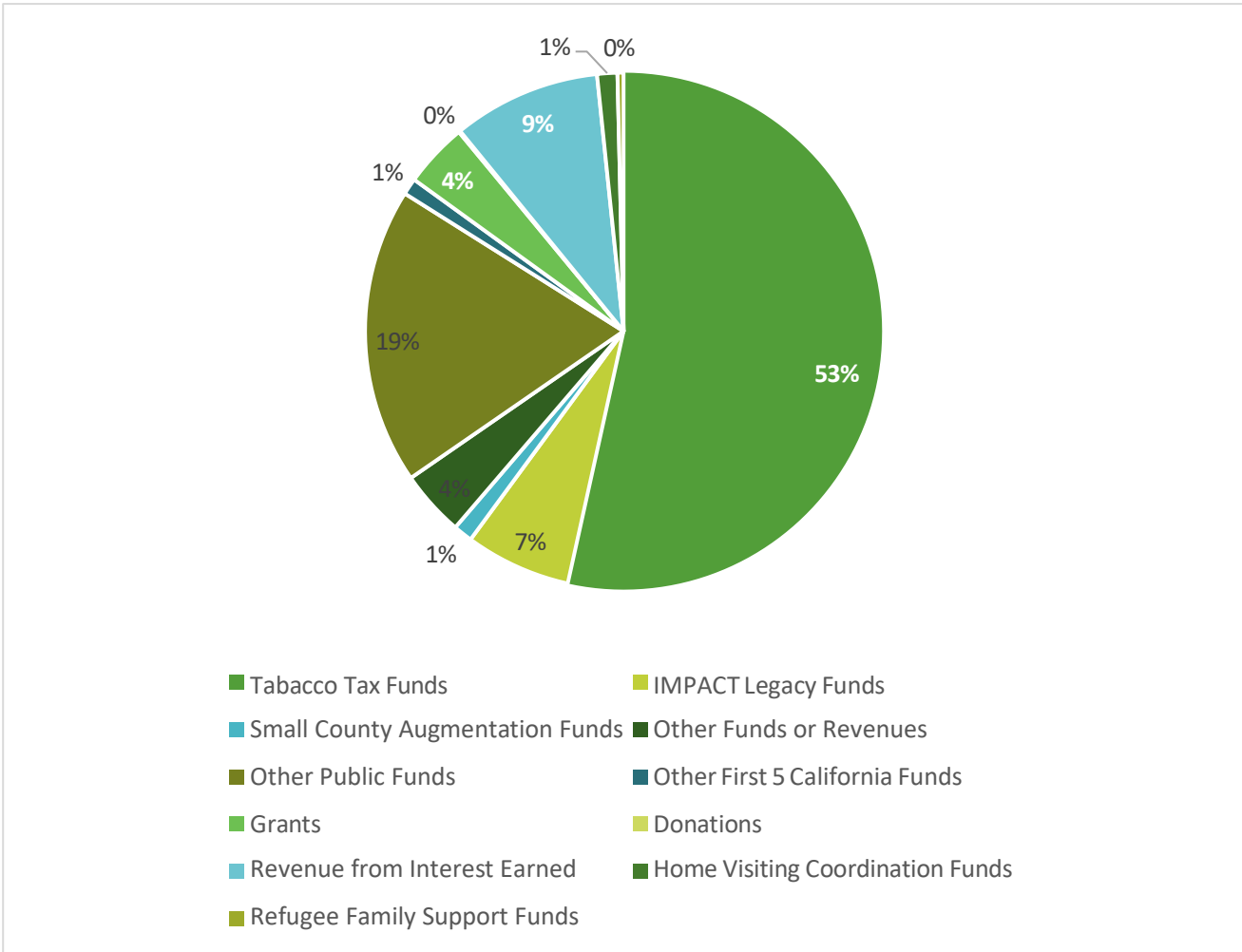


Appendix A1: Revenues by Source, FY 2023–24

Tabacco Tax Funds ¹	\$ 236,011,821
IMPACT Legacy Funds ²	\$ 29,210,670
Small Population County Funding Augmentation Funds ³	\$ 5,286,729
Other Funds or Revenues ⁴	\$ 18,111,720
Other Public Funds ⁵	\$ 81,908,734
Other First 5 California Funds ⁶	\$ 4,563,451
Grants ⁷	\$ 17,805,287
Donations ⁸	\$ 422,170
Revenue from Interest Earned ⁹	\$ 40,854,306
Home Visiting Coordination Funds ¹⁰	\$ 5,587,445
Refugee Family Support Funds ¹¹	\$ 1,664,723
Total Revenue	\$ 441,427,056

† Data includes all county commissions, except for Sutter.

1. Total Proposition 10 and Proposition 56 tobacco tax revenue
2. IMPACT Legacy consortia or regional hub funds received from First 5 California
3. SPCFA funds received from First 5 California
4. Other funds or revenues received, may include rental income or revenue from services provided.
5. Other federal, state, or public funds received
6. Other funds received from First 5 California
7. Grants received by the county commission
8. Donations received by the county commission
9. Interest earned in all Children and Families Trust Fund revenue accounts by the county commission
10. Home Visiting Coordination Funds received from First 5 California
11. Refugee Family Support Funds received from First 5 California



Appendix A2: Number of Services and Expenditures by Result Area and Service Type, FY 2023–24

Improved Family Resiliency

Result Area and Service Type	Children	Primary Caregivers	Providers	Total Primary Caregivers & Providers	Total Number of Services	Percent of Services in Result Area (1)	Percent of Total Number of Services (1)	Total Expenditures for Services	Percent of Service Expenditures in Result Area (1)	Percent of Total Expenditures (1)
General Family Support	112,904	251,114	26,502	277,616	390,520	52%	31%	\$71,866,781	71%	19%
Intensive Family Support	9,703	14,180	799	14,979	24,682	3%	2%	\$25,258,201	25%	7%
Family Literacy and Book Programs	197,216	121,624	10,775	132,399	329,615	44%	26%	\$4,449,263	4%	1%
Total Improved Family Resiliency	319,823	386,918	38,076	424,994	744,817	100%	59%	\$101,574,245	100%	27%

Improved Child Development

Result Area and Service Type	Children	Primary Caregivers	Providers	Total Primary Caregivers & Providers	Total Number of Services	Percent of Services in Result Area (1)	Percent of Total Number of Services (1)	Total Expenditures for Services	Percent of Service Expenditures in Result Area (1)	Percent of Total Expenditures (1)
Quality Early Learning Supports	77,578	16,991	21,641	38,632	116,210	75%	9%	\$68,074,228	85%	18%
Early Learning Program Direct Costs	28,688	4,645	5,316	9,961	38,649	25%	3%	\$11,873,430	15%	3%
Total Improved Child Development	106,266	21,636	26,957	48,593	154,859	100%	12%	\$79,947,658	100%	21%

Improved Child Health

Result Area and Service Type	Children	Primary Caregivers	Providers	Total Primary Caregivers & Providers	Total Number of Services	Percent of Services in Result Area (1)	Percent of Total Number of Services (1)	Total Expenditures for Services	Percent of Service Expenditures in Result Area (1)	Percent of Total Expenditures (1)
General Health Education and Promotion	24,793	32,888	5,102	37,990	62,783	17%	5%	\$5,803,580	5%	2%
Oral Health Education and Treatment	36,032	18,665	326	18,991	55,023	15%	4%	\$3,996,838	4%	1%
Early Intervention	83,996	29,577	4,021	33,598	117,594	33%	9%	\$30,429,471	28%	8%
Perinatal and Early Childhood Home Visiting	38,243	52,177	1,030	53,207	91,450	25%	7%	\$60,446,596	57%	16%
Prenatal and Infant/Toddler Pediatric Support	19,691	13,143	1,587	14,730	34,421	10%	3%	\$6,226,698	6%	2%
Total Improved Child Health	202,755	146,450	12,066	158,516	361,271	100%	29%	\$106,903,183	100%	28%

Improved Systems of Care

Result Area and Service Type	Children	Primary Caregivers	Providers	Total Primary Caregivers & Providers	Total Number of Services	Percent of Services in Result Area (1)	Percent of Total Number of Services (1)	Total Expenditures for Services	Percent of Service Expenditures in Result Area (1)	Percent of Total Expenditures (1)
Policy and Public Advocacy	-	-	-	-	-	-	-	\$30,521,346	33%	8%
Systems Building	-	-	-	-	-	-	-	\$62,281,860	66%	16%
Emergency and Disaster Relief	-	-	-	-	-	-	-	\$1,094,721	1%	0%
Total Improved Systems of Care	-	-	-	-	-	-	-	\$93,897,927	100%	25%
Grand Total								\$382,323,013		

† Data includes all county commissions, with the exception of Sutter.

(1) Totals may not equal 100 percent due to rounding.



Appendix B: Result Area and Service Type Definitions

Result Area: Improved Family Resiliency

Providing parents, families, and communities with relevant, timely, and culturally appropriate information, education, services, and support.

Family Literacy and Book Programs

Programs promoting family literacy, parent-child book sharing, or book ownership for families with children ages 0–5. The Kit for New Parents may be included if these statewide efforts are locally modified to promote literacy. For example, adding a children’s book, and information and registration link to Imagination Library to the Kits can be an effective way to distribute books and reinforce the importance of access to early literacy activities. Program models or initiatives include Dolly Parton’s Imagination Library¹, Kit for New Parents², Little by Little³, Potter the Otter⁴, Raising a Reader⁵, Reach Out and Read⁶, and other Local Models.

General Family Support

Programs providing short-term, non-intensive instruction on general parenting topics, and/or support for basic family needs and related case management, including meals, groceries, clothing, and temporary or permanent housing acquisition assistance. General family support may include general playgroup programs that provide parents/caregivers with opportunities to engage, learn, and play with their children. Playgroups are structured, intentional opportunities for parents and/or caregivers and their young children to support the optimal development of the child, the social-emotional needs of the family, and increase social connectedness. General family support may also include referrals to family services such as Family Resource Centers (FRCs) and other community resources. Core Operating Support includes staff, facilities, materials, and other general operating costs associated with an organization’s day-to-day functioning. Fatherhood programs and other operational and support for family support agencies and/or networks are included. In general, these programs are designed to provide less

¹ The [imagination Library of California](#) gifts high quality, age-appropriate books every month to children from birth until the child turns five.

² The [Kit for New Parents](#) provide free kit for new parents that includes parent guide, numbers touch-and-feel book, what to do when your child gets sick boo, and more. Kits are available in English, Spanish, Chinese, Korean, and Vietnamese.

³ The [Little by Little](#) Program is an evidence-based early literacy program for young children (ages 0–5) from families engaged in the WIC program.

⁴ The [Potter the Otter](#) is a free bilingual book that is a perfect reminder for children to drink water every day to stay hydrated and healthy.

⁵ The [Raising A Reader](#) program provides a way for children and their parents or caregivers to participate in a weekly rotating book bag program through early care and education settings.

⁶The [Reach Out and Read](#) is a program that promotes early literacy and school readiness by integrating children's books and advice about the importance of reading aloud into pediatric care.

intense and shorter term (“lighter touch”) support services and classes for families by paraprofessional staff (e.g., FRCs). Program models or initiatives include Abriendo Puertas⁷, Avance⁸, Core Operating Support⁹, Playgroups, Triple P¹⁰ Levels 2-3, and Five Protective Factors¹¹.

Intensive Family Support

Programs providing intensive and/or clinical services by a paraprofessional and/or professional, as well as one-to-one services in family support settings. Programs are generally evidence-based and designed to support at risk parents and families prenatally or with young children to increase knowledge and skills related to parenting and improved family resiliency (e.g., counseling, family therapy, parent-child interaction approaches, and long-term classes or groups). This also is the category for comprehensive and/or intensive services for special populations (i.e., homeless, teen parents, foster children, special needs). Program models or initiatives include Incredible Years¹², Nurturing Parenting Program¹³, and Triple P¹⁴ Levels 4-5.

Result Area: Improved Child Development

Increasing the quality of and access to early learning and education for young children.

Early Learning Program Direct Costs

Early learning programs for children ages 0–5 years old may include preschool programs, kindergarten transition services, and early learning programs for all ages. Programs may include child related early literacy and Science, Technology, Engineering, and Math programs; programs for homeless children; migrant programs; and similar investments. Extra supports in early learning settings for homeless children, Federal Migrant or Tribal Child Care programs, and children receiving Alternative Payment vouchers for childcare should be included here. Program models or initiatives include Facility Grants, First 5-funded Preschool/Childcare Reimbursement, and Summer Bridge Programs.

⁷ The mission of [Abriendo Puertas/Opening Doors](#) is to honor and support parents as leaders of their families and their child’s first and most influential teacher.

⁸ [AVANCE](#) walks alongside children and caregivers in primarily Latino communities to achieve social and economic justice.

⁹ [Core/General Operating Support](#) is defined by Hutton Parker Foundation as unrestricted funding enabling an organization to carry out its mission. Funding awards are intended to underwrite administrative infrastructure, support increased agency capacity, assist with strategic financial and organizational capacity and/or help maintain core programs and essential staff

¹⁰ [Triple P](#) gives parents simple and practical strategies to help them build strong, healthy relationships, confidently manage their children’s behavior and prevent problems developing

¹¹ The [five protective factors](#) at the foundation of Strengthening Families are characteristics that have been shown to make positive outcomes more likely for young children and their families, and to reduce the likelihood of child abuse and neglect.

¹² [The Incredible Years®](#) offers a variety of evidence-based early intervention programs for parents, teachers, early childhood educators, counselors, and other professionals who work with children ages 0–12

¹³ [The Nurturing Parenting®](#) Programs are a family-centered trauma-informed initiative designed to build Nurturing Parenting® skills as an alternative to abusive and neglecting parenting and child-rearing practices.

¹⁴ [Triple P](#) gives parents simple and practical strategies to help ~~235~~ build strong, healthy relationships, confidently manage their children’s behavior and prevent problems developing

Quality Early Learning Supports

Programs designed to enhance early learning programs such as professional development for early educators, or implementation and integration of services. This service category may include quality and improvement system investments as part of IMPACT investments and Quality Counts California. This service category covers early learning and care (ELC) settings work, most commonly by licensed care providers, but is also inclusive of alternative settings such as Family Resource Centers; Family, Friend, and Neighbor Care; Boys and Girls Clubs; and libraries. This service category may include interagency collaboration, quality improvement supports, support services to diverse populations, and database management and development. Program models or initiatives include Quality Counts California.

Result Area: Improved Child Health

Promoting optimal health through identification, treatment, and elimination of the risks that threaten children's health and lead to developmental delays and disabilities in young children.

Early Intervention

Programs providing screening, assessment, and diagnostic services, including referrals or follow-up to needed services. Programs including early intervention or intensive services to children with disabilities and other special needs, or at-risk for special needs, should be included here. May include strategies targeting language and communication skills, social and emotional development, developmental delays, and related parent education. Developmental playgroups are specifically intended for children who have been identified as at-risk for developmental delays. Additionally, the playgroup staff are trained to support each child's specific early intervention goals. Mental Health Consultations in early learning and care (ELC) settings are included here. Program models or initiatives include Care Coordination and Linkage, Developmental Playgroups and Mild-to-Moderate Supports.

General Health Education and Promotion

Programs promoting children's healthy development, including nutrition, fitness, access to insurance (health, dental, vision) and health services. Programs also may focus on increased awareness of information about child safety seats, fire, safe sleep, and substances education (drugs, alcohol, tobacco). Program models or initiatives include Nutrition/Breastfeeding, Safety Education, and Smoking or Tobacco Cessation.

Oral Health Education and Treatment

Programs providing an array of services including dental screening, assessment, cleaning and preventive care, treatment, fluoride varnish, and parent education on the importance of oral health care. Category may include provider training and care coordination of services. Program models or initiatives are Local Models.

Perinatal and Early Childhood Home Visiting

Home visiting is the primary service delivery strategy for inter-generational family-centered supports. Home visiting services are provided in the home by qualified professionals with parents, prenatally and/or with children birth to age three. These voluntary programs tailor services to meet the needs of individual families and offer information, guidance, and support directly in the home environment. While home visiting programs vary in goals and content of services, in general, they combine parenting and health care education, early intervention, and early learning supports for young children and their families. Their visits focus on linking pregnant women with prenatal care, promoting strong parent-child attachment, and coaching parents on learning activities that foster their child's development and supporting families during the pivotal window of pregnancy through early childhood. Program models or initiatives include Early Head Start¹⁵, Healthy Families America¹⁶, Healthy Steps¹⁷, Home Instruction for Parents of Preschool Youngsters(HIPPY)¹⁸, Nurse Family Partnership (NFP)¹⁹, Parents as Teachers²⁰, Welcome Baby²¹, and other Local Models.

Prenatal and Infant/Toddler Pediatric Support

Out-of-home programs include prenatal care and follow-up for healthy development-related services during the first three years of a child's life. These programs are designed to improve the health and well-being of women during and after pregnancy, and the infant or young child by a paraprofessional and/ or professional outside of the family home, including, but not limited, to pediatric or clinical environments. Programs may provide comprehensive support, including parenting education, health information, developmental assessments, providing referrals, and promoting early learning. Program models or initiatives include Developmental Understanding and Legal Collaboration for Everyone (DULCE)²², Healthy Steps, and other Local Models.

¹⁵ [Early Head Start](#) is a federally funded program that provides services for infants, toddlers, and pregnant women from low-income families.

¹⁶ [Healthy Families America \(HFA\)](#) works with pregnant and parenting families of children prenatally up to age 5.

¹⁷ [HealthySteps](#) program provides early childhood development support to families where they are most likely to access it-pediatric primary care office.

¹⁸ [Home Instruction for parents of Preschool Youngsters \(HIPPY\)](#) aims to support parents and caregivers as their children's first teacher.

¹⁹ [Nurse Family Partnership \(NFP\)](#) is designed for low-income pregnant people and their children and focuses on first-time parents.

²⁰ [Parents as Teachers](#) is a voluntary early childhood development program offering research-based curricula that help families raise children to be healthy, safe, and learning.

²¹ [Welcome Baby](#) is a voluntary, universal hospital-and home-based intervention for families who are expecting or have recently given birth.

²² [DULCE](#) is an innovative approach based in the pediatric care setting that proactively addresses social determinants of health, promotes the healthy development of infants, and provides support to their parents, all during the precious and critical first six months of life.

Result Area: Improved Systems of Care

Implementing integrated, comprehensive, inclusive, and culturally and linguistically appropriate services to achieve improvements in one or more of the other Result Areas.

Emergency and Disaster Relief

Unplanned expenditures made in response to a community disruption resulting from local, regional, or statewide events such as fires, earthquakes, floods, widespread illness (epidemic, pandemic), or riots. Direct materials or support may include addressing immediate needs of individuals or communities for items such as diapers, clothing, food, shelter, transportation, childcare, and lost wages. Also includes coalition building funding used in concert with other philanthropic, government, and business partners to support broader emergency response systems efforts. Program models or initiatives for material support and coalition building.

Policy and Public Advocacy

Services include community awareness, public outreach and education on issues related to children ages 0–5 years old and their families. This also includes work focused on policy change, work with local and statewide stakeholders, Town Halls, policy development, and related efforts. Program models or initiatives to address resilient families and communities, child health, early learning, and revenue Sustainability.

Systems Building

Efforts to improve service quality, connections between programs, infrastructure support, and professional development. This category includes activities such as strategic planning, business planning, grant writing workshops, sustainability workshops, and assistance in planning and promoting large community conferences or forums. These improvement efforts should result in improved outcomes for children ages 0–5 years old. Improvements could be geared toward creating a well-trained workforce with shared professional standards and competencies, creating strong and effective linkages across system components, or leveraging funding to sustain the system of care. Database management and other cross-agency systems evaluation are also reported here. Program models or initiatives include Early Identification and Intervention (e.g., Help Me Grow²³), Family Resiliency²⁴, Health Systems, Place-Based²⁵, and Trauma Informed Care/Adverse Childhood Experiences²⁶.

²³ [Help Me Grow](#) is a system of supports for pregnant women, caregivers with new babies, and families with young children with developmental delays and disabilities

²⁴ [Family resilience](#) is the family's ability to maintain or resume effective functioning—including care of its members—following potentially traumatic events.

²⁵ [Place-based early identification and intervention](#) refers to services and support that help babies and toddlers (from birth to 3 years of age) with developmental delays or disabilities and their families

²⁶ [Trauma-informed care](#) is an approach to healthcare delivery ~~238~~ recognizes and responds to the signs, symptoms, and risks of trauma to better support the health needs of patients who have experienced. [Adverse Childhood Experiences \(ACEs\)](#) and

Appendix C: Demographics of Populations Served, FY 2023–24

Age Category	Individuals Served
Children Less Than 3 Years Old	213,455
Children from 3rd to 6th Birthday	202,353
Children—Ages Unknown (birth to 6th birthday)	186,533
Primary Caregivers	539,120
Providers	72,832
Total Children 0–5	602,341
Total Primary Caregivers	539,120
Total Children, Caregivers, and Providers	1,214,293

Language Category	Children 0–5	Primary Caregivers	Total
English	259,996	205,228	465,224
Spanish	122,267	92,299	214,566
Cantonese	2,247	1,629	3,876
Mandarin	1,804	1,633	3,437
Vietnamese	4,716	47,448	52,164
Korean	180	245	425
Other - Specify with text box	20,034	14,299	34,333
Unknown	175,108	139,543	314,651
Total	586,352	502,324	1,088,676



Toxic stress. It is characterized by an understanding that problematic behaviors may need to be treated as a result of the ACEs or other traumatic experiences someone has had.

Race/Ethnicity Category	Children 0–5	% Distribution of Children 0–5	Primary Caregivers	% Distribution of Primary Caregivers	Total
Alaska Native/American Indian	4,170	0.7%	2,947	0.5%	7,117
Asian	33,857	5.6%	32,957	6.1%	66,814
Black/African-American	27,143	4.5%	18,001	3.3%	45,144
Hispanic/Latino	228,829	38.0%	193,194	35.8%	422,023
Middle Eastern or North African	301	0.0%	342	0.1%	643
Native Hawaiian or Other Pacific Islander	1,608	0.3%	931	0.2%	2,539
Two or more races	21,075	3.5%	11,862	2.2%	32,937
White	71,648	11.9%	52,867	9.8%	124,515
Other	213,681	35.5%	226,004	41.9%	439,685
Total	602,312	100.0%	539,105	100.0%	1,141,417

† Other-includes respondents who selected unknown or did not specify their race/ethnicity. This group may also include individuals who identify with a race or ethnicity not explicitly listed in the available categories, or those who opted not to disclose this information for personal reasons. Data regarding these responses is available upon request.



- F.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 and Families Commission Current July 1, 2023 through June 30, 2026 Strategic Plan - Tammi Graham, Executive Director
- F.2.a. **Public Hearing:** First 5 Riverside County Strategic Plan 2023-2026 - Supervisor Washington, Chair
- F.2.b. **25-16:** Review and Adopt First 5 Riverside County Strategic Plan 2023-2026 - Supervisor Washington, Chair



AGENDA ITEM: 25-16
DATE OF MEETING: March 12, 2025
ACTION:
INFORMATION:

**REVIEW AND ADOPT FIRST 5 RIVERSIDE COUNTY CHILDREN AND FAMILIES
COMMISSION STRATEGIC PLAN 2023-2026 AFTER A PUBLIC HEARING
PURSUANT TO CALIFORNIA CHILDREN AND FAMILIES ACT HEALTH AND
SAFETY CODE SECTION 13140 AND ORDINANCE 784**

SUMMARY OF REQUEST

Pursuant to the California Children and Families Act, Health and Safety Code section 130140, and Ordinance 784, review and conduct public hearing of the Strategic Plan.

The First 5 Riverside County Children and Families Commission Strategic Plan 2023-2026 for annual review today was adopted on January 25, 2023.

BACKGROUND

Since the adoption of the 2023-2026 Strategic Plan, the Commission has conducted its annual review and public hearing to solicit input to support the evolution of its work through 2026.

March 13, 2024, Action Item No. 24-10: Annual Review and Public Hearing of First 5 Riverside County Children and Families Commission Strategic Plan Fiscal Years 2023-2026

January 25, 2023, Action Item No. 23-10: Annual Review and Public Hearing of First 5 Riverside County Children and Families Commission Strategic Plan Fiscal Years 2023-2026

Statutory Requirement

The California Children and Families Act, Health, and Safety Code Section 13140 (Proposition 10) requires local county commissions to adopt a strategic plan for the support and improvement of early childhood development. It further requires that the plan be consistent with and in furtherance of the purposes of, the act and any guidelines adopted by the state commission.

At a minimum, Commissions are to annually review strategic plans and adjust accordingly based on revised priorities. In addition, legislation requires the Commission to conduct at least one public hearing on its proposed county strategic plan annually and before changes to the plan are adopted. All funding allocations by the Commission must be consistent with the adopted strategic plan.

RECOMMENDED ACTION

That the Commission:

1. Conduct a Public Hearing; and
2. Review and adopt the Riverside County Children and Families Commission 2023-2026 Strategic Plan

BUDGET IMPACT

Funding for approved contracts will be included in future budget requests.

STRATEGIC PLAN RELEVANCE

Quality Early Learning
Comprehensive Health and Development
Resilient Families

POTENTIAL CONFLICTS OF INTEREST

None Known

ATTACHMENT

1. 2023-2026 First 5 Riverside County Children and Families Commission Strategic Plan

STRATEGIC PLAN



244



Fiscal Years
2023-2026

CONNECTING FAMILIES and the **COMMUNITY**
with resources to build a **STRONG FOUNDATION**
for **SUCCESS** for children 0 through 5 years of age.



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All children in Riverside County
are healthy and thrive in

SUPPORTIVE, NURTURING, *and* LOVING

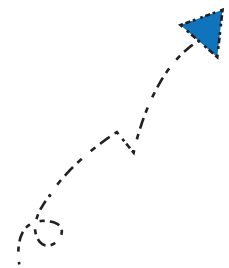
environments

AND

enter school ready to learn &



Lifelong
Learning



I. OVERVIEW

On August 4, 2020, the Riverside County Board of Supervisors voted unanimously to declare racism as a public health crisis. The resolution passed by the Board listed several planned actions describing what the County will do to act on this, including seeking more diversity in county's workforce and in leadership positions, implementing solutions to eliminate systemic inequality in all external services provided by the county, and enhancing public education to increase understanding and awareness of systemic inequality and its impact. Similarly, the First 5 Association has established a commitment to "center race, equity, diversity, inclusion (REDI) in all we do" in its 2022-2025 strategic plan, including an objective to build local First 5 capacity to advance REDI locally. While both entities are still formulating plans for what this work will entail, First 5 Riverside County shares the commitment to centering race equity.

The County of Riverside is blessed with incredible diversity that makes us unique and is one of our many strengths. Therefore, we will focus on developing programs and initiatives that are equitable to create a better future for our residents. This will build a solid foundation to improve the health and wellbeing of our community. We have a strong sense of community, and we must ensure this is inclusive of all. I am proud that we are moving forward together to address the needs of our residents to further health, wellness, and success in every aspect of all lives.



**-Chuck Washington, District 3 Supervisor
First 5 Riverside County Commissioner 2022**

First 5 Riverside County understands that this commitment will have a significant bearing on its own work to advance the vision stated above through its investment of its resources, which are largely but decreasingly comprised of revenues from Proposition 10.

State voters passed Proposition 10, the "California Children and Families Act of 1998," in November of that year. Subsequently, the Riverside County Board of Supervisors created the Riverside County Children & Families Commission, also known as First 5 Riverside County. The act levies a \$.50 tax increase on cigarettes and other tobacco products to provide funding for early childhood development programs. The revenue generated from this tax, which was increased in 2016 by Prop 56, is distributed by the state to the counties to ensure that our youngest Californians, from prenatal through age 5, get the best start in life.

Revenues generated from the tobacco tax must be used to enhance the early growth experiences of children, enabling them to be more successful in school and ultimately to give them an equal opportunity to succeed in life. Since inception, First 5 Riverside County has invested more than \$505 million of Proposition 10 and Prop 56 funds

in local programs. Additionally, since 2016, First 5 Riverside County has identified and accessed an additional \$22 million in federal, state, and inter-county funding to expand and support integrated whole child and whole family supports. In the past 23 years, through diverse funding strategies, approximately \$527 million has been invested in the County.

First 5 Riverside County supports and advocates for the strong start all children deserve and is committed to engaging in partnerships that maximize investments to ensure children and families have every opportunity to succeed.

II. ANNUAL STRATEGIC PLAN REVIEW

The Commission is required to conduct an annual review of the adopted strategic plan and to adjust the plan to respond to opportunities, challenges, or changes in the environment. In 2018, a mid-course revision reflected the evolution of the entire First 5 system, which is occurring in the context of a slow but steady decline in the tobacco taxes that are the main revenue source for First 5 Commissions. In 2020, the Commission revised and extended the Plan through 2023.

Since inception, many First 5 Commissions initiated their work by funding direct services for children and families since it was an obvious need, evidenced by services that were limited and not supporting children and families adequately. These efforts also gave First 5 Commissions an opportunity to gain valuable practice knowledge and to identify where gaps existed in the provision of programs and associated systems that resulted in inadequate and/or interrupted services, especially for vulnerable children. Grants to fund services created the possibility to address these issues quickly and efficiently. Although the majority of Proposition 10 funds have been focused on supporting families through direct services, First 5 Commissions have shifted increasingly toward funding services with an intent to change the core practice of organizations and improve or develop systemic approaches. The First 5 Association defines system change as: “working with organizations, communities, and public agencies in new ways to change how services and supports are organized and delivered.”¹ This approach reflects First 5 Commissions’ role as stewards of public resources, and the associated imperative to maximize the public’s investment and invest those funds strategically in a way that creates real and lasting change for children and families. Furthermore, given that funding entities can be politically influential, First 5’s are in a unique position to engage relevant and significant stakeholders, such as elected officials and senior leaders of public agencies, to highlight the challenges faced by children and families in respective communities.

Several important changes have occurred in recent years that shift the context for this work even further. Building on, and leveraging, its role as leader and convener, First 5 Riverside County has become an official department of Riverside County, more deeply embedding it within the public systems it seeks to improve on behalf

of children. First 5 Riverside County and the county's Department of Public Social Services established a partnership to redesign county-operated family resource centers (FRCs) to be essential sites for innovation and a part of the larger county-wide prevention and early intervention strategy for children and families. This includes supporting and nurturing a larger family resource center network beyond the county operated FRCs to contribute to building a much larger coordinated system of care for child abuse prevention and child well-being efforts. Combined with additional learning based on recent experimentation and innovation in engaging formal and informal systems of care, First 5 Riverside County is investing in meaningful and lasting systems change on behalf of children and families. This learning and success have engendered another evolution in the First 5 system: an increase in the level of coordination between and alignment of approaches taken by individual First 5 Commissions. This alignment has reflected an effort to incorporate and codify the learning and success on the one hand, and to set the stage for more effective system-wide and statewide advocacy on the other.

Since the adoption of the 2016-2021 Strategic Plan, the Commission has made timely revisions to support the evolution of its work and has extended the Plan through 2023. To account for and leverage its changing context, First 5 Riverside County has updated both the content of the strategies (an increase in level and sophistication of systems-change investments) and the structure and language of its planning framework (to reflect a more intentional change model and align with the rest of the First 5 system wherever possible). The strategies contained in this document reflect the updated content and the following sections explain and present First 5 Riverside County's updated strategic framework.

Riverside County Profile

Riverside County is the fourth largest county in California and the 10th largest in the United States. It covers more than 7,300 square miles and is home to 2.4 million residents.² There are 28 cities, large areas of unincorporated land, and several Native American tribal entities. The population by race is as follows: 56.24% White, 6.63% Black/African American, 1.12% American Indian/Alaskan Native, 6.82% Asian, 0.34% Native Hawaiian/Pacific Islander, 23.36% Other Race and 5.49% Multiracial.² The population by ethnicity is 51.97% Hispanic/Latino and 48.03% Non-Hispanic/Latino.²

The median household income of Riverside County is \$70,732 compared to \$78,672 for the State of California.² In Riverside County, 33.6% of individuals are living in households with income below 200% of the Federal Poverty Level (FPL) compared to 31.0% in California.³

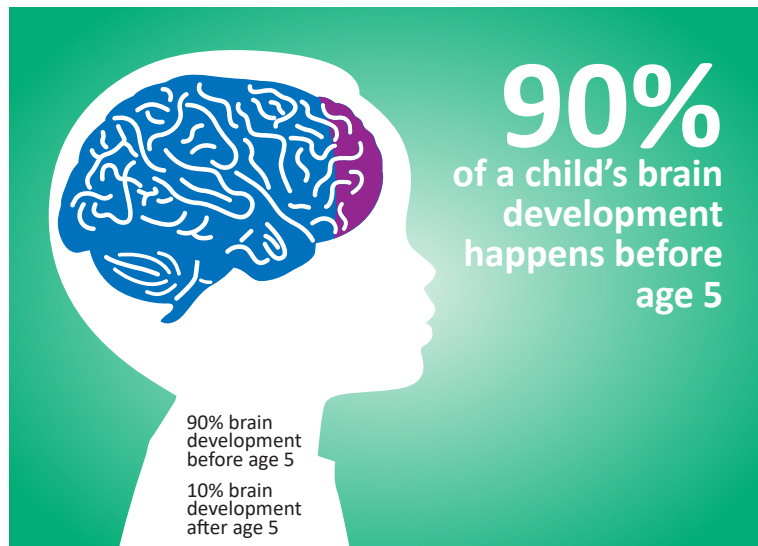
In 2020, Riverside County was home to approximately 175,500 children under age 6.⁴ Births average 30,000 annually.⁵ Enrollment in Medi-Cal for children 0 through 5 years is at 48.2% for Riverside County compared to 44.7% for the state.⁶ In the 2018-19 academic year, 23.2% of 3rd graders met English language arts/literacy (ELA/literacy) Common Core State Standards, and 28.5% in Riverside County met

the mathematics Common Core State Standards.⁷

While this County-level data is critical for informing our County-wide approach, understanding the regional variation in needs and assets of children and their families can help us determine how to focus our resources even more efficiently. To this end, First 5 Riverside County will begin work to develop datasets at the supervisorial district level, so that strategy refinements can be made that are responsive to community need at the local level. This work is anticipated to be complete in time to inform our next strategic plan in 2023.

The Importance of Early Childhood

First 5 Riverside County's commitment to serving our youngest children stems from research in brain development showing that the experiences of children in their earliest years significantly affect the way they grow and develop. The first years are the most rapid period of brain growth, with nearly 90% of brain development occurring by age 5. This remarkable growth happens in response to, and in the context of, a child's experiences. During the early years, critical connections form between nerve cells, creating pathways that determine an individual's emotional, social, and intellectual makeup. Investments in the early years, when children's brains are developing and taking permanent shape, are the best investments First 5 Riverside County can make.



Early Learning Matters

Research demonstrates that children who attend a quality early learning and care program are more likely to do well in school and experience better outcomes as adults. In fact, for every dollar invested in quality early childhood education, there is up to a 13% return on investment per year through better outcomes in education, health, sociability, economic productivity, and reduction in crime.⁸ This is especially true for children living in poverty and those who experience multiple risk factors and in Riverside County, nearly one-fifth of children under age 5 live in poverty. Moreover, over half of the County's 3rd graders score below grade level in English Language Arts.⁷ Families have a continued need for quality early learning and care programs. As of February 2022, 569 early learning providers are a part of Quality Start Riverside County. Of the 501 sites that have a quality

higher on quality standards established by the Quality Counts California Quality Rating Matrix. These standards include quality elements at five tiers in three core areas of child development and school readiness, teachers and teaching, and program and environment.

While the availability of licensed early learning and care increased between 2017 and 2019 (4% increase in center-based spaces and 7% increase in family child care spaces)⁹, the impact of the COVID-19 pandemic on the availability of licensed child care is still being felt. Another challenge, that is in part due to the ongoing impact of the COVID-19 pandemic, is the lack of qualified early educators. During the pandemic many early educators left the field due to the low wages, lack of benefits, the high risk of working with young children during a pandemic, as well as the economic impact of program closures and lack of enrollment during the pandemic.

Over three quarters of parents who request assistance from the Riverside County Office of Education (RCOE) Resource and Referral program need early learning and care for their children so that they can work. However, even for families earning the median family income of \$70,732 who have a preschool age child and an infant, the cost of child care is greater than the cost of housing (25% compared to 20% of the family's income, respectively).⁹ For lower income households and those who qualify for subsidized early learning and care, the availability of subsidized care is inadequate to meet the need, particularly for infant and toddler care. In fact, only 5% of the eligible infants and toddlers in Riverside County receive the care for which they are eligible, compared to over one-third of preschool age children.

Universal preschool/Kindergarten (UPK), which offers families free preschool to all 4-year-old children in the state for a minimum of 3 hours per day, is expected to have a dramatic impact on the early learning and care field. Pre-Kindergarten (PK) expansion is expected to not only increase the number of 4-year-olds enrolled in PK but will also shift the early learning and care system to serve more children ages 0-3 years. While the shift is intended to increase the availability of spaces for infants and toddlers, there is concern that the higher cost of providing care to younger children (primarily due to the lower adult/child ratios) coupled with the anticipated shift of qualified early educators to UPK, will be too great for the early learning and care system to bear. Fortunately, the state recognizes this challenge and the rates at which providers are reimbursed for serving income eligible children has increased and will continue to increase with rate reform efforts.

In addition, there is a growing prevalence of children with a wide range of special needs. Children with high needs are 50% more likely to be placed in special education classes, 25% more likely to drop out of school, 70% more likely to be arrested for a violent crime and 40% more likely to become a teen parent.¹⁰ Children with high needs who participate in high-quality early learning environments benefit greatly, often exceeding national averages on measures of school readiness. In Riverside County, families have a continued need for services in early learning settings which support inclusion.

Whole Child, Whole Family

With the number of critical developmental processes that are at play during early childhood in mind, the First 5 Association has adopted a whole child, whole family framework to put child development into an even more explicit ecological context that includes connections between a child and their family and community that they are a part of. While First 5 Riverside County has always incorporated these vital connections, its direct involvement and strategic investment in the Family Resource Center network in Riverside County puts it in an even stronger position to address these connections as a part of its work. As it approaches its next strategy cycle, First 5 Riverside County will be looking for ways to identify and address opportunities to strengthen comprehensive family systems in ways that promote the healthy development of children, as well as other social determinants of health that have a significant bearing on the developmental environment for children growing up in Riverside County.

Growing Need for Health Equity

Riverside County ranks 39th out of 58 California counties in relation to overall health factors. For quality of life, it ranks 42nd, 47th for clinical care, and 56th for the physical environment.¹¹ The combination of nearly all health indicators strongly correlated with race and/or class with a saturation of users to the health care system make health equity a growing area of concern for the county as a whole.

In Riverside County access to both prenatal and pediatric care are trailing state averages. There is one primary care pediatrician available for every 2,800 children through age 5 in the county; this is six times lower than the statewide rate. In addition, rates of timely prenatal and postpartum care are declining in the county in recent years and preterm, and very preterm births in the county are higher than the state average, a poor outcome that disproportionately impacts Black women and babies.¹²

Persistent health inequities exist statewide and within the county. In California Black and Latinx women experience higher rates of postpartum depression.¹² The county also has lower than State average rates of children visiting the dentist, with only two-thirds of children 2 to 3 years of age having ever visited a dentist.¹³ In addition, childhood obesity rates have more than tripled in the last four decades,¹⁴ only 77% of mothers receive prenatal care,¹⁵ and asthma prevalence continues to be higher in Riverside County (21% compared to 15% statewide in 2013-2014).¹⁶ There is also a significant increase in behavioral health needs particularly among children age 17 and younger; a challenge exacerbated by low rates of developmental screening (nationally, fewer than one in three children receive developmental screening).

Overall healthcare coverage in California has increased and reduced the need for local investment in providing premium subsidies. However, gaps in services remain and navigation of the health system and other services is not consistently available to families. A healthcare system that can effectively achieve positive birth and early childhood health outcomes will include (1) a stronger focus on prevention; (2) enhanced care coordination to assist families in meeting multi-faceted healthcare

needs and (3) resources to address social determinants of health and trauma. Most children in Riverside under age 6 have health insurance and over 40% of those children are Medi-Cal recipients, making Medi-Cal the largest health insurance provider for children in the county. Further, the 0-5 population is expected to increase over the next decade increasing the population insured by Medi-Cal.⁵

California Advancing and Innovating Medi-Cal (CalAIM) is a long-term commitment from the State to transform and strengthen Medi-Cal, offering Californians a more equitable, coordinated, and person-centered approach to maximizing their health and life trajectory¹⁷. Improvements in the Medi-Cal managed care system can catalyze population-level improvements in health, especially for young children. The CA Department of Health Care Services Medi-Cal procurement in 2022 is redefining how care is delivered to more than 12 million Californians by raising the state's expectations of plans in the Medi-Cal program to be committed to:

1. High-quality, accessible, and comprehensive care across all settings and levels of care
2. Reducing health disparities
3. Improving Health outcomes

Increase in Family Stress

Approximately one-third (30%) of households in Riverside County have a child under age 6.¹⁸ The physical and emotional well-being of children is largely dependent on the strength, health, and resilience of their family.

There is an increasing number of families facing critical challenges in Riverside County. The COVID-19 pandemic exacerbated these longstanding challenges resulting in more children experiencing homelessness, child abuse and neglect, and food and housing insecurities. At some point in the 19-20 school year, 2,365 children ages birth-kindergarten (which includes infants, toddlers, pre-kindergarteners, and kindergarteners) were reported as being homeless in Riverside County.¹⁹ Approximately 19.2% of children ages 5 and under are living below the poverty level in Riverside County.²⁰ In 2020, for children under 1, the rate of substantiated reports is 26.4 per 1,000 children compared to California's rate of 22.2 per 1,000 children, 11.4 for ages 1-2 compared to 8.7 for the state, and 9.2 for ages 3-5 compared to 7.2 for the state.²¹

According to the California Office of the Surgeon General, "widespread stress and anxiety regarding COVID-19, compounded by the economic distress due to lost wages, employment and financial assets, mass school closures, and necessary physical distancing can result in an increase of stress-related health outcomes."²² Families continued to struggle to find affordable quality child care and early learning options keeping some parents from returning to work. Other challenges include a significant percentage of children in foster care and grandparents who are responsible

for raising their grandchildren while dealing with their own aging needs and health issues. These all contribute to a high number of families with limited access to the resources necessary to help children grow up healthy and ready to succeed.

III. STRATEGIC ESSENTIALS AND INVESTMENT GUIDELINES

In 2016, the Commission developed three strategic essentials to ensure the success and sustainability of the Commission’s efforts to advance its vision, mission, and long-term objectives. The Strategic Essentials include:

- **Support strategic positioning and partnerships:** Maximize return on the Commission’s future investments through leveraging resources
- **Support the development of organizations and providers:** Provide technical assistance and support to programs to build capacity and increase independence from First 5 funding
- **Integrate direct services:** Provide funding for services that integrate other First 5 programs and link to existing programs and services

Investment Guidelines

To help define and support First 5 Riverside County's shifting focus, the Commission developed five investment guidelines to express First 5 Riverside County’s point of view about how and where it can have the most impact and advance the strategic essentials.

Five Investment Guidelines to Implement the Strategic Essentials

Upstream (Prevention) → Downstream (Intervention)

PROMOTION → PRIMARY PREVENTION → EARLY INTERVENTION → TREATMENT OR SERVICE



Upstream strategies focus on improving fundamental social and economic structures, environments, and conditions that support the ability of individuals and groups to reach their full health potential and to withstand challenges. Downstream strategies focus on providing equitable access to care and services to ensure that any presenting problems or challenges are addressed effectively.²³

First 5 Riverside County position: First 5 Riverside County investments will fall on the upstream/prevention side of the continuum, prioritizing support for promotion, primary prevention, and early intervention strategies.

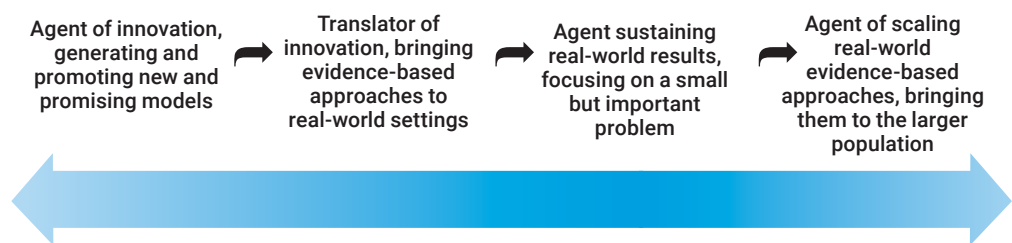
Going Broad → Going Deep



Going broad means engaging in strategies that have less impact on a greater number of people, while going deep means engaging in strategies that have a greater impact but reach fewer people.

First 5 Riverside County position: First 5 Riverside County investments will fall on the left to middle section of this continuum, with most investments ranging from low intensity with high reach to moderate intensity and reach.

Growing Local Models → Leveraging Evidence-Based Models

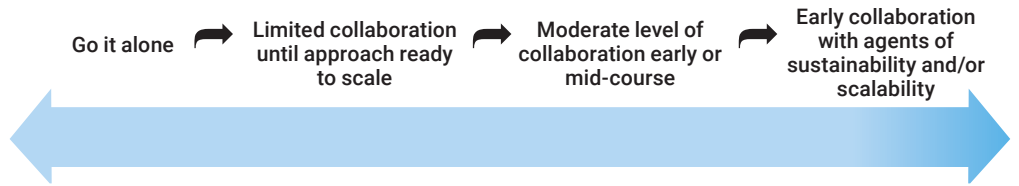


Growing local models means being an agent of innovation, generating and promoting new and promising models. In the middle of this continuum means being a translator of innovation, bringing evidence-based approaches to real-world settings, and being an agent sustaining real-world results, focusing on a small but important problem. Leveraging evidence-based models means being an agent of scaling real-world evidence-based approaches by bringing them to the larger population.

First 5 Riverside County position: Investments will generally fall in the middle of this continuum, and thus First 5 Riverside County will largely serve as a translator of innovation and agent of sustaining real-world results.



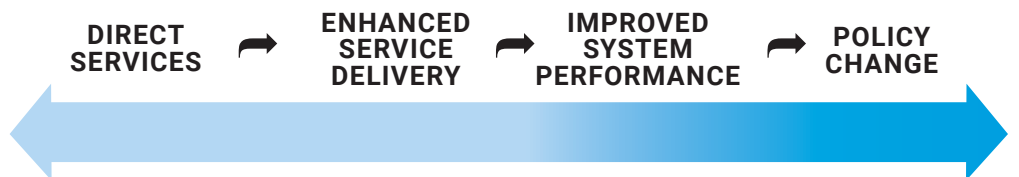
Go It Alone → Start with Partnership Opportunity



Going it alone means engaging in limited collaboration until an approach is ready to replicate or scale, while starting with partnership opportunities means engaging in collaboration early in the process with agents of sustainability and/or scalability.

First 5 Riverside County position: Investments will primarily follow a model of collaborating early with other partners and/or agents of sustainability and/or scalability.

Direct Services → Systems and Policy Change



On one side of this continuum is a focus on funding direct services; the middle of this continuum includes enhancing service delivery; and the other side of this continuum focuses on working towards systems improvement and being a champion for policy change.

First 5 Riverside County position: Investments will primarily be directed towards systems and policy change.

These guidelines establish the Commission's preferences for how future investments will be allocated and are to be considered both in evaluating individual proposals and assessing the overall portfolio of First 5 Riverside County investments.



IV. OUR STRATEGIC FRAMEWORK

First 5 Riverside County's vision, mission, and values remain constant and continue to anchor and guide the Commission's work:

Vision

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.

Mission

First 5 Riverside County invests in partnerships that promote, support and enhance the health and early development of children, prenatal through age 5, their families and communities.

Values

- Child & Family
- Outcomes-Driven
- Collaboration
- Sustainability

Protective Factors

In addition to mission, vision, and values, First 5 Riverside County utilizes the Strengthening Families™ Protective Factors Framework²⁴ (see Appendix C) as a foundational philosophy for its approach to improving the lives of young children. Extensive evidence supports the common-sense notion that, when these Protective Factors are present and robust in a family, the likelihood of a child achieving optimal health and development is greatly increased.

First 5 Riverside County's Impact Model reflects its ideal role in supporting improvements to systems that primarily serve children prenatal through age 5 and their families.

Impact Model

First 5 Riverside County's Impact Model is organized around three developmental areas for children:

1. Quality Early Learning
2. Comprehensive Health and Development; and
3. Resilient Families

These three developmental areas, aligned with the First 5 Association, correspond to the three program areas around which First 5 Riverside County organizes its investments.

The Impact Model establishes an outcomes framework for the system changes First 5 Riverside County is working towards, which is divided into four different kinds of systems change outcomes and expressed in terms of what will be different for children and their families in relation to the services and supports they need to thrive:

1. Increased access
2. Increased quality
3. Increased coordination
4. Increased consumer and community capacity to utilize services and supports, as well as to successfully face challenges

These outcome areas are important because they define how First 5 Riverside County will measure the success of its investments: in terms of their effectiveness in advancing these systems change outcomes on behalf of young children and their families. These outcome areas are used to organize the measurable results listed in the program strategies that specify what each of the program strategies is designed to achieve.



The Impact Model organizes the different types of investments First 5 Riverside County makes to strengthen the system of services and supports for young children and their families. This organizing principle divides investments into two meta-categories: direct services and systems change.

Direct services can take the form of services for children or services for families and caregivers, while systems change investments take the form of efforts to build provider capacity, to support organizations and communities to work better together through strengthened partnerships and service integration, to increase and leverage financial resources, and to educate parents and policymakers about the importance of supporting a child's early development. Within each program area, those systems change investments target a set of stakeholders specific to that program area, while First 5 Riverside County continues to lead and advocate for change at a county-wide, cross-systems level.

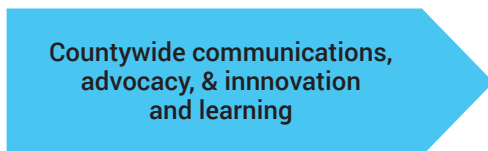
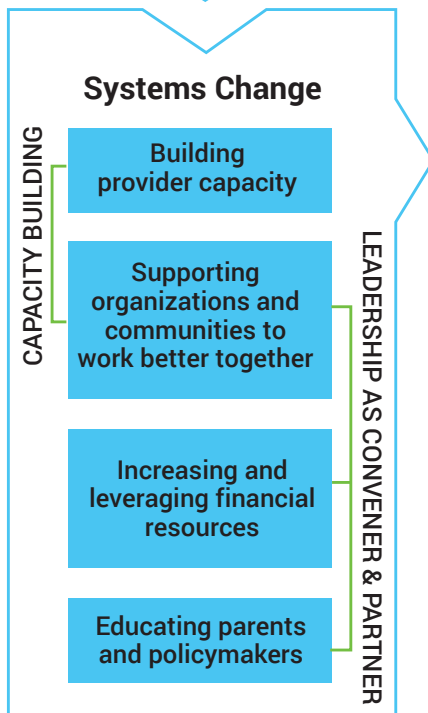
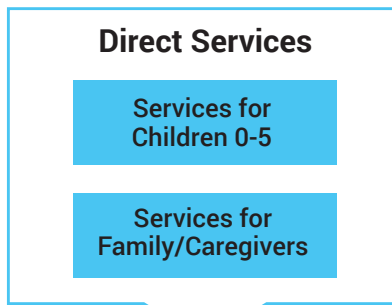
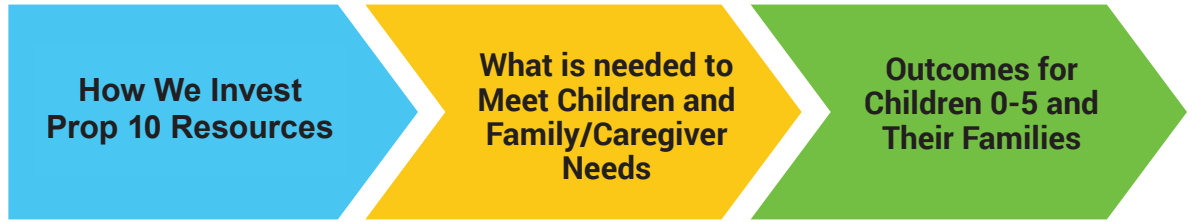
The Impact Model provides clarity and consistency of First 5 Riverside County's investment strategies and helps to build connection and alignment between streams of work across program areas that have characteristics in common. For example, provider capacity building efforts in the Quality Early Learning program area could be leveraged in services of similar capacity building efforts in Comprehensive Health and Development.

Two significant recent developments – First 5 Riverside County's direct involvement and investment in Family Resource Centers and its commitment to centering a heightened focus on race equity – may lead to a revision of this Impact Model in the next strategy cycle; in the interim, First 5 Riverside County will continue to use it to guide its thinking about how it invests its resources and to what end.

In the following section, goals, strategies, activities, and results are organized according to this Impact Model.



First 5 Riverside County Impact Model



Goal 1

QUALITY EARLY LEARNING

Goal Statement

Children, birth through age 5, benefit from high-quality early education, early intervention, family engagement, and support that prepares all children to reach their optimal potential in school and life.

Strategy Narrative

First 5 Riverside County increases access to quality child care through two major collaborative initiatives: Quality Start Riverside County (QSRC) and the Riverside Hybrid Alternative Payment (RHAP) program. In addition, First 5 Riverside County addresses key gaps in the early learning landscape.

QSRC is the region's Quality Improvement System (QIS) and provides four critical supports:

1. establishing and promulgating quality standards for early care and education,
2. supporting quality improvements with early childhood education (ECE) providers using these standards,
3. providing professional development opportunities for providers to help them increase the quality of their care, and
4. providing parents and caregivers with tools and resources to select quality programs.

The RHAP program increases the number of children accessing high-quality early learning environments. RHAP is a systems approach that aligns with and supplements the existing California Alternative Payment Program (CAPP) administered by Riverside County Office of Education (RCOE). In 2019, RCOE received increased state funds to enroll children into CAPP reducing the need for Proposition 10 funded RHAP scholarships.

RHAP leverages QSRC and provides scholarships for families who do not qualify for other child care subsidies. RHAP also leverages the capacity of RCOE to administer scholarships, collect data, and provide enhanced reimbursement for quality programs participating in QSRC.

Further, the Commission continues to address barriers to families' access to high quality early learning opportunities committing Proposition 10 funds to expand ECE facilities. Analysis of existing childcare licensing data has revealed that Riverside County currently has only six active, licensed ECE facilities per 1,000 children ages 0-5. The Bipartisan Policy Center indicates that, across all income levels, Riverside

County needs to add 59,750 licensed childcare slots to meet estimated current demand. The Low Income Investment Fund cost model finds that meeting this demand could cost the county more than \$1.4 billion in ECE facilities construction and expansion efforts.

The Riverside County Board of Supervisors approved the County Executive Office and First 5 Riverside County's recommendation to direct American Rescue Plan Act (ARPA) funds to provide wage enhancement payment to the ECE workforce and expand facilities. This was an innovative approach to support a workforce that is critical to both the educational and economic success of the county and to effectively utilize Federal relief funds.

The need for increased funding for childcare is broadly recognized and legislative efforts are underway to increase funding at the State and Federal levels. These legislative initiatives are essential to establish on-going funding streams to stabilize the child care system and increase access to a comprehensive, quality, and affordable care. In California, child care rate reform is underway that will align all child care and preschool programs, including school-based, to a single regionalized reimbursement rate structure that addresses quality standards for equity and accessibility while supporting positive learning and developmental outcomes for children. Rate reform is projected to be adopted for all child care programs and implemented in 2023.

edsourcesource.org/wp-content/uploads/2022/01/EarlyChildhoodBudgetSummary.pdf



Goal 1 Activities

A. DIRECT SERVICES

Services for children

- Support early literacy efforts such as Ready for K and Raising a Reader
- Support the Alternative Payment system for child care and early childhood education to low-income families through the RHAP program, including scholarships for special populations and tiered reimbursement to support increases in levels of quality of QSRC Providers, in preparation for and in alignment with, rate reform at the State.

Services for families/caregivers

- Provide education and tools to parents/caregivers on how to choose a quality early learning program
- Provide parents/caregivers with evidence-based early language and literacy tools, through the use of technology and traditional resources, to maximize existing family routines to engage in more home and center-based learning.

B. SYSTEMS CHANGE

Building provider capacity

- Strengthen the professional development system for early care and education providers by making available a cohort of experts that provide mentoring, training and assessments, with a focus on increasing the quality of curriculum, teacher-child engagement, and enhanced teaching practices.
- Increase supply of high-quality early learning programs across our mixed delivery system for children 0–5.
- Support infrastructure/facility expansion of Quality Start Riverside County early learning center-based infant and toddler settings.
- Support improved facility safety in Quality Start Riverside County sites, including supporting providers' responsiveness to public health COVID-19 guidance.
- Support community and home-based child care settings that are not subsidized child care or preschool sites and provide early learning and school readiness services to parents and young children. These may include, but are not limited to, home visitation programs, family resource centers, Boys and Girls Clubs, and libraries.

Supporting organizations and communities to work better together

- Convene a consortium comprising of ECE and health-related stakeholders that share the same vision for children in Riverside County to improve the quality of early learning, and to implement the QIS framework in Riverside County.

Goal 1 Results

Increasing and leveraging financial resources

- Leverage resources and capacity to expand access to outside funding, including awards to First 5 Riverside County via Federal, State, local, foundations or other private sector funding, including CARES & ARPA funds.
- Align partnerships and investments that support infrastructure expansion for child development centers for infants and toddlers.

Educating parents and policymakers

- Inform and drive policy decisions and investments across the early education sector in Riverside County.

Increased access

- Increased access to high-quality early care and education for infants, toddlers, and preschoolers with a focus on families who fall between low-income level ranks who are not supported by other subsidized programs.

Increased quality

- Increased level of quality in early learning centers and family child care homes as demonstrated by site-specific improvements or implementation of evidence-based practices in alternative sites.
- Increased safety and outdoor learning environments.
- Increased supply of high-quality child development centers in Riverside County.
- Increased capacity of ECE providers to provide high quality care and learning environments.
- Utilize assessments to understand need, tailor learning experiences, and prepare children for seamless transition into kindergarten.
- Increased positive engagement and quality interactions between child and parent/caregiver or child and teacher.
- Increased knowledge and understanding on the part of early learning providers of children's development of motor, social, emotional, literacy, and numeracy skills.

Increased efficiency

- Existing professional development and subsidy programs are leveraged to expand reach.
- Early education stakeholders embed workforce development strategies to increase alignment across qualifications, competencies, preparation and training.

Increased consumer/community capacity

- Increased parent's awareness regarding the importance of choosing quality licensed learning environments and how to choose quality care.

- Increased community understanding of the important role that high quality early learning plays in young children’s school-readiness and long-term success.
- A shared vision for systems reform amongst early learning stakeholders and communities and a joint approach to solving early childhood development barriers and challenges, aligning countywide data and measurement of indicators.

Quality Early Learning Program Spotlight: MASTER PLAN FOR EARLY LEARNING AND CARE



In December 2020 a team of researchers led by WestEd, authored the Master Plan for Early Learning and Care: Making California For All Kids funded by the California Health and Human Services Agency. The intent of the Master Plan is to provide an actionable roadmap to achieving the vision that "all California children thrive physically, emotionally and educationally in the early years, through access to high-quality early learning and care resources; equitable opportunities for the workforce that advance equitable outcomes for children; and greater efficiencies to the state today and every day through structures for continuous improvement" by 2020.²⁵ The Master Plan lays out the following four key objectives:

1. Improve the life outcomes of infants and toddlers by providing comprehensive early learning and care.
2. Ensure that all families can easily identify and access a variety of quality early learning and care choices that fit the diverse needs of their children, their financial resources, and workday.
3. Promote school readiness through preschool for all three-year-old children experiencing poverty and universally for all four-year-old children.
4. Advance better outcomes for all children by growing the quality, size, and stability of the early learning and care workforce through improved and accessible career pathways, competency-based professional development supports, and greater funding.

The Master Plan also lays out the following four policy goals:

1. Unify programs to improve access and equity.
2. Support children’s learning and development by enhancing educator competencies, incentivizing, and funding career pathways, and implementing supportive program standards.
3. Unify funding to advance equity and opportunity.
4. Streamline early childhood governance and administration to improve equity

Strategies outlined within the Master Plan focus on (1) Unifying a continuum of early and development opportunities from Paid Family Leave to Universal Preschool; (2) Enhancing workforce competencies, career pathways and standards; (3) Aligning funding and reforming rates of pay; (3) and Establishing more equitable and efficient administration of programs, including facilities and integrated data development. F5RC is well-positioned to continue to promote a systems approach to expanding, improving and achieving equitable access to early learning opportunities for young children that align with the Master Plan goals and objectives.



Goal Statement

Children, prenatal through age 5, and their families access the full spectrum of health and behavioral health services needed to support their healthy physical and socio-emotional development and overall health.

Strategy Narrative

First 5 Riverside County improves capacity of health and behavioral systems to meet the needs of children and families through a systemic and coordinated network, enabling increased effectiveness and navigation of services. Strengthening the system of care for children and families allows for better connection and access to the services they need and creates enhanced opportunities for high quality and seamless services.

First 5 Riverside County has identified multiple approaches for advancing improvements across health-related systems to help the greatest number of children and families. Investments in this goal area focus on improving how health-related systems connect, coordinate, and assist families in receiving early intervention services needed for their child's healthy development. Specifically, First 5 Riverside County will work to improve how systems work together to provide timely screening, effective care coordination, and appropriate referrals so that more young children at risk of developmental delays have access to the care they need to thrive. In addition, some investments will focus on directly serving children and families, including drowning prevention efforts delivered through funded partners that provide water safety and swim lessons for young children and prevention strategies for parents.

Help Me Grow Inland Empire (HMGIE) is a system integration effort conducted in partnership with First 5 San Bernardino and Loma Linda University Children's Health (LLUCH). HMGIE provides both an access point for our most vulnerable families to be connected to community resources, and a system framework for providers to work together to ensure an organized system of support is available in our community. The centralized access point assists families in connecting with specialized professionals in community-based settings, following early detection through screenings for cognitive, physical, or behavioral issues. 2020-2021 marked the first full year of HMGIE Access Center operations.

HMGIE has been intentional in its outreach and partnership development with organizations across the region's early identification and intervention system, strengthening relationships to improve services and activating new opportunities to increase the number of children who receive developmental screenings. These efforts were completed against the backdrop of the ongoing COVID-19 pandemic and resulting economic hardships facing many Inland Empire families. HMGIE's dual focus on developmental delays and risk factors for delays, the



social determinants of health, enabled supports to families with a range of needs during this challenging time by linking them to needed resources and providing an important throughline as they navigate new and unfamiliar systems of care.

In partnership with California Northstate University (CNU), the Early Childhood Oral Health Assessment (ECOHA) is continuing with training provided to home visitors, improving cross system integration with Help Me Grow Inland Empire, and expanding educational training and resource materials for home visitors and families. Sustainability and expansion of ECOHA will continue through CNU's development of a network system of dentists to accept referrals resulting from ECOHA assessments and the establishment of a program dental hygienist to provide additional assessment, education and referral pathways for families determined to be at risk by the ECOHA assessment. The CNU dental hygienist identifies dentists willing to provide treatment to children ages 0-5 who are on Medi-Cal. This program was developed to sustain and expand the ECOHA created for children ages 0-5 and to embed into home visiting programs to be utilized with the families.

HealthySteps Pilot in Riverside County

In 2017, First 5 Riverside County Children and Families Commission approved an investment to pilot the HealthySteps model in a variety of healthcare settings with three pediatric/primary care agencies across the county serving children with the highest needs in partnership with the national organization, ZERO TO THREE.

HealthySteps Pilot Agencies and Sites:

- Riverside University Health System: A public general hospital that also operates Federally Qualified Health Centers. Piloted at the main campus in Moreno Valley
- Borrego Community Health Foundation: A non-profit, Federally Qualified Health Center (FQHC). Piloted in Cathedral City, Desert Hot Springs, San Jacinto, and Riverside
- Rady's Children's Hospital: A non-profit children's hospital. Piloted in satellite locations in Murrieta and Temecula-Expansion plan for Hemet in 2022

HealthySteps is increasing access to quality care, expanding screenings, connecting families to services and supports, increasing physician satisfaction, and reducing health care costs.

Underlying these comprehensive health and development initiatives is the continued emphasis on systems integration and coordination through expansion and capacity building of providers and existing services. The presence of a responsive health care system is key to universal access for children and families and to addressing children's physical and developmental needs, as well as the social determinants of health.



Goal 2 Activities

A. DIRECT SERVICES

Services for children

- Provide swimming instruction and water safety classes for children.
- Care coordination for families/caregivers for children dental screenings and assessments for caries risk. Provide culturally relevant developmental screenings, comprehensive assessments, and early intervention services through an integrated system of care.
- Connect families to HMGIE for care coordination and systems navigation to community resources for early identification and early intervention.
- Provide team-based well-child visits in a primary care setting that ensures infants and toddlers receive nurturing parenting and healthy development. HealthySteps model will be embedded through primary pediatric care practices and Federally Qualified Health Centers (FQHCs) across the county serving various communities and will provide:
 - Child development, social-emotional and behavioral screening.
 - Screening for family risk/protective factors and social determinants of health.
 - Connections to community resources.
 - Care coordination and systems navigation.
 - Access to HealthySteps Specialist (HSS) support between well-child visits.

Services for families/caregivers

- Through HealthySteps, provide parents with parenting guidance, information, and personalized support regarding child development needs.

B. SYSTEMS CHANGE

Building provider capacity

- ECE provider training on using Ages and Stages Questionnaire (ASQ-3; ASQ:SE-2).
- Support pediatric providers, early learning specialists and home visitors to use evidence-based validated screenings in accordance with American Academy of Pediatrics (AAP) guidelines.
- Support providers' ability to ensure continuity of care across the spectrum of developmental and behavioral services and supports.
- Support expansion of specialized practices in maternal medicine that address at-risk pregnant and/or parenting mothers through the development of fellowship and other research and clinical residency programs.

- Support telemedicine practices that increase access.

Supporting organizations and communities to work better together

- Through HMGIE, provide information, referrals and linkages to health services for high risk children and families through a coordinated and responsive system.
- Create cross-county regional systems that leverage resources, skills and partnerships to deliver comprehensive health programs. Examples of existing platforms include partnerships with First 5 San Bernardino for HMGIE and LDPP-IE.
- Facilitate the exchange of information and best practices amongst private and public organizations that deliver services for children and their families.
- Create an integrated system involving community health centers, early care and education centers, schools, and home visitors to improve coordination and better assist families in receiving early identification and intervention services.
- Create a system that encourages ownership of child outcomes using data to inform decision making at the population and community level.

Increasing and leveraging financial resources

- Acquire sustainable financial resources for a HMGIE system that has the capacity to develop a robust inventory of resources and services for children and families.

Educating parents and policymakers

- Increased community knowledge about healthy child development through public education campaigns and cross-disciplinary workforce development.

Goal 2 Results

Increased access

- Increased access to swim and water safety lessons for children.
- Increased number of children receiving developmental screenings per the AAP guidelines.
- Increased number of Medi-Cal enrolled children who have had an ECOHA and preventative dental visit.
- Increased continuity of care across the spectrum of developmental, health, oral health, and behavioral health services.
- Increased early identification and early intervention services for children, especially for high-risk and at-risk children.
- Increased number of children receiving an oral health assessment.
- Increased number of specialized medical practitioners in the maternal mental health and Maternal Fetal Medicine disciplines.
- Increased coordination across systems of care to connect young children to

screening and early intervention, including through the expansion of HMGIE.

Increased quality

- Increased understanding of social emotional learning and its value by health and early learning providers.
- Increased application of validated screening tools in accordance with AAP guidelines.
- Increased health provider knowledge about developmental screenings.
- Increased wellness checks within clinics with a HealthySteps Specialist.

Increased efficiency

- Early identification and intervention:
 - Increased number of referrals.
 - Increased number of referrals that lead to service uptake.
 - Decreased inappropriate utilization of the emergency room.

Increased consumer/community capacity

- Increased understanding by parents and the community of social emotional learning and its value.
- Strengthened connections for families to pediatric practice.
- Parents are empowered to identify child health care needs and participate fully in decision-making and care planning.
- Increased awareness by parents/caregivers around water safety.
- Increased utilization of specialized services by parents through targeted care coordination.





HealthySteps: Changing Pediatric Care in Riverside County

Each year nearly 30,000 babies are born in Riverside County. Decades of research show how important the first three years will be to each one of these babies. This is the time when critical connections are made in the brain that will shape how they will grow, learn, and develop. During this time some children may experience developmental delays that can affect their ability to meet their full unique potential. Unfortunately, children who are born to families living below the poverty line and children of color are more likely to have delays that go undetected.

The good news is that early identification through screenings and linkages to supportive services can make a big difference. In Riverside County, with funding from First 5 Riverside County, an innovative model of pediatric care—HealthySteps— is being demonstrated in pediatric care settings. The model integrates a child development specialist into the pediatric primary care team to promote nurturing parenting and healthy development for babies and toddlers. “HealthySteps Specialists” connect with families during and between well-child visits, providing families with guidance, referrals, and care coordination tailored to their needs as identified by developmental and behavioral screenings.

HealthySteps: Changing Pediatric Care in Riverside County

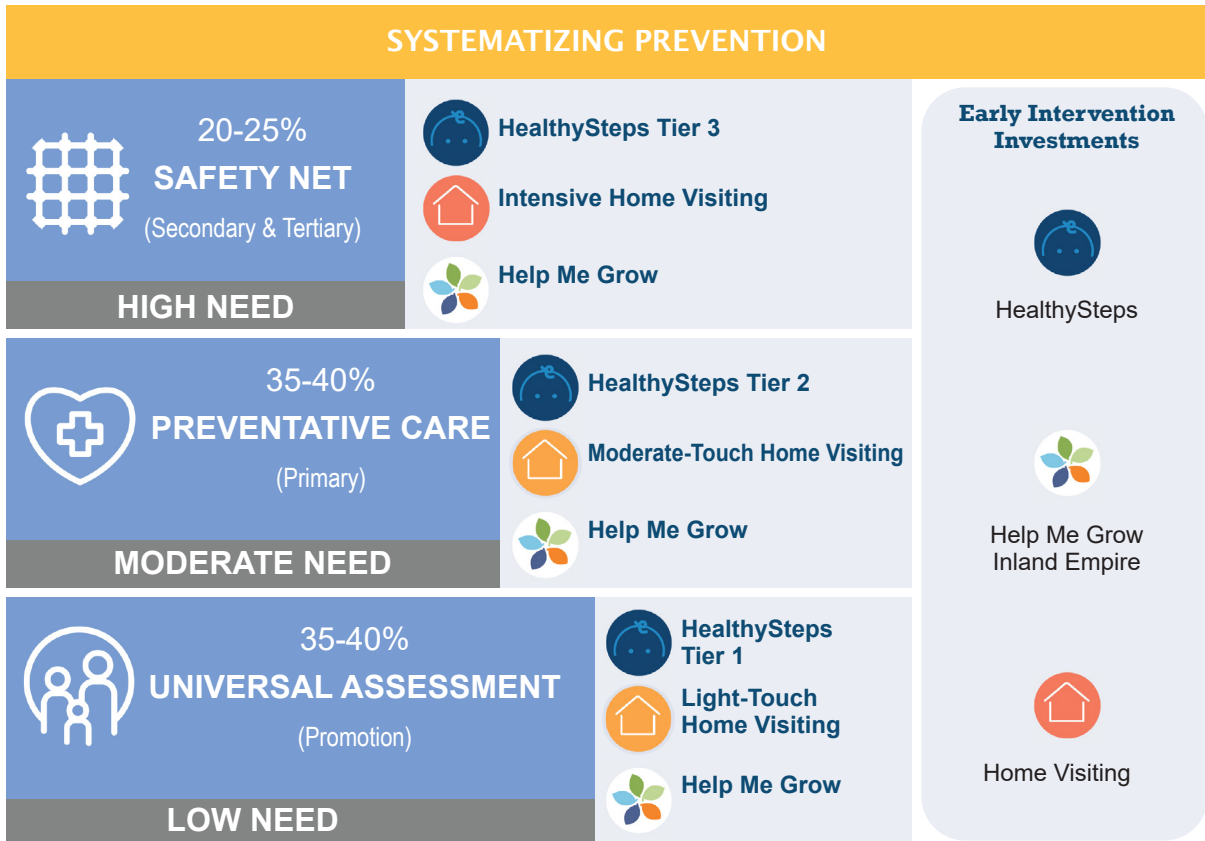
In 2017, First 5 Riverside County Children and Families Commission approved a three-year investment to test the HealthySteps model in a variety of healthcare settings across the county serving children with the highest needs. First 5 invested more than \$4.45 million and partnered with ZERO TO THREE to pilot HealthySteps in three pediatric primary care agencies between October 2018 and 2021.

HealthySteps Pilot Agencies and Sites:

Although still in the early stages of implementation, HealthySteps is already making a significant impact in its first years by:

- **Increasing Access to Quality Care:** HealthySteps is reaching more than 6,000 children and their families each year
- **Expanding Screenings:** Over a 2-year period more than 10,000 child development, social and emotional, autism, maternal depression, and family needs screenings were conducted
- **Connecting Families to Services & Support:** In that same period, more than 4,000 referrals and follow up was conducted for child and family needs for early intervention, mental health, early care and education, and maternal depression
- **Demonstrating a Model for Practice Improvement:** Across sites, physicians reported significantly higher satisfaction with HealthySteps and that they felt emotionally supported by the HealthySteps Specialist.
- **Reducing Health Care Costs:** A financial analysis in one HealthySteps practice serving a diverse pediatric population found that an estimated \$641 - \$959 of costs were averted by services provided by HealthySteps.

STRENGTHENING THE SYSTEM BY:



Goal 3

RESILIENT FAMILIES

Goal Statement

Families and communities are engaged, supported, and strengthened through culturally effective resources and opportunities that assist them in nurturing, caring, and providing for their children’s success and well-being.

Strategy Narrative

First 5 Riverside County strives to support the community in understanding the importance of, and ways of building, resilient families. The Protective Factors™ are the foundation of First 5 Riverside County’s approach to strengthening families; the factors are:

1. parental resilience,
2. knowledge of parenting and child development,
3. social and emotional competence of children,
4. social connections, and
5. concrete support in times of need.

Research shows that these factors are essential to create healthy environments for the optimal development of all children. By helping to create safe physical and emotional environments at home, in school and in neighborhoods, First 5 Riverside County can support building vibrant and resilient communities throughout Riverside County. To this end, First 5 Riverside County’s approach to supporting family resilience is based on the expectation that all parents and caregivers can benefit from some level of support ranging from information about child development and social connections to support in navigating the safety net and behavioral health systems. By investing in Home Visiting and Family Resource Centers (FRCs), First 5 Riverside County has an opportunity to promote healthy family functioning and prevent maltreatment of children through a multi-platform approach that reaches families in their homes and communities. Both Home Visiting and FRCs are service delivery models that are able to respond to a range of needs in family-friendly spaces.

Home Visiting

First 5 Riverside County is partnering with key stakeholders and associated sector leaders to co-design a system of home visiting. The stakeholders envision a system where all families have access to home visiting services for the prenatal to five year period through an integrated system that positively impacts healthy development and early learning. The envisioned system will:

- Ensure equity in access.
- Be responsive to family strengths and needs.

- Empower and support families to speak to their own needs and advocate for the child and family.
- Advance strengths-based programming and use a relationship-based approach.
- Function as part of a bigger system of supports within communities and the county.
- To make effective home visitation available to more families who need it.

First 5 Riverside County has worked to expand funding and implementation of multiple evidence-based home visiting models that have been shown to make a positive difference for children and families on a range of outcomes related to the Protective Factors. Expansion of these models has included leveraging additional funds, including CalWORKs, and working with key partners to establish upstream efforts to assess family strengths and needs and make offers of home visiting and other supportive services from which families can most benefit.

First 5 Riverside County's investments in family resiliency draw heavily on evidence-based and promising-practice models, most of which require National affiliation and entail annual monitoring of outcomes and measurements to ensure and maintain the fidelity of the model. In addition to Nurse Family Partnership (NFP) and SafeCare, other prominent family strengthening models that First 5 Riverside County supports include Parents As Teachers (PAT), Home Instruction for Parents of Preschool Youngsters (HIPPO), Healthy Families America (HFA), Parent Child Plus (PC+), and Nurturing Parent Program (NPP).

Investments will primarily address direct services for children who are living in communities of highest need and/or are at risk of abuse or neglect. Risk factors may include childhood-related trauma, poverty, parental substance abuse, and repeated changes in caregivers and schools, which result in poor emotional response in children, affecting their early learning development and opportunities to grow in stable environments. Supported programs will serve overlapping populations with some programs targeting first-time parents, children with incarcerated parents, and pregnant women. Other approaches focus specifically on teenage parents, low-income families, or geographically-isolated families.

The parent/caregiver and service provider relationship is foundational to increasing Protective Factors, given the critical role parents/caregivers play in their child's development. Therefore, First 5 Riverside County, in partnership with others, will seek to impact systems of services and supports to better engage parents/caregivers in fostering their child's early learning and healthy development. This will be undertaken through the expansion of existing programs that create a continuum of services for children and families and improves child outcomes through strengthening families.

Strategy Narrative

Family Resource Centers are collaborative partnerships of public and non-profit

organizations that bring together services and activities which support and promote healthy family functioning. Model Family Resource Centers are prevention focused, community responsive, strength-based spaces for families to connect, learn and exercise their leadership. FRCs may provide:

- Comprehensive Case Management
- Access to concrete supports
- Differential response programming that supports families with child welfare involvement
- Treatment programs
- Parenting education and supports
- Formal services for children and youth
- Social activities and peer support opportunities

First 5 Riverside County partners with the Department of Public Social Services to fund the county-operated FRCs, while also committing to expanding access to family resource centers by partnering with community-based and trusted agencies to provide stronger linkages for families to an array of support services through a family resource center network. Further, the Commission has matched county child welfare dollars to invest in enhancing early childhood programming within FRCs.



Goal 3 Activities

A. DIRECT SERVICES

Services for children

- Prevent children experiencing housing instability from becoming homeless through FRCs and home visiting programs.
 - Operate Riverside County Family Resource Centers through a partnership with the Department of Public Social Services, the Child Abuse Prevention Council and community-based providers, with funding targeted for the prevention of child maltreatment and matching funds from Proposition 10 to enhance services for the prenatal to five population.
 - Expand the network of family resource centers in Riverside County by investing in community-based organizations that are trusted by families to function as part of a network of Family Resource locations.

Services for families/caregivers

- Provide families/caregivers with access to evidence-based home visiting models through partnerships with providers who have expertise in the provision of home visiting programs, parent education, and parent and father-friendly practices, to optimize child development and reduce the risk of abuse and neglect:
 - Connect families to community supports and resources to meet basic needs.
 - Address personal and environmental health, parenting, life course development, relationships with family and friends and community connections.
 - Provide parenting tools to support positive parent-child interactions and respond appropriately to challenging child behaviors.
 - Increase families'/caregivers' knowledge of child development.
 - Build positive parenting skills and resilient families.
- Support parent engagement on child brain development, including Talk. Read. Sing.®

B. SYSTEMS CHANGE

Building provider capacity

- Mobilize health providers to systematically engage parents/caregivers in supporting their child's development through the promotion of evidence-based programs that increase protective factors in home and community settings.
- Identify data collection tools and performance measures that inform best practice and continuous improvement in building resilient families.
- Harness local leadership to improve local services.

Goal 3 Results

Supporting organizations and communities to work better together

- Develop partnerships to strengthen the coordination of existing home visiting programs, FRCs, community hubs and alternative settings by convening and creating shared opportunities for learning and problem-solving.

Increasing and leveraging financial resources

- Align investments with programs that use the Protective Factors Framework and promote community hubs for integrated services and crisis supports for children and families.
- Align partnerships and investments supporting collaborative frameworks and local policies that address housing instability and homelessness in the region.
- Improve workforce development through leveraged skills and resources with organizational partners.

Educating parents and policymakers

- Build sustainable infrastructure through advocacy efforts with legislators and policymakers, increasing their understanding of the needs of children at risk of abuse and neglect and ensuring mutual responsibility for better outcomes for children and families.

Increased access

- Increased social supports for families.
- Increased connection for families to additional concrete support.

Increased quality

- Increased provider knowledge about child development and parenting and ability to integrate this knowledge into programming.
- Increased environments that provide safe and nurturing experiences for children.

Increased efficiency

- Strengthened and better coordinated social safety net which supports family resiliency and promotes self-sufficiency.

Increased consumer/community capacity

- Increased capacity of parents to support their child's development. Increased parent-provider engagement.
- Increased community capacity to support and promote the safety, healthy development, and well-being of children, prenatal through age 5, and their families.

Resilient Families Program Spotlight: HOME VISITING



What is home visiting?

Evidence-based home visitation models provide families of children, prenatal through age 5, with in-home support from a trained professional to strengthen protective factors and ensure that young children are safe, healthy, and ready to learn. Research demonstrates that home visiting programs that provide parent education and support to at-risk families can help to reduce rates of child abuse and neglect, and improve children's health, development, and school readiness outcomes. Home visiting increases families' access to services and resources that support family resiliency, building provider capacity to support families in caring for their children, and educating parents to have the skills and tools to help their children achieve their fullest potential.

How does home visiting strengthen the system of care for children and families?

A home visiting system that is nested within larger systems such as the healthcare, public health, child welfare and self-sufficiency systems is well-positioned to make contact with families at a time when they can most benefit from learning about resources available to support their child's development in the context of families' unique circumstances. A home visiting system with diverse offerings is able to act as a universal touchpoint for assessing how families may benefit and make best-fit offers of support. Systems of universal contact with families:

1. lower stigma associated with asking for help;
2. reduce isolation;
3. prevent poor child outcomes;
4. maximize the use of public funds; and
5. reduce longer-term need for higher-cost interventions

This approach prioritizes ensuring families are offered services commensurate with their strengths and needs and which optimizes system resources.

VI. COUNTYWIDE IMPACT

Goal 4

CROSS-PROGRAM GOAL

Goal Statement

Work with early childhood stakeholders, including State and County agencies, local educational agencies, the child care planning council, institutions of higher education, and elected officials to strengthen countywide efforts to create a comprehensive, integrated early childhood system to improve outcomes for children, prenatal through age 5, and their families.

Strategy Narrative

First 5 statute calls for County Commissions to focus on integrated and comprehensive systems of care for children 0 through 5 years of age. The Commission plays a significant role in working with partners that mirror First 5 Riverside County’s commitment towards enhancing early childhood systems and to leverage resources as a mechanism to advance the well-being of Riverside County’s youngest children and to strengthen families.

First 5 Riverside County has prioritized early intervention investments that build a foundation for a system of care that emphasizes (i) prevention, (ii) support for clinical and community linkages, and (iii) promotion of population-based approaches to addressing children’s comprehensive needs. Riverside’s investments in HealthySteps, Help Me Grow Inland Empire, and Home Visiting programs act as key drivers in actualizing a comprehensive care model of “systemized prevention.” This involves addressing three levels of preventive care, as illustrated in the graphic below: 1) universal assessment: providing universal access to early identification and basic services; 2) preventative care: providing services to families with moderate needs and preventing the need for safety net services; and 3) safety net: providing comprehensive service and safety net navigation to children and families exhibiting the highest needs for care.

SYSTEMATIZING PREVENTION



Goal 4 Activities

A. COMMUNICATIONS

- Utilize technology, including the First 5 Riverside County website, e-newsletter, and social media platforms to share information and resources such as trainings, best practices, latest research, and funding opportunities.
- Identify, update, design, and disseminate community resource materials to increase public awareness on the importance of early childhood investments.
- Participate in workgroups to facilitate communication, share learnings, and reduce silos among stakeholders on current priorities, goals, and projects to increase services for children and families and maximize resources.

B. RESEARCH AND DATA

- Support and guide efforts by Riverside County to conduct a needs assessment for children 0 through age 5 that accurately reflects the diversity of our communities.
- Improve data collection and coordination with other First 5 Commissions to enhance research and evaluation capacity.
- Develop internal measurement and learning plans, data collection processes and tools, and learning systems; train and orient staff as needed to new systems, tools, and processes.
- Integrate data systems where possible to enhance efficiencies.
- Support the dissemination and implementation of the Early Development Instrument that measures physical well-being and motor development, social and emotional development, cognitive skills, language and developing literacy and the ability to concentrate and follow directions.
- Maximize the use of technological tools such as Geographical Information Systems (GIS) to enhance visual interpretation of data in a mapping format (such as story mapping) that leads to better informed decision-making for investments.

C. ADVOCACY

- Promote and support First 5 California (F5CA) and the First 5 Association of California (F5A) policy platforms, and to the extent possible, align and collaborate on shared policy goals.
- Advocate for and support state legislative efforts for Medi-Cal expansion of home visitation to achieve sustainability.
- Explore and promote innovative funding models that have the potential to support infrastructure and increase affordable housing units within the region.
- Elevate the early care and education profession by increasing compensation,

providing professional development opportunities, and emphasizing diversity across the field.

- Regulate tobacco products and promote smoking cessation.
- Explore and advance additional revenue sources for services to children and families.
- Improve and integrate data systems to track and evaluate children’s outcomes.
- Increase use of and integrate essential Medi-Cal services across systems of care, including dental, mental health, and vision services.
- Expand access to evidence-based family strengthening programs, including home visiting and parent education, and parent and father friendly practices to optimize child development and reduce the risk of abuse and neglect.
- Strengthen the social safety net to build family resiliency and promote early relational health.

Goal 4 Results

Communications

- Policymakers and legislators have an increased understanding of the importance of early brain development and the impact on families, especially those living in poverty.
- Community members have a greater understanding of early childhood challenges through educational campaigns such as Talk.Read.Sing.®, Kit for New Parents, and Quality Start Riverside County.

Research and Data

- Riverside County specific early childhood needs assessment utilized as a tool to make data-informed decisions.
- First 5 Riverside has a robust system and internal capability for monitoring and evaluation practices that support program excellence and continuous improvement.
- Evidence-based models, practices, and positive outcomes are at the core of investments undertaken by the Commission.

Advocacy

- Shared policy goals and legislative platform recommendations developed annually.
- New, diverse, and innovative funding sources secured for prenatal through age 5 programs in the county.

VII. PROCUREMENT AND ACCOUNTABILITY

First 5 Riverside County is committed to funding strategies and programs that make positive impacts within the community. All strategies in this plan include results and measurable indicators that will be used to assess progress and performance. The results and indicators for each goal are all connected to the First 5 Riverside County Impact Model and will be used as the basis for contracts with external entities to carry out its work, and to guide the monitoring processes in place to ensure contract compliance and learn whether, and for what reasons, results are or are not being achieved. Annual plans for all goal areas are based on the strategies presented in this document and results will be assessed and reported to the Commission on an annual basis.

Evaluation identifies the success of past investments and defines future priorities. Evidence-based models are the premise of First 5 Riverside County's efforts in moving the needle towards positive results for children and families in the county. As collaborative functioning increasingly characterizes how we engage with partners across the county, evaluation of our efforts to build capacity will be paramount to our implementation of programs and investments. This work will involve reviewing the framework of our service systems and consider the effectiveness of the service pathways.

Systems change is complex and requires strong stakeholder engagement, commitment, and accountability. Given First 5 Riverside County's focus on systems change, the evaluation of these efforts across the service system will be critical to the ongoing prioritization for Commission investments. This provides the opportunity to identify different strategies that lead to better outcomes for children and their families.

This also aligns with the Riverside County mission to identify collaboration opportunities and innovative partnerships to maximize public funds to impact a greater number of citizens. As tobacco tax revenues continue to decrease, First 5 Riverside County will increase its efforts to increase and diversify funding streams for children and families in order to ensure the development of comprehensive, integrated systems and services for children and families.



The Strategic Plan Revision Process

Following are the Commission Review actions relating to the current strategic plan and preceding the approval of this plan:

- December 9, 2020 – Action Item 20-41, Commission approved extension of the Riverside County Children and Families Commission Strategic plan through June 30, 2023.
- December 11, 2019 – Action Item 19-33, Annual Review and Public Hearing of Riverside County Children and Families Commission Strategic Plan Fiscal Years 2018 – 2021.
- December 13, 2017 – Action Item 17-19, Commission approved revised Strategic Plan for July 1, 2018 implementation.
- May 10, 2017 – Action Item 17-06, Commission approved existing plan, with no changes.
- October 28, 2015 – Action Item 15-25, Commission approved and adopted 2016 – 2021, five-year Strategic Plan.

The California Children and Families Act, Health and Safety Code Section 13140 (Proposition 10) requires Commissions to annually review strategic plans and adjust accordingly based on revised priorities. First 5 Riverside County engaged Learning for Action (LFA) to guide the updating of its 2018-2023 Strategic Plan and to support the 2022 Annual Review, which upon approval by the Commission, will be Version IV of the current strategic plan. The process included the following components:

Management Team Workshop: LFA designed and facilitated a session with First 5 Riverside County's Management Team on September 14, 2021 to brainstorm environmental factors and recent developments that should inform the update of the strategic plan.

Executive Management Team Collaboration: LFA worked with First 5 Riverside County's Executive Management Team to integrate input from the full Management Team and solicit targeted input from other staff and board members to update information about First 5 Riverside County's context and progress towards objectives.

Strategy Development: LFA worked with First 5 Riverside County staff to use the updated information about context and progress towards objectives to refine the activities and results articulated in each of First 5 Riverside County's 4 program areas: Quality Early Learning, Comprehensive Health and Development, Resilient Families, and Countywide Impact strategies.

Strategic Plan Approval: The plan was presented and approved by the Commission during a regularly scheduled meeting held on May 11, 2022. First 5 Riverside County staff and LFA made refinements to the plan based on Commissioner feedback.

Programs, Terms & Acronyms to Know

Alternative Payment (AP) Program: State programs that provide assistance with child care payments through a subsidized (alternative) payment.

American Rescue Plan Act (ARPA): The American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package or the American Rescue Plan (ARP), is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Biden on March 11, 2021, to accelerate the United States' recovery from the economic and health impacts of the COVID-19 pandemic. The American Rescue Plan includes \$350 billion for eligible state, local, territorial, and Tribal governments. These funds known as the Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide of the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

California Advancing and Innovating Medi-Cal (CalAIM): CalAIM is a long-term commitment to transform and strengthen Medi-Cal, offering Californians a more equitable, coordinated, and person-centered approach to maximizing their health and life trajectory.

California Alternative Payment Program (CAPP): The program provides vouchers for families to obtain childcare in licensed childcare centers, licensed family childcare homes, or license-exempt care. The family may choose the type of care that their child receives. Alternative payment programs use federal and state funding to provide vouchers for low-income families ranked on income eligibility. The Riverside County Office of Education administers CAPP and provides support to families to arrange childcare services and makes payment for those services directly to the childcare provider selected by the family.

California Department of Health Care Services: State department dedicated to providing Californians with access to affordable, integrated, high-quality health care, including medical, dental, mental health, substance use treatment services and long-term care.

Care Coordination: Involves an intentional and deliberate approach in organizing various services and activities (such as healthcare and social services) for individuals and families through a person-centered approach, including sharing information among all participants concerned to achieve better outcomes for participants seeking support. This includes ensuring appropriate delivery of services and active follow up of resources are aligned with individual and family needs and priorities.

CARES Act: The Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act, is a \$2.2 trillion economic stimulus bill passed by the 116th U.S. Congress and signed into law by President Donald Trump on March 27, 2020, in response to the economic fallout of the COVID-19 pandemic in the United States. The Act provided fast and direct economic assistance for American workers, families, small businesses, and industries.

Department of Public Social Services (DPSS): A county department that provides temporary financial assistance and employment services for families and individuals, programs and services to protect children and adults from abuse and/or neglect, and access to health care coverage to low income individuals and families.

Early Childhood Oral Health Assessment (ECOHA): A new screening tool for non-dental providers for children 0 through 5 to assess the current condition of the teeth and overall health of children aged 0 through 5.

Early Development Instrument (EDI): The EDI is a validated, population-based measure of early child development in five key domains (physical health, emotional maturity, social competence, language and cognitive skills, and communications skills and general knowledge). The EDI is a 103-item questionnaire completed by kindergarten teachers in the second half of the school year which has shown to predict later school success.

Evidence-Based: Refers to the use of research and scientific studies as a base for determining best practices.

Federally Qualified Health Center (FQHC): Entities as defined by the Social Security Act at section 1905(l)(2) which is receiving a grant under section 330 of the Public Health Service Act. Programs meeting the FQHC requirements commonly include the following: Community Health Centers, Migrant Health Centers, Health Care for the Homeless Programs, Public Housing Primary Care Programs, Federally Qualified Health Center Look-Alikes, and Tribal Health Centers.

First 5 Association of California (F5A): A nonprofit membership organization for the fifty eight First 5 County Commissions. The Association connects Commissions to other public and nonprofit partners, including county departments, foundations and child advocacy organizations to ensure collaboration and a common statewide agenda to ensure the best future for children.

First 5 California (F5CA): A statewide Commission created by voters under Proposition 10 to recognize that children’s health and education are a top priority, especially in the early years of development.

First 5 Riverside Hybrid Alternative Payment Program (RHAP): RHAP is a subsidized reimbursement program that provides scholarship slots for families with children 0 through 5 years of age that meet eligibility criteria to access early care and education in quality settings. The RHAP program supplements and enhances the existing California Alternative Payment Program by funding additional scholarship slots for families at a higher income or with specific needs therefore expanding services to a greater number of children.

Geographic Information System (GIS): A system designed to capture, store, manipulate, analyze, manage and present all types of spatial or geographical data.

Healthy Families America (HFA): A home visiting approach for at-risk families that supports positive parent-child engagement, promotes optimal child health and development, and enhances parental resiliency.

HealthySteps: A national initiative that focuses on the importance of the first three years of life. Healthy Steps emphasizes a close relationship between health care professionals and parents in addressing the physical, emotional and intellectual growth and development of children from birth to age three.

Help Me Grow (HMG): A system model that works to promote cross-sector collaboration to build efficient and effective early childhood systems that mitigate the impact of adversity and support protective factors among families, so that all children can grow, develop, and thrive to their full potential.

Home Instruction for Parents of Preschool Youngsters (HIPPI): A home visiting model that provides parents with moderate to intensive support that promotes early literacy practices, focuses on school readiness through

parent-involved and parent-directed early learning.

Improve and Maximize Programs so All Children Thrive (IMPACT): First 5 California initiative aimed at increasing the number of high-quality early learning settings, including supporting and engaging families in the early learning process.

Low Income Investment Fund (LIIF): LIIF is a non-profit community development financial institution (CDFI) that has invested over \$2 billion in capital to high-impact community development projects nationally, including \$200 million in investments to support ECE nationwide. LIIF has a dedicated focus on improving access to quality ECE and has served the ECE sector for nearly 30 years. Additionally, LIIF served as the facilities-lead on the California Early Learning and Care Master Plan.

Managed Care: Managed Care is a health care delivery system organized to manage cost, utilization, and quality. Medicaid managed care provides for the delivery of Medicaid health benefits and additional services through contracted arrangements between state Medicaid agencies and managed care organizations (MCOs) that accept a set per member per month (capitation) payment for these services.

Medi-Cal Managed Care: California's approach to healthcare and consists of established networks of organized systems of care, which emphasize primary and preventive care.

The National Association for the Education of Young Children (NAEYC): A professional membership organization that works to promote high-quality early learning for all young children, birth through age 8, by connecting early childhood practice, policy and research.

Nurse Family Partnership (NFP): A maternal and early childhood health home visitation program that fosters long-term success for first-time moms, their babies and society.

Nurturing Parenting Program (NPP): A low intensity in-home (and/or group-based) program for multiple specific populations (such as parents of teens, parents of children birth to five) to increase parenting skills and strengthen parent-child relationships

ParentChild Plus (PC+): Early Learning Specialists from the community who share language/culture background from the family, provide home visiting support to parents/caregivers to support children's healthy development, increase cognitive, social-emotional and early literacy skills through reading, conversation and play.

Parents as Teachers (PAT): A parent education home visitation program designed to give children the best start in life, based on the philosophy that parents are their first and most influential teachers.

Proposition 56: California ballot proposition that passed on the November 8, 2016 ballot. It increased the cigarette tax by \$2.00 per pack, effective April 1, 2017, with equivalent increases on other tobacco products and electronic cigarettes containing nicotine. Proposition 56 backfill replaces revenue lost attributable to the decline in consumption due to this tax increase

Quality Rating & Improvement System (QRIS): A QRIS is a systemic approach to assess, improve, and communicate the level of quality in early and school-age care and education programs. Similar to rating systems for restaurants and hotels, QRIS awards quality ratings to early and school-age care and education programs that meet a set of defined program standards. By participating in their State's QRIS, early and school-age care providers embark on a path of continuous quality improvement. Even providers that have met the standards

of the lowest QRIS levels have achieved a level of quality that is beyond the minimum requirements to operate.

Raising A Reader: A model designed to engage caregivers in a routine of book sharing with children from birth through age 8 to foster healthy brain development, healthy relationships, a love of reading and the literacy skills critical for school success.

Reach Out and Read (ROR): An evidence-based model recommended by the American Academy of Pediatrics which incorporates early literacy into pediatric practice to equip parents with tools and knowledge to ensure children are prepared to learn when they start school.

Riverside County Office of Education (RCOE): The agency that provides specific educational, financial, legislative and leadership services and support to all K-12 school districts in Riverside County.

SafeCare: An evidence-based curriculum for parents who are at-risk or have been reported for child maltreatment.

Social Determinants of Health (SDOH): SDOH refers to factors in the external environment (non-medical factors) where people are born, live, work, and play that affect a wide range of health and quality-of-life risks and outcomes. Examples of SDOH are: safe housing, transportation, neighborhoods, education, job opportunities, racism, discrimination, violence, access to nutritious food and physical activity, polluted air/water, language and literacy skills. Screening for risk factors of SDOH support a holistic approach in identifying and addressing circumstances for individuals and families.

Virtual Dental Home (VDH): Using tele-health technology, the VDH creates a community-based oral health delivery system in which children 0 through 20 years of age receive preventive and simple therapeutic services in community settings.

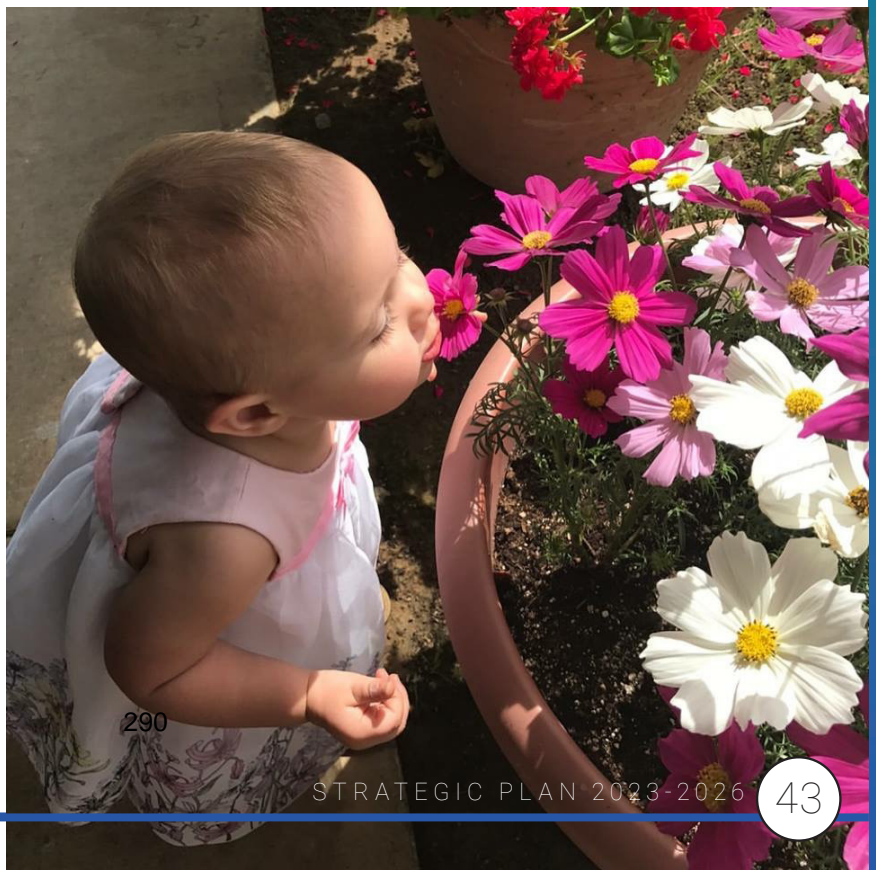
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- 9 The 2015 Child Care Portfolio produced by the California Child Care Resource & Referral Network
- 10 Center for American Progress's 2013 study of the effects of budget cuts on Early Childhood Education programs
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- 23 National Collaborating Centre for Determinants of Health
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- 25 Led by WestEd, California for all Kids: Master Plan for Early Learning and Care, https://www.ctc.ca.gov/docs/default-source/educator-prep/files/master-plan-for-early-learning-and-care.pdf?sfvrsn=b6512bb1_2

APPENDIX C: FAMILY PROTECTIVE FACTORS

The Family Protective Factors include the following:

- 1. Parent Resilience:** No one can eliminate stress from parenting but building parental resilience can affect how a parent deals with stress. Parental resilience is the ability to constructively cope with and bounce back from all types of challenges. It is about creatively solving problems, building trusting relationships, maintaining a positive attitude and seeking help when it is needed.
- 2. Knowledge of Parenting and Child Development:** Having accurate information about raising young children and appropriate expectations for their behavior help parents better understand and care for children. It is important that information is available when parents need it, that is when it is relevant to their life and their child. Parents whose own families used harsh discipline techniques or parents of children with developmental or behavior problems or special needs require extra support in building this Protective Factor.
- 3. Social and Emotional Competence of Children:** A child's ability to interact positively with others, to self-regulate, and to effectively communicate his or her emotions has a great impact on the parent-child relationship. Children with challenging behaviors are more likely to be abused, so early identification and working with them helps keep their development on track and keeps them safe. Also, children who have experienced or witnessed violence need a safe environment that offers opportunities to develop normally.
- 4. Social Connections:** Friends, family, neighbors, and other members of a community provide emotional support and concrete assistance to parents. Social connections help parents build networks of support that serve multiple purposes: they can help parents develop and reinforce community norms around childrearing, provide assistance in times of need, and serve as a resource for parenting information or help solving problems. Because isolation is a common risk factor for abuse and neglect, parents who are isolated need support in building positive friendships.
- 5. Concrete Support in Times of Need:** Parents need access to the types of concrete supports and services that can minimize the stress of difficult situations, such as a family crisis, a condition such as substance abuse, or stress associated with lack of resources. Building this Protective Factor is about helping to ensure the basic needs of a family, such as food, clothing, and shelter, are met and connecting parents and children to services, especially those that have a stigma associated with them, like domestic violence shelter or substance abuse counseling, in times of crisis.





 **FIRST 5**
Riverside County
Children & Families Commission

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Approved January 25, 2023

G. Future Agenda Items:

- G.1. First 5 Riverside County Annual Budget
- G.2. First 5 Riverside County Champion for Children Award
- G.3. First 5 Riverside County 2025 Legislative Policy Agenda
- G.4. First 5 Riverside County Third Quarter Financial Highlights
- G.5. Home Visiting Presentation

- H. **Adjournment:** Adjournment to the next Regular Meeting of the Riverside County Children and Families Commission to be held on May 14, 2025 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.