AGENDA
PUBLIC NOTICE
Regular Meeting of the Finance Sub Committee
Wednesday, May 14, 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_April 21_MG

A. **Call to Order – Supervisor Chuck Washington, 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 Chuck Washington, Chair**
C. **Commission and Advisory Committee Business – Supervisor Chuck Washington, Chair**
   C.1. Director's Report – Tammi Graham, Executive Director; Yvonne Suarez, Assistant Director; Charna Widby, Assistant Director; Michael Knight, Deputy Director
   C.2. Public Information Report – Sean Pravica, Senior Public Information Specialist
   C.3. Commissioner Comments

D. **Presentation/Information Item – Supervisor Chuck Washington, Chair**

D.1. **Information Only** - First 5 Riverside County 3rd Quarter Financial Highlights - **Receive and File**

RIVERSIDE COUNTY CHILDREN & FAMILIES COMMISSION - FIRST 5 RIVERSIDE COUNTY
FY 24/25 - 3rd QUARTER
(July 2024 - March 2025)

Revenue and Expenditure Balances

		Year-To-Date Budget	Actuals as of 03/31/25	Projections through 06/30/25
Revenues				
740020	Interest-Invested Funds	$ 600,000	$ 718,914	$ 837,829
740200	GASB 31 FMV - ACFR Only	$ -	$ 363,636	$ 500,000
754000	CA-Tobacco Tax Prop.10 (+CECET+SMIF)	$ 12,450,000	$ 7,074,657	$ 10,571,420
754020	CA-Prop 56 Tobacco Act 2016	$ 3,650,000	$ -	$ 4,220,500
755870	IMPACT (F5CA Initiatives)	$ 4,158,327	$ 1,764,887	$ 4,158,327
777520	DPSS (CalWORKs)	$ 3,480,049	$ 2,044,134	$ 3,480,049
777540	DPSS (FRCs)	$ 2,500,000	$ 1,693,075	$ 2,500,000
781480	Program Revenue (RCOE, IEHP)	$ 625,000	$ 550,000	$ 533,144
790600	Contrib Fr Other County Funds (CID)	$ 211,520	$ -	$ -
Total Revenues		**$ 27,674,896**	**$ 14,209,304**	**$ 26,801,269**
Expenditures				
Approp 1	Salaries & Benefits	$ 8,148,696	$ 5,304,326	$ 7,992,696
Approp 2	Services & Supplies	$ 25,676,200	$ 11,663,942	$ 20,363,508
Total Expenditures		**$ 33,824,896**	**$ 16,968,269**	**$ 28,356,204**
Total		$ (6,150,000)	$ (2,758,965)	$ (1,554,935)

Expenditure Allocation

Program		**13,883,368**	**41%**
CalWORKs Home Visit Initiative	42200	2,227,360	
IMPACT	92930	1,449,249	
Comprehensive Health & Development	92945	3,142,535	
Quality Early Learning	92950	1,585,172	
Resilient Families	92960	778,193	
RCOE	92965	29,168	
HUB	92970	666,117	
Family Resource Centers	92975	3,062,842	
Countywide Programs	92980	942,732	
Evaluation		**511,256**	**2%**
Evaluation	81250	511,256	
Administration		**2,573,645**	**8%**
Countywide Impact	92955	2,573,645	
		16,968,269	**50.2%**

Administration	**2,573,645**
Evaluation	**511,256**
Program	**13,883,368**

PERCENTAGE OF COST BY DEPARTMENT

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

In Q3, March and a portion of February program expenditures are not recognized in the general ledger until Q4. Prop 10 revenue includes receipts from July through February. Fiscal year projections for Prop 10 reflect average monthly receipts and anticipated declines due to the flavor ban's impact on tobacco tax revenue. Projections also account for E-Cigarette tax collections. The Prop 56 backfill projection is based on actuals received in April. Revenue projections include approximately $2.3 million in pass-through funds, with corresponding expenditures.

EXPENDITURES BETWEEN $25K - $50K

Per Action Item #17-24 (December 2017), identify vendors authorized for payment > $25K - as noted on the Cummulative Vendor List.

DONATIONS RECEIVED BY DEPARTMENT Policy No: COM-25-001

Organization	Donations	24-Dec	25-Jan	25-Feb	25-Mar
CVAG	Bus Passes	100	100	100	100
Find Food Bank	Food Bags	10	10	10	
Find Food Bank	Christmas Items/Toys/Clothing/books	2 large boxes			
Mission Springs Water District	Water	0	0	5 cases of 24	0
Variety of the Desert	Baskets for Young Children 0-5	40			
Thank a Vet	Long Sleeve Adult & Kid's Sweaters & Shirts	850			
Variety of the Desert	COVID Kits			20	
CVAG	Bus Passes			15	
Variety of the Desert	Dental Kits				25

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

E.1. Approve First 5 Riverside County Draft Commission Meeting Minutes - March 12, 2025 Session

MINUTES
FIRST 5 RIVERSIDE COUNTY
Commission Regular Meeting
Wednesday, March 12, 2025
2:00 PM
585 Technology Ct.
Riverside, California 92507

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

Commissioners Absent: Charity Douglas

Commissioners Vacancy: District V

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

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

A. **Call to Order – Supervisor Chuck Washington, Commission Chair**
   1. Pledge of Allegiance – Led by Commissioner Gomez.
   2. Roll Call – Conducted by Lynn Stephens, Executive Assistant IV

B. **Public Comments (for items not listed on the agenda) – Supervisor Washington, Chair**
   None

C. **Commission and Advisory Committee Business – Supervisor Washington, Chair**
   1. Advisory Committee Comments
      Presented by Tammi Graham
      Ms. Graham provided an update on the Advisory Committee meeting held this morning. The Committee selected a Champion for Children awardee to present to the Commission. The Committee also opted to convene an ad hoc committee to explore process improvements on the Champion for Children process.

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

      Presented by Tammi Graham
      - First 5 and RivCoONE – Lean Journey
      - Simpler Snapshot 2024-2025
      - Contract Template

(Commissioner Saruwatari arrived at 2:09 p.m.)

Presented by Michael Knight

- First 5 and RivCoONE - Lean Journey
  A brief discussion ensued. Chair Washington praised the program. Commissioner Wada asked about the data-sharing agreement. Mr. Knight noted that the Universal Consent Form applies to all RivCoONE departments and supports making referrals to multiple departments. If the referral is for a community-based organization, the consent form would be used to share information. In response to Commissioner Wada's question, Ms. Widby added that the First 5 team is working on an MOU with IEHP, Kaiser, and Molina. Vice Chair Campos expressed his excitement about the progress of this program.
- RivCo Visits Amazon Web Services (AWS)

Presented by Yvonne Suarez

- First 5 Annual Summit
- Finance Subcommittee
- 2024 CSAC Challenge Awards (video from Board of Supervisors meeting shared)

Presented by Charna Widby

- RCOE State of the Education Address
- Hemet DPSS Ribbon Cutting
- Prevention Priorities: Rapid Response to Critical Incidents

3. Public Information Report – Sean Pravica, Senior Public Information Specialist and Michelle Rodriguez, Public Information Specialist

   Presented by Michelle Rodriguez

   - Temecula Open House Preview
   - Jan Peterson Child Development Center Groundbreaking
   - Presentation to Mexican Delegation

   Presented by Sean Pravica

   - Video on Water Safety Released (Drowning prevention video was shared)

4. Commissioner Comments
   Commissioner Saruwatari provided an update on the recent measles outbreak and emphasized the importance of immunizations. While no cases have been documented in Riverside County so far, she suggested that First 5 partner on vaccination messaging, particularly for daycares and early childhood education centers, to help increase vaccination rates.

   Commissioner Romero questioned how the county is assessing the community due to executive order cuts, such as reducing USDA school meals. Ms. Graham noted there is an agenda item on continued investments and partnership with Riverside County Office of Education for quality incentives. Staff will look into the reduction of USDA school meals and report back at the next meeting.

   Commissioner Ginder asked how staff reaches the public who don't want to come into FRCs due to ICE. Mr. Knight responded that census data shows visits have been consistent, with no decrease. Staff is watching the flow closely and will report back on

decreases. Ms. Graham added that we currently have a 2.5 million dollar MOU with DPSS for services, and there is a discussion of opening a Family Resource Center in Blythe.

Vice Chair Campos noted that his District, Jurupa Unified, has a DACA workshop and training for families to address safety concerns. Jurupa is considered a trusted agency by families.

Chair Washington added that cuts are expected. It's how the County manages that will be important.

Chair Washington commented on the drowning prevention video and his grandchildren's experience with swim lessons.

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)

1. Approve First 5 Riverside County Draft Commission Meeting Minutes - January 22, 2025 Session

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

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

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

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]**

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

Commissioner Ginder moved to approve consent items 1-6 as presented. Commissioner Romero seconded the motion. ***Absent:*** *Commissioner Douglas.* ***Motion carried unanimously.***

E. **Discussion/Action Item**

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, through June 30, 2027 **(Contract NO. CF25121) [$6,400,000 - PROP 10 FUNDS]** - Charna Widby, Assistant Director

Chair Washington noted a conflict with action item 25-14 for Commissioners Romero and Gomez, who exited the meeting at 3:10 p.m.

Ms. Widby provided an overview of the action item.

Vice Chair Campos moved to approve action item 25-14 as presented. Commissioner Saruwatari seconded the motion. ***Conflicts:*** *Commissioners Romero and Gomez.* ***Absent:*** *Commissioner Douglas.* ***Motion carried.***

Commissioners Romero and Gomez returned to the meeting at 3:13 p.m.

F. **Presentations/Action Items/Public Hearings – Supervisor Washington, Chair**

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

Ms. Suarez provided an overview of First 5 California Annual Report.

Chair Washington opened the public hearing. Hearing no comments, Chair Washington closed the public hearing.

a. **Public Hearing:** Annual Report of the California Children and Families Commission for Fiscal Year 2023/2024 - Supervisor Washington, Chair

b. **25-15: Receive and File:** Annual Report of the California Children and Families Commission for Fiscal Year 2023/2024 - Supervisor Washington, Chair

Commissioner Saruwatari moved to receive and file action item 25-15 as presented. Commissioner Gomez seconded the motion. ***Absent:*** *Commissioner Douglas.* ***Motion carried unanimously.***

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

Ms. Graham provided an overview of First 5 Strategic Plan.

Chair Washington opened the public hearing. Hearing no comments, he closed the public hearing.

a. **Public Hearing:** First 5 Riverside County Strategic Plan 2023-2026 - Supervisor Washington, Chair

b. **25-16:** Review and Adopt First 5 Riverside County Strategic Plan 2023-2026 - Supervisor Washington, Chair

Vice Chair Campos moved to approve the adoption of action item 25-16 as presented. Commissioner Ginder seconded the motion. ***Absent:*** *Commissioner Douglas****. Motion carried unanimously.***

G. **Future Agenda Items:**

1. First 5 Riverside County Annual Budget
2. First 5 Riverside County Champion for Children Award
3. First 5 Riverside County 2025 Legislative Policy Agenda
4. First 5 Riverside County Third Quarter Financial Highlights
5. Home Visiting Presentation

Commissioners asked for a report out from RivCoONE to be added as a future agenda item.

H. **Adjournment:** The meeting was adjourned at 3:24 p.m. 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

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

DRAFT

E.2.**25-17:** The First 5 Riverside County Advisory Committee Recommends Approval of Nominee Angela Munoz as the 2025 Champion for Children

AGENDA ITEM: 25-17
DATE OF MEETING: May 14, 2025
ACTION: ☒
INFORMATION: ☐

THE FIRST 5 RIVERSIDE COUNTY ADVISORY COMMITTEE RECOMMENDS APPROVAL OF NOMINEE ANGELA MUNOZ AS THE 2025 CHAMPION FOR CHILDREN

SUMMARY OF REQUEST

Approve nominee Angela Munoz as the 2025 First 5 Riverside County Champion for Children award recipient, as recommended by the First 5 Riverside County Advisory Committee.

BACKGROUND

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

Upon approval by the Commission, Ms. Munoz will be recognized at a subsequent Commission meeting as this year's recipient of the First 5 Riverside County Champion for Children Award. Ms. Munoz is the Director of Outreach and Education at the John F. Kennedy Memorial Foundation, a currently funded First 5 agency. Her impact is measurable through the steady successes of the thousands of families served by her and her team, including the prevention of CPS involvement, the reduction of reoccurring cases, and the successful reunification of children with their parents. Additionally, she is a former home visitor and current Board Member for Hope Collaborative. She remains active with various organizations and agencies countywide. She provides free parenting classes across Coachella Valley, including at the Juvenile Detention Center in Indio where she works with young parents navigating the challenges of raising children while incarcerated. Ms. Munoz's community involvement and training in evidence-based programs is far-reaching, and her career spanning more than 30 years is centered on creating lasting and positive change.

Selection Process

A call for nominations was released in January 2025 and promoted countywide with news releases, posts on social media, and email messages to First 5 funded agencies, stakeholders, and supporters.

A total of eight (8) nominations were submitted by February 19, 2025. Participating members of the First 5 Riverside County Advisory Committee reviewed the nominees and discussed their recommended Champion at their March regular meeting and concluded collectively to forward Angela Munoz's nomination to the Commission for approval.

RECOMMENDED ACTION

That the Commission:

1. Approve Angela Munoz as the 2025 recipient of the First 5 Riverside County Champion for Children Award, as recommended by the Advisory Committee.

2. Authorize the sponsorship award of $1,000 to be given in Ms. Munoz's name to support a community event of her choosing.

BUDGET IMPACT

Adequate appropriate funding has been included in the approved FY 25/26 budget to support this sponsorship (938001-25800-92955-527780).

STRATEGIC PLAN RELEVANCE

Countywide Impact (92955)

POTENTIAL CONFLICTS OF INTEREST

None.

ATTACHMENT

1. Nominee Profile

First 5 Riverside County
Champion for Children Award
2025 Recipient

Nominee Profile: Angela Munoz

Angela Munoz has consistently gone above and beyond to provide support and resources to families in need for over 30 years. In her current role as Director of Outreach and Education at the John F. Kennedy Memorial Foundation, a First 5 funded agency, she has been directly involved in providing and leading impactful programs to families, preventing child abuse and neglect, and promoting child safety and family well-being.

Ms. Munoz is active with a number of different organizations and agencies. She provides free parenting classes across Coachella Valley, including at the Juvenile Detention Center in Indio where she works with young parents navigating the challenges of raising children while incarcerated. She is a current Board member for HOPE Collaborative served previously as Chair. Her reach extends to additional agencies including

- Barbara Sinatra Children's Center
- Unified School Districts: Palm Springs, Desert Sands, and Coachella Valley
- Riverside University Health Systems
- Jewish Family Services
- IEHP Psychiatry Walk-in Clinic
- Latinos Commission
- Inland Regional Services
- Hope and Healing
- Counseling Offices: EHS, Marsell, Desert, and Oshita Counseling
- Find Food Bank
- Hospitals: JFK and Desert Regional Hospital

Additionally, Ms. Munoz has worked as a home visitor serving families with children under the age of five. She is trained in several evidence-based programs and assessments including

- Parents as Teachers
- SafeCare Certified Coach
- Growing Great Kids
- Healthy Families America
- Differential Response
- HealthySteps
- Systematic Training for Effective Parenting (STEP)
- Reach Out and Read

- Home Safety Assessment Specialist
- Mental Health Biases
- Mandated Reporter
- Trauma Informed Care
- Comprehensive Case Management
- Adult Mental Health
- Perinatal Depressions
- Global Measure 1 and 2
- Parental Substance Use/Abuse
- Cultural Competency

Ms. Munoz's impact is measurable through the steady successes of the thousands of families served by her and her team, including the prevention of CPS involvement, the reduction of reoccurring cases, and the successful reunification of children with their parents. Her commitment to creating positive, lasting change makes her a true champion for children and families, and a role model for others.

Sources:

Champion for Children nomination submittal:

https://drive.google.com/drive/folders/1suV__b0z0Ojacfr-3ebojWyHJGWnoo0j

E.3. **25-18:** Approve and Ratify the Purchase Order with Absolute Security International, Inc. for Security Guard Services for the MECCA Family Resource Center from July 1, 2024 - June 30, 2025 **[$75,000 - DPSS FUNDS]**

AGENDA ITEM: 25-18
DATE OF MEETING: May 14, 2025
ACTION: ☒
INFORMATION: ☐

APPROVE AND RATIFY THE PURCHASE ORDER WITH ABSOLUTE SECURITY INTERNATIONAL, INC. FOR SECURITY GUARD SERVICES FOR THE MECCA FAMILY RESOURCE CENTER FROM JULY 1, 2024 – JUNE 30, 2025 [$75,000 – DPSS FUNDS]

SUMMARY OF REQUEST

Approve and ratify the issuance of a Purchase Order to Absolute Security International, Inc., using County-awarded contract RIVCO-99046-021-06/28, in an amount not to exceed $75,000 for FY 24/25.

This ratification and approval address a lapse in internal control and oversight in which vendor payments were processed and a Purchase Order was issued in excess of the per vendor per year limit set by the Commission and delegated to the Executive Director at $50,000. This action ensures transparency and alignment with the Commission's Contract and Procurement Policy (Version 4) and affirms corrective measures being implemented.

BACKGROUND

Security services at the Mecca Family Resource Center are funded through the Department of Public Social Services (DPSS) and have historically been provided under County-awarded vendor contracts. Services were previously authorized through a Fiscal Year 23/24 contract that expired June 30, 2024.

In August 2024, a Purchase Order was initiated for $75,000 under the same County-awarded contract. This process does not require the Executive Director's signature when opening the PO against the approved county contract, and the vendor was omitted from the Vendor List presented to the Commission for approval in September 2024. Subsequently, monthly payments were processed, and in March, the expenditure total reached $47,289, which was still within the per vendor per year threshold. However, in April, the cumulative payments to the vendor reached $53,000, resulting in the detection of the errors. These transactions identified the need for an improved process when leveraging a County approved Vendor for Commission business. Staff training on the improved process will be completed by June 30, 2025.

Commission action ratifies the prior spending and formally authorizes the contract for the remainder of the fiscal year.

On May 13, 2020 (Action Item 20-22), the Commission approved a Memorandum of Understanding (MOU) with DPSS for the management of the County's Family Resource Centers by First 5 Riverside County. DPSS provides funding to First 5 Riverside County for the operations of the FRCs.

RECOMMENDED ACTION

That the Commission:

1. Approve and ratify the issuance of a Purchase Order to Absolute Security International, Inc., using County-awarded contract RIVCO-99046-021-06/28 Inc., from July 1, 2024, through June 30, 2025, for an amount not to exceed $75,000.

BUDGET IMPACT

Adequate appropriation is included in the approved Fiscal Year 24/25 budget.
525320- 25800-938001-92975- FRCMECCA002

STRATEGIC PLAN RELEVANCE

Goal Area 3 - Resilient Families (92975)

POTENTIAL CONFLICTS OF INTEREST

None Known.

ATTACHMENTS

None.

E.4. **25-19:** Approve Five Contracts in Alignment with Riverside County Children and Families Commission Strategic Plan Through 2026 **[PROP 10 - AMOUNT NOT TO EXCEED $487,871 (FIVE CONTRACTS)]**

AGENDA ITEM: 25-19
DATE OF MEETING: May 14, 2025
ACTION: ☒
INFORMATION: ☐

APPROVE FIVE CONTRACTS IN ALIGNMENT WITH RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION STRATEGIC PLAN THROUGH 2026 [PROP 10 – AMOUNT NOT TO EXCEED $487,871 (5 CONTRACTS)]

SUMMARY OF REQUEST

Approve five (5) contracts noted in Attachment 1 – Tables 1 and 2, with partner agencies in alignment with the Riverside County Children and Families Commission 2023 – 2026 Strategic Plan, in an amount not to exceed $487,871 – Proposition 10 funds.

BACKGROUND

Two (2) partner agencies noted in Attachment 1 – Table 1 have been providing support and direct services on behalf of the Commission. Continued funding, in alignment with the adopted Strategic Plan for 2023-2026, will support new and existing clients. Two contracts are for the continued funding of Salesforce and Apricot 360 technical support.

Additionally, as detailed in Table 2, one (1) contract will be amended to extend the project period and allocate additional funding for drowning prevention-swim lessons.

Funding allocation within strategic plan goal areas is noted below.

COMPREHENSIVE HEALTH & DEVELOPMENT - CHD ($242,565): Proposition 10 funds, not to exceed **$192,565** for two (2) new contracts noted in Attachment 1 - **Table 1**, items 2 and 3. **Table 2**, item 5 is an existing contract that will be amended to extend the project period and include additional funding not to exceed **$50,000.**

COUNTYWIDE ADMINISTRATION/EVALUATION ($245,306): Proposition 10 funds, not to exceed **$245,306** for two (2) new contracts noted in Attachment 1 - **Table 1**, items 1 and 4 technical supports for Apricot 360 and Salesforce, which will be allocated to specific goal areas based upon actual costs.

RECOMMENDED ACTION

That the Commission:

1. Approve funding for five (5) contracts noted in Attachment 1 - Tables 1 & 2, for an amount not to exceed $487,871; and

2. Authorize the Executive Director, based on the availability of fiscal funding and as approved by County Counsel, to execute the necessary contracts, amendments, order forms, and purchase orders; and

3. Authorize the Executive Director or designee to sign amendments that exercise the options of contracts noted in Attachment 1 - Tables 1 & 2, on behalf of the Commission, including modifications of the statement of work that stay within the intent of said contract without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation has been included in the proposed FY 25/26 budget. Additional funding beyond FY 25/26 will be included in the subsequent fiscal year's proposed budget.

STRATEGIC PLAN RELEVANCE

All Goal Areas

POTENTIAL CONFLICTS OF INTEREST

None Known

ATTACHMENTS

1. Proposed Funding Partner Agency Contracts - Tables 1 & 2
2. CF25127 – Accenture, LLP
3. CF25134 – California Northstate University, LLC
4. CF25132 – Lifesaver Aquatics, LLC
5. CF25129 – Sidekick Solutions, LLC
6. CF25108 A1 – Family YMCA of the Desert

Action Item: 25-19

FIRST 5 RIVERSIDE COUNTY
PROPOSED FUNDING PARTNER AGENCY CONTRACTS
CFARC (FUND 25800)
ACTION ITEM 25-19 TABLE 1

Item #	Contract #	Action Item #	Partner Agency	F5RC Strategic Plan Goal	Contract type	Program ID	Contract Start	Contract End	Funding	Initiative/Program Brief Description	Proposed Funding Request: FY25/26 Budget	Proposed Funding Request: Total Contract Amount
1	CF25127	25-19	Accenture, LLP (Technical Support)	CW	Professional Services	92980	7/1/2025	6/30/2026	Prop 10	Technical Support - Salesforce	$ 98,280	$ 98,280
2	CF25134	25-19	California Northstate University	CHD	Investment of Funds	92945	7/1/2025	6/30/2026	Prop 10	Early Childhood Oral Health Assessment Sustainability	$ 92,565	$ 92,565
3	CF25132	25-19	Lifesaver Aquatics, LLC	CHD	Investment of Funds	92945	7/1/2025	6/30/2026	Prop 10	Drowning Prevention - Rescue Swim Lessons	$ 100,000	$ 100,000
4	CF25129	25-19	Sidekick Solutions, LLC (Technical Support)	CW	Professional Services	92980	7/1/2025	6/30/2026	Prop 10	Technical Support - A360	$ 147,026	$ 147,026
										TOTAL:	**$ 437,871**	**$ 437,871**

FIRST 5 RIVERSIDE COUNTY
PROPOSED AMENDED PARTNER AGENCY CONTRACTS
CFARC (FUND 25800)
ACTION ITEM 25-19 TABLE 2

Item #	Contract #	Action Item #	Partner Agency	F5RC Strategic Plan Goal	Contract type	Program ID	Contract Start	Contract End	Funding	Initiative/Program Brief Description	Total Contract Amount Before Amendment	Proposed Additional Funding Request: FY25/26 Additional Funding	Proposed Additional Funding Request: Total Additional Funding	Amended Total Contract Amount
5	CF25108 A1	25-19	Family YMCA of the Desert	CHD	Investment of Funds	92945	11/1/2024	6/30/2026	Prop 10	Drowning Prevention - Swim Lessons	$ 50,000	$ 50,000	$ 50,000	$ 100,000
										TOTAL:	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 100,000**

Proposed Funding Request: $ 487,871

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. CF25127
Riverside County Children and Families Commission
and
Accenture, LLP

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

1. **PROJECT**: CONTRACTOR shall perform services for the COMMISSION as stated in Attachments A and B and incorporated into this contract. CONTRACTOR shall perform these services in a complete, skillful, and professional manner. CONTRACTOR shall not provide any services which shall cause COMMISSION to incur additional costs beyond those stated in this Contract without the proper advance written consent of COMMISSION.
2. **TIME FOR PERFORMANCE**: The project shall begin on **07/01/2025** and shall be completed on or before **06/30/2026**, or at such other time as is mutually agreed upon in writing by COMMISSION and CONTRACTOR as provided herein.
3. **COMPENSATION**: The total amount of compensation to be paid to CONTRACTOR for the services to be provided pursuant to this contract (including any and all costs incurred by CONTRACTOR) shall not exceed **NINETY-EIGHT THOUSAND TWO HUNDRED EIGHTY dollars ($98,280)** for this contract.
4. **TERMINATION**: This contract may be terminated by CONTRACTOR or COMMISSION, for no cause, with a thirty (30) day written notice to the other party, as provided herein. In addition, it is mutually agreed and understood that the obligation of COMMISSION is limited and contingent upon the availability of Proposition 10 funds for payment to CONTRACTOR; and that this contract may be immediately terminated by COMMISSION if funds are no longer available. In the event COMMISSION abandons or postpones the project, or terminates the project for lack of funds, then COMMISSION shall make payment for all services provided by CONTRACTOR to the date of written notice of termination.
5. **LICENSES: COMPLIANCE WITH LAWS**: CONTRACTOR, including its employees and agents, shall maintain all licenses required by law or regulation while performing services under this contract. CONTRACTOR shall at all times comply with all laws and regulations applicable to the services provided pursuant to this contract.
6. **CONFIDENTIALITY**: CONTRACTOR shall maintain the confidentiality of information, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any individual person and which shall be used only for carrying out the obligation of CONTRACTOR under this contract. CONTRACTOR shall not disclose any information, except as specifically permitted by this contract. CONTRACTOR shall observe all Federal, State, County, and COMMISSION regulations concerning confidentiality of records.
7. **CONFLICT OF INTEREST**: The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
8. **WORK PRODUCT**: All reports, preliminary findings, or data assembled or compiled by CONTRACTOR under this Contract shall become the property of COMMISSION. COMMISSION reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without prior, written authorization from the COMMISSION.

9. **ADMINISTRATION**: The Executive Director of COMMISSION (or designee) shall administer this contract on behalf of COMMISSION.

10. **RECORDS AND REPORTS**: Contractor shall maintain accurate and complete financial and performance records for a minimum of two (2) years from the date of final payment under this contract, or until any relative County, State, and/or Federal audits of which Contractor is made aware of are completed, whichever is later, and shall maintain such records locally, to be made available for inspection by Contractor upon reasonable request.

11. **INSURANCE**: Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Contract. As respects to the insurance section only, the COUNTY herein refers to the COUNTY, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives.

    A. Workers' Compensation:

    If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B), including Occupational Disease, with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

    B. Commercial General Liability:

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

    C. Vehicle Liability:

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

    D. General Insurance Provisions - All lines:

    1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

    2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR's carriers shall either 1) reduce or

eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall furnish the COUNTY with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days' written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Contract, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.

7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

12. **INDEPENDENT CONTRACTOR**: CONTRACTOR and its employees and agents shall act at all times in an independent capacity with regard to performance of services rendered pursuant to this contract; and CONTRACTOR shall not act as, shall not be, and shall not in any manner be construed to be, agents, officers or employees of COMMISSION and/or of the COUNTY. There shall be no employer-employee relationship between COMMISSION and CONTRACTOR, or between the COUNTY and CONTRACTOR; and CONTRACTOR and its employees and agents shall not be entitled to any benefits payable to the COMMISSION employees. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR's behalf and for CONTRACTOR's employees, including but not limited to all federal and state income taxes and withholdings. COMMISSION shall not be

required to make any deductions from compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify COMMISSION, and/or COUNTY against any and all claims that may be made against COMMISSION, and/or COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this contract; and CONTRACTOR shall indemnify COMMISSION for any and all federal or state withholding or retirement payments which COMMISSION may be required to make pursuant to federal or state law.

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

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

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

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

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

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

    B. CONTRACTOR agrees to indemnify the COMMISSION for all federal/state withholding or state retirement payments, which the COMMISSION may be required to make by the federal or state government as a result of this Contract. If for any reason, CONTRACTOR is determined not to be an independent contractor to the COMMISSION in carrying out the terms of the Contract, such indemnification shall be paid in full to the COMMISSION upon

sixty (60) calendar days written notice to CONTRACTOR if a federal and/or state determination is made that such payment is required.

14. **NONDISCRIMINATION**: The CONTRACTOR shall not discriminate in the provision of its services, recruiting, hiring, promotion, demotion or termination practices on the basis of ethnic group identification, race, religious creed, color, ancestry, national origin, sexual preference, sex, marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action.

15. **NOTICES**: All correspondence and notices required or produced by this contract shall be delivered to the respective parties at the addresses set forth below, and are deemed submitted one (1) day after their deposit in the United States mail, postage prepaid:

COMMISSION:	**CONTRACTOR:**
Tammi Graham Executive Director First 5 Riverside County 585 Technology Court Riverside, CA 92507	Nevil Pesika Managing Director Accenture LLP 500 W. Madison Street Chicago, IL 60661

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

16. **GOVERNING LAW AND VENUE**: This contract is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the COUNTY, State of California. Should action be brought to enforce or interpret the provisions of this contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted. The provisions of the Government Claims Act (Government Code section 900, et seq.) must be followed first for any disputes under this contract.

17. **ASSIGNMENT**: Neither this contract nor any part thereof shall be assigned by CONTRACTOR without the prior written consent of COMMISSION.

18. **WAIVER**: Any waiver by COMMISSION of any one or more of the terms of this contract shall not be construed to be a waiver of any subsequent breach of the same or of any other term of this contract.

19. **ALTERATION AND/OR AMENDMENT**: No alteration or variation in the terms of this contract shall be valid unless made in writing and signed by both parties; and no oral understanding or Contract not incorporated herein by specific reference shall be binding on the parties. The terms contained in this contract shall represent the entire contract between the parties with respect to the services to be provided by CONTRACTOR.

20. **SEVERABILITY**: In the event any provision in this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

21. **DISALLOWANCE**: In the event CONTRACTOR receives payment for services under this contract which are later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to COMMISSION upon written request. COMMISSION retains the option to offset the amount disallowed from any payment due to CONTRACTOR under this contract, or under any other contract or agreement between CONTRACTOR and COMMISSION.

22. **CERTIFICATION OF AUTHORITY TO EXECUTE CONTRACT**: CONTRACTOR certifies that the individual signing below has authority to execute this contract on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this contract, including Attachments A and B.

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

Signature Page Follows

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

Authorized Signature for COMMISSION:	**Authorized Signature for CONTRACTOR:**
Tammi Graham, Executive Director	Nevil Pesika Managing Director
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	500 W. Madison Street Chicago, IL 60661
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: SCOPE OF SERVICE

Contractor: Accenture, LLP
Program: Evaluation Databases
Contract #: CF25127
Term: 07/01/2025 – 06/30/2026

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

Scope of Work Details:

Managed Services

For a monthly fee of EIGHT THOUSAND ONE HUNDRED NINETY ($8,190) CONTRACTOR shall provide 40 hours of Managed Services per month.

The services shall be provided as follows:

- Contractor shall assign a named resource to support the Riverside County Children and Families Commission.
- Configuration, Development, Business Analysis – all-inclusive resources as specific work activities require.
- Regular (weekly) meetings.
- Parking Lot Item Management.
- Other service needs as they arise and that fall within the scope of work of the Agreement.

Staffing

- Project Manager (Named Resource)
- Other staff as needed

ATTACHMENT B: PAYMENT PROVISIONS

CONTRACTOR shall be compensated for services rendered pursuant to this contract as follows. Total payments shall not exceed **NINETY-EIGHT THOUSAND TWO HUNDRED EIGHTY ($98,280)** dollars for this contract.

A. **Fee**: COMMISSION shall reimburse CONTRACTOR, upon submission by CONTRACTOR of an acceptable invoice for actual expenses incurred under the terms of this contract. Payment shall be due to CONTRACTOR within thirty (30) days of COMMISSION's receipt of the invoice.

1. Payment shall be made in accordance with satisfactory completion of the Milestones below and upon receipt of an acceptable invoice to include:

    a. CONTRACTOR's name,
    b. CONTRACTOR's address,
    c. Contract number,
    d. Assigned invoice number,
    e. Supporting documents (if applicable), and
    f. Payment amount due.

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

FISCAL YEAR 2025-2026				
Category	**Description**	**Unit Quantity**	**Unit Cost**	**Amount**
Operational Expenses	Salesforce Technical Support	**480**	**$204.75**	**$98,280**
SUBTOTAL:				**$98,280**

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

RCCFC AWARD:	**CF25134**
CONTRACTOR:	**California Northstate University, LLC**
CONTRACT TERM:	**07/01/2025 – 06/30/2026**
MAXIMUM REIMBURSABLE AMOUNT:	**$92,565**

Compensation: The CONTRACTOR designated above is hereby certified for an Investment of Funds in an amount not to exceed **NINETY-TWO THOUSAND FIVE HUNDRED AND SIXTY-FIVE DOLLARS ($92,565)** 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	James Chan, Director Office of Research and Sponsored Programs and Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	9700 West Taron Drive Elk Grove, CA 95757
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:	**CONTRACTOR:**
Tammi Graham Executive Director First 5 Riverside County 585 Technology Court Riverside, CA 92507	James Chan Director Office of Research and Sponsored Programs 9700 West Taron Drive Elk Grove, CA 95757

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 **07/01/2025** through **06/30/2026** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

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

6. TERMINATION

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

1. Termination for cause:

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

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

c. **Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.

e. **Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

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

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

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

8. DATA MANAGEMENT

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

successfully increase and measure the impact of 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 <u>any</u> 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 recognize that individual

COMMISSION members, COMMISSION Advisory Committee members, or staff to the COMMISSION are 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.

ATTACHMENT A: SCOPE OF WORK

Contractor: California Northstate University, LLC

Program: ECOHA Sustainability

Contract #: CF25134

Term: 07/01/2025 – 06/30/2026

The following activities by CNU in partnership with First 5 Riverside County will build on previous work and create, test, and establish the *Concentric Circles* system in Riverside County. No direct patient services are provided by California Northstate University. CNU provides training, system-building support and provider engagement. **Program Overview:**

California Northstate University (CNU) developed and implemented the Early Childhood Oral Health Assessment (ECOHA) program to empower home visitors to address the oral health needs of young children, pregnant women, and their families by integrating early preventive dental care into home visiting programming. Using training, decision support systems, parent education materials, ongoing monitoring and technical support CNU established the Riverside Early Childhood and Prenatal Dental Care Connect System (Riverside County Dental Care Connect System) to provide children with oral health assessments and to better connect children and families to needed dental care. This system is now well established in multiple home visiting agencies. In the past fiscal year, the program was expanded to additional agencies and the Family Resource Centers (FRCs). CNU completed a demonstration of the ability to complete Kindergarten Oral Health Assessments without the need for an on-site dental professional. The system, in which school staff collect parent and child information and capture photographs using a cell phone and an AI support system, all reviewed and interpreted by a remote dentist, was demonstrated to produce equally effective results compared to the results achieved by an on-site dental hygienist. The system has received widespread attention and is being implemented in other counties across California-based on this demonstration in Riverside. Building on the established home visiting programs, CNU demonstrated the ability for home visitors to apply fluoride varnish, a highly effective tooth decay preventive measure traditionally applied only by health professionals. This demonstration is also attracting wide attention as a model for expanding the reach of oral health care systems and engaging community organizations such as Riverside's home visiting agencies.

1. Transition Support for the ECOHA Program to First 5 Riverside County

CNU will work in partnership with First 5 Riverside County (F5RC) to transition support and management of the ECHOA activities to an ongoing and sustainable system managed by First 5 staff. CNU will continue to be available for consultation and technical support, but will gradually over the fiscal year, turn over monitoring and support for home visiting agencies and home visitors to First 5 staff. This transition will ensure that home visiting agencies and home visitors continue to conduct ECOHAs and POHAs, provide corresponding oral health education through motivational interviewing, and refer families whose children are at medium and high risk for dental disease for additional care.

Deliverable: By 6/30/2026, First 5 staff will be able to provide monitoring and support for home visiting agencies and home visitors in an ongoing and sustainable system managed by First 5 staff.

2. Expand the Role of Remote Assessment Services

Expand the role of home visitors, school staff, F5RC FRC staff, and other non-health licensed personnel working in First 5 supported programs to perform remote oral health assessments by providing and training them to use the Mouth Scan software system. This system allows non-health licensed people to capture mouth photographs using a cell phone with a simple guided photographic application. The images can be reviewed by an oral health professional and results in an oral health assessment. The assessment enhances the ability to perform risk categorization, expands the ability of community people to monitor oral health, and facilitates appropriate referrals

Deliverable: Approximately 60 home visitors, Family Resource Center staff, and others in First 5 supported programs will be trained to use the Smart Scan system to facilitate remote assessments.

3. Expand the Fluoride Varnish Application Program

Based on the results of the previous fiscal year's initial demonstration of Fluoride Varnish application by home visitors, CNU will revise the training and support materials and methods. The materials and training program will be developed and offered in an on-line, on demand program. Training and support for the application of Fluoride Varnish will be offered to all home visiting and other agencies participating in the ECOHA system.

Deliverable: Approximately 60 home visitors, Family Resource Center staff, and others in First 5 supported programs being trained and able to apply Fluoride Varnish.

4. Support Training for Community-Based Oral Health Educators

CNU will provide training aligned with guidance from the California Medi-Cal Dental Program regarding oral health education and referral roles that may be performed by Community Health Workers (CHWs). The program will focus on skill-building to support oral health education and navigation activities in community-based settings, including home visiting and family resource centers. CNU will make the training available in an online, on-demand format and will coordinate with authorized billing providers for shared learning, alignment with state guidelines, and best practice implementation.

Deliverable: Approximately 60 home visitors, Family Resource Center staff, and others in First 5-supported programs will be trained in oral health education and navigation strategies that align with CHW scopes of work and billing practices, where applicable.

5. Engage dental clinics and offices as partners in the *Concentric Circles* system

The creation of trained and certified home visitors, school staff and other personnel capable of being paid for performing application of Fluoride Varnish and being paid for performing parent and child education and referral services, will be a significant incentive for oral health providers to partner with the community organizations and agencies employing these individuals, thereby creating a long-term sustainable system of care.

Deliverable: CNU will work with Riverside County dental offices and clinics to engage them in ongoing partnership with First 5 supported organizations. CNU will develop the structure and protocols to create and support these relationships. This will result in developed and functioning partnerships with 10 or more oral health providers or organizations.

The activities described in this Scope of Work will lead to the development of a sustainable and interconnected system of oral health services and care in Riverside County.

ATTACHMENT B: BUDGET

Budget Start Date: 07/01/2025

Budget End Date: 06/30/2026

Total Amount: $92,565

FISCAL YEAR 2025-2026		
Category	**Description**	**Amount**
Personnel Expenses	Salaries Project Director	**$4,000**
Personnel Expenses	Salaries Program Director	**$2,000**
Personnel Expenses	Salaries Program Manager	**$1,000**
Personnel Expenses	Salaries Consultant	**$7,500**
Personnel Expenses	Salaries Dental Care Connect Dental Hygienist	**$36,000**
Benefit Expenses	Benefits @ 13% of Salaries	**$6,565**
Operational Expenses	Training & Education Materials	**$12,000**
Operational Expenses	Fluoride Varnish and related supplies	**$1,000**
Operational Expenses	Zoom subscription	**$450**
Operational Expenses	Remote Mouth Scan Subscription	**$12,000**
Operational Expenses	Travel	**$5,000**
Indirect Expense	Indirect Expenses 10% of Salaries	**$5,050**
SUBTOTAL:		**$92,565**

TOTAL CONTRACT BUDGET	**$92,565**

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **NINETY-FIVE THOUSAND FIVE HUNDRED AND SIXTY-FIVE DOLLARS ($92,565)** 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.

1) CONTRACT PERIOD: **07/01/2025 – 06/30/2026**

1. Method, Time, and Schedule Conditions of Payment

   a. The COMMISSION will disburse funds on a reimbursement payment process based on the Contract Budget (Attachment "B") amount for the applicable fiscal year and **Monthly** report submissions. Payment will be rendered 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 CF25134 'Contract') between the RCCFC and California Northstate University, LLC ('CONTRACTOR') and shall be effective as of the date the Contract is approved by both Parties (the 'Effective Date').

RECITALS

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

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

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

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

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

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

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

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

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 RCCFC participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

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

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 RCCFC 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 RCCFC pursuant to the Contract or as requested by the RCCFC; and,

(4) De-identify all PHI and/or ePHI of the RCCFC received by CONTRACTOR under this Addendum provided that the de-identification conforms to the requirements of the

Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.

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 RCCFC.

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

C. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the RCCFC 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 RCCFC to CONTRACTOR for services provided pursuant to the Contract.

4. Obligations of the RCCFC.

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

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

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

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

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

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

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

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 RCCFC 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 RCCFC.

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 RCCFC to the extent CONTRACTOR is to carry out the RCCFC'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.t

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 RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, 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 RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR §164.526.

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

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

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

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

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

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 RCCFC 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 RCCFC 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 RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

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

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

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

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

(2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than 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 RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

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 RCCFC and the County of Riverside, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR's obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR's expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.

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 RCCFC 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 RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside, is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

Termination.

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

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

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 RCCFC 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 RCCFC to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

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

County HIPAA Privacy Officer:	**HIPAA Privacy Manager**
County HIPAA Privacy Officer Address:	**P.O. Box 1569**
	Riverside, CA 92502
County HIPAA Privacy Officer Fax Number:	**(951) 955-HIPAA or (951) 955-4472**

ATTACHMENT F: USE OF DATA AND CONFIDENTIALITY

This Data and Confidentiality Agreement (the 'Addendum') supplements and is made part of Contract **CF25134** (the 'Contract') between the Riverside County Children and Familes First Commission, as a department of the County of Riverside ("COMMISSION") COMMISSION and California Northstate University, LLC (the 'CONTRACTOR') and shall be effective as of 07/01/2025 (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 that case records or personal information are 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 determined disclosure is in compliance with applicable law.

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

RCCFC AWARD:	**CF25132**
CONTRACTOR:	**Lifesaver Aquatics, LLC**
CONTRACT TERM:	**07/01/2025 – 06/30/2026**
MAXIMUM REIMBURSABLE AMOUNT:	**$100,000.00**

Compensation: The CONTRACTOR designated above is hereby certified for an Investment of Funds in an amount not to exceed **ONE HUNDRED THOUSAND DOLLARS ($100,000.00)** 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	Brent Cabrera, Owner and Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	39614 Tamarisk Street Murrieta, CA 92563
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:

Brent Cabrera
Owner
39614 Tamarisk Street
Murrieta, CA 92563

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 statutority established independant 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 **07/01/2025** through **06/30/2026** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

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

6. TERMINATION

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

1. Termination for cause:

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

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

c. **Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.

e. **Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

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

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

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

8. DATA MANAGEMENT

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

successfully increase and measure the impact of 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 <u>any</u> 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 recognize that individual

COMMISSION members, COMMISSION Advisory Committee members, or staff to the COMMISSION are 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 laws 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.

ATTACHMENT A: SCOPE OF WORK

Contractor: Lifesaver Aquatics, LLC

Program: Drowning Prevention

Contract #: CF25132

Term: 07/01/2025 – 06/30/2026

SOW Details:

The self-rescue instruction will be delivered using curriculum that teaches children the survival float (six months through five years of age) method as trained by SoCal Water Babies. The objective of the program is to reach children who are at high risk for drowning. Statistically, 85% of all in-water incidents happen when the child is fully clothed. To measure the effectiveness of the 'self-rescue' course and determine the student's skill level, including graduation eligibility, Lifesaver Aquatics, LLC will require the student to complete the rollback to float sequence while they are fully clothed. Parents and/or caregivers will also learn what constitutes direct supervision, the definition of adequate water supervision, information on organizations that offer CPR if they would like to take a class on their personal time to prepare them for an emergency, water and home safety checklists, and layers of protection to prevent drowning.
The number of lessons each student receives is based on the needs of the child. Each student's progress is unique, and the instructor will determine the appropriate number of lessons.
Lessons will be offered on a first-come first-served basis to families that meet one or more of the following criteria:
Children served by a First 5 Riverside County funded agency.
Children who have experienced a near drowning or who are at a greater risk for drowning (ex. Child lives near an open body of water).
Children of families eligible for public assistance including but not limited to
CalWorks
CalFresh
Medi-Cal
WIC
Quality Start Riverside County CAPP/RHAP
Other Criteria as approved by First 5 Riverside County that define eligibility
Participating children must be at least six months old to enroll.
Priority enrollment will be given to children that are at high risk for drowning: those living in a home with access to a pool, have a family member with a pool, infants/toddlers, children who have experienced near drowning and children involved in the child welfare system.

Targets:

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

1. The number of children who complete swim lessons:
    1. Child's age (6 months – 3 years) or (3 years – 5 years)
    2. Primary language spoken at home
    3. Child's ethnicity
    4. City of residence
    5. Zip Code residency

2. The number of children receiving refresher lessons
3. The number of families that received drowning prevention educational materials

On a quarterly basis, Lifesaver Aquatics, LLC will report the following Performance Progress Reports (PPR):

1. Activities and Accomplishments (Section 1 of 3)
2. Challenges and Course Corrections (Section 2 of 3)
3. Success Story (Section 3 of 3)

ATTACHMENT B: BUDGET

Budget Start Date: 07/01/2025

Budget End Date: 06/30/2026

Total Amount: $100,000.00

FISCAL YEAR 2025-2026		
Category	**Description**	**Amount**
	Swim Lesson Scholarship (New) Minimum of 100 children	**$80,000.00**
	Swim Lesson Scholarship (Refresher) Minimum of 50 children	**$20,000.00**
SUBTOTAL:		**$100,000.00**

TOTAL CONTRACT BUDGET	**$100,000.00**

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **ONE HUNDRED THOUSAND DOLLARS ($100,000)** 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.

1) CONTRACT PERIOD: **07/01/2025 – 06/30/2026**

1. Method, Time, and Schedule Conditions of Payment

   a. The COMMISSION will disburse funds on a reimbursement payment process based on the Contract Budget (Attachment "B") amount for the applicable fiscal year and **Monthly** report submissions. Payment will be rendered 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.

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. CF25129
Riverside County Children and Families Commission
and
Sidekick Solutions LLC

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

1. **PROJECT**: CONTRACTOR shall perform services for the COMMISSION as stated in Attachments A and B and incorporated into this contract. CONTRACTOR shall perform these services in a complete, skillful and professional manner. CONTRACTOR shall not provide any services which shall cause COMMISSION to incur additional costs beyond those stated in this Contract without the proper advance written consent of COMMISSION.
2. **TIME FOR PERFORMANCE**: The project shall begin on **07/01/2025** and shall be completed on or before **06/30/2026**, or at such other time as is mutually agreed upon in writing by COMMISSION and CONTRACTOR as provided herein.
3. **COMPENSATION**: The total amount of compensation to be paid to CONTRACTOR for the services to be provided pursuant to this contract (including any and all costs incurred by CONTRACTOR) shall not exceed **ONE HUNDRED FORTY-SEVEN THOUSAND AND TWENTY-SIX dollars ($147,026)** for this contract.
4. **TERMINATION**: This contract may be terminated by CONTRACTOR or COMMISSION, for no cause, with a thirty (30) days written notice to the other party, as provided herein. In addition, it is mutually agreed and understood that the obligation of COMMISSION is limited and contingent upon the availability of Proposition 10 funds for payment to CONTRACTOR; and that this contract may be immediately terminated by COMMISSION if funds are no longer available. In the event COMMISSION abandons or postpones the project, or terminates the project for lack of funds, then COMMISSION shall make payment for all services provided by CONTRACTOR to the date of written notice of termination.
5. **LICENSES: COMPLIANCE WITH LAWS**: CONTRACTOR, including its employees and agents, shall maintain all licenses required by law or regulation while performing services under this contract. CONTRACTOR shall at all times comply with all laws and regulations applicable to the services provided pursuant to this contract.
6. **CONFIDENTIALITY**: CONTRACTOR shall maintain the confidentiality of information, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any individual person and which shall be used only for carrying out the obligation of CONTRACTOR under this contract. CONTRACTOR shall not disclose any information, except as specifically permitted by this contract. CONTRACTOR shall observe all Federal, State, County and COMMISSION regulations concerning confidentiality of records.
7. **CONFLICT OF INTEREST**: The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
8. **WORK PRODUCT**: All reports, preliminary findings or data assembled or compiled by CONTRACTOR under this Contract shall become the property of COMMISSION. COMMISSION reserves the right to authorize others to use or reproduce such materials.

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

9. **ADMINISTRATION**: The Executive Director of COMMISSION (or designee) shall administer this contract on behalf of COMMISSION.

10. **RECORDS AND REPORTS**: Contractor shall maintain accurate and complete financial and performance records for a minimum of two (2) years from the date of final payment under this contract, or until any relative County, State, and/or Federal audits of which Contractor is made aware of are completed, whichever is later, and shall maintain such records locally, to be made available for inspection by Contractor upon reasonable request.

11. **INSURANCE**: Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Contract. As respects to the insurance section only, the COUNTY herein refers to the COUNTY, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives.

    A. Workers' Compensation:

    If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

    B. Commercial General Liability:

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

    C. Vehicle Liability:

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

    D. Cyber Liability:

    Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this 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, 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. Policy shall name the COUNTY as an Additional Insured.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR's carriers shall either 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall furnish the COUNTY with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Contract, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.

7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

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

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

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

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

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

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

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

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

C. CONTRACTOR agrees to indemnify the COMMISSION including by paying all reasonable costs and attorneys' fees, from any claim made by any third-party due to or arising out of: (i) the Services' infringement or violation of any intellectual property right or other proprietary right (including rights of privacy and publicity); and (ii) CONTRACTOR's violation of applicable law, provided that CONTRACTOR will have no obligations under this Section to the extent such claim is due to or arises from COUNTY's gross negligence or willful acts or omissions.

14. **NONDISCRIMINATION**: The CONTRACTOR shall not discriminate in the provision of its services, recruiting, hiring, promotion, demotion or termination practices on the basis of ethnic group identification, race, religious creed, color, ancestry, national origin, sexual preference, sex, marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action.

15. **NOTICES**: All correspondence and notices required or produced by this contract shall be delivered to the respective parties at the addresses set forth below, and are deemed submitted one (1) day after their deposit in the United States mail, postage prepaid:

COMMISSION:

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

CONTRACTOR:

Jeffrey Haguewood
Owner and Managing Director
403 South Lincoln Street Suite 4 PMB 15
Port Angeles, WA 98362

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

16. **GOVERNING LAW AND VENUE**: This contract is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the COUNTY, State of California. Should action be brought to enforce or interpret the provisions of this contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted. The provisions of the Government Claims Act (Government Code section 900, et seq.) must be followed first for any disputes under this contract.

17. **ASSIGNMENT**: Neither this contract nor any part thereof shall be assigned by CONTRACTOR without the prior written consent of COMMISSION.

18. **WAIVER**: Any waiver by COMMISSION of any one or more of the terms of this contract shall not be construed to be a waiver of any subsequent breach of the same or of any other term of this contract.

19. **ALTERATION AND/OR AMENDMENT**: No alteration or variation in the terms of this contract shall be valid unless made in writing and signed by both parties; and no oral understanding or Contract not incorporated herein by specific reference shall be binding on the parties. The terms contained in this contract shall represent the entire contract between the parties with respect to the services to be provided by CONTRACTOR.

20. **SEVERABILITY**: In the event any provision in this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

21. **DISALLOWANCE**: In the event CONTRACTOR receives payment for services under this contract which are later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to COMMISSION upon written request. COMMISSION retains the option to offset the amount disallowed from any payment due to CONTRACTOR under this contract, or under any other contract or agreement between CONTRACTOR and COMMISSION.

22. **CERTIFICATION OF AUTHORITY TO EXECUTE CONTRACT**: CONTRACTOR certifies that the individual signing below has authority to execute this contract on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this contract, including Attachments A and B.

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

24. **ORDER OF PREFERENCE**: In the event of a conflict between the terms and conditions included in the body of this Agreement and the terms and conditions included in any of the attachments hereto, the **order of precedence** shall be:

    A. Agreement;

    B. Attachment A: Scope of Service;

    C. Attachment D: Business Associate Agreement;

    D. Appendix I: Sidekick Solutions' Terms and Conditions;

    E. Exhibit A: Software;

    F. Exhibit C: Data Processing Service;

    G. Exhibit D: Sidekick Solutios Data Processing Agreement.

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

Authorized Signature for COMMISSION:	**Authorized Signature for CONTRACTOR:**
Tammi Graham, Executive Director	Jeffrey Haguewood, Owner and Managing Director and Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	403 South Lincoln Street Suite 4 PMB 15 Port Angeles, WA 98362
APPROVED AS TO FORM SIGNATURE:	
Kristine Bell-Valdez Supervising Deputy County Counsel	
Date Signed: 5/9/25	
ATTEST SIGNATURE:	
Lynn M. Stephens Executive Assistant IV	
Date Signed:	

ATTACHMENT A: SCOPE OF SERVICE

Contractor: Sidekick Solutions LLC
Term: 07/01/2025 – 06/30/2026

Sidekick Solutions LLC (Contractor) shall, under the direction of the Executive Director of the Riverside County Children and Families Commission a.k.a. First Five Riverside County (F5RC), or designee, provide services, in accordance with, but not limited to the specifications and Statement of Work (SOW) identified in this Attachment A, and incorporated herein by reference.

Purpose. To support the configuration, performance monitoring, workflow optimization, and automation of Apricot software through defined technical assistance services, aligned with First 5 Riverside County priorities and reporting needs.

Contractor will provide Professional Services for the Bonterra Impact Management (fka Apricot) software following both proactive continuous improvement and reactive support models.

Contractor will use subject matter experts in the Bonterra Impact Management product to deliver technical assistance, consulting, customization and enhancements to the product.

Proposed Services. Contractor shall provide ongoing support to maintain and improve Apricot data infrastructure, including new configuration builds, reporting logic support, and workflow automation based on First 5's requests

1. Services that are provided on a time basis shall include all time accrued pursuant the SOW, including time for scheduled and unscheduled meetings with F5RC, project management and coordination, time Contractor spend internally for peer review and quality assurance, and delivery of the Services.
2. Each virtual session scheduled and conducted as part of the Professional Services can be recorded, at Customer's request, and converted into a video file for Customer to keep. Contractor will limit the presentation of Customer's sensitive Data during meetings that are recorded.
3. Contractor will provide time estimates and scope clarification for all change requests in advance of implementation and track time by task and project area. Unless otherwise provided for in an Order Form or SOW, F5RC acknowledges that a request for services during the Term of this Contract shall constitute acceptance to invoice for the hours accrued in responding to these requests.

Requests for Approval and Acceptance. For any matter which Customer approval or acceptance of a Deliverable is required, or where Contractor has identified it will support the quality of the Services, All major configurations or new features must receive written approval from First 5 Riverside County prior to deployment into the live system.

Third-party Systems and Sidekick Solutions Software. Contractor may provide consultation on third-party tools at the direction of F5RC. No external platform integrations or subscriptions shall be implemented under this contract without written pre-approval Our recommendations to use Third-party Systems are dependent on a variety of factors, including the systems to be implemented in F5RC use case, the availability of a Third-party System's API or SFTP endpoints, and the formatting options of Third-party System features like import tools, reporting tools, and email notifications.

Additional Details. The Deliverables in the Statement(s) of Work will be completed in a timely manner as outlined in this Contract or as in a mutually agreed upon timeline between F5RC and Contractor.

F5RC will give Contractor timely access to detailed requirements materials that are reasonably needed to provide the Services. Contractor may provide templates as part of the Services to help F5RC develop requirements materials.

Points of Contact. F5RC will identify points of contact that Contractor will work with to deliver the Services. F5RC will ensure that these points of contact attend relevant meetings. Points of contact identified for Contractor are responsible for making decisions and answering questions, including Requests for Approval and Acceptance.

Amendments to SOW. The SOW may be amended with confirmation by F5RC via email or in a formal amendment signed by both F5RC and Contractor. If confirmation is given via email, all terms and conditions of this Attachment A will apply to the amended SOW.

Contractor will perform all work remotely. If travel is needed for the Services, Contractor will first obtain F5RC approval in the SOW. To perform the Services remotely, Contractor will use virtual collaboration technology. F5RC are responsible for obtaining and maintaining any equipment, software, and ancillary services needed to use virtual collaboration technology. Last-minute change requests or additions to the Services will impact timelines and the fees for the Service will be agreed upon in advance in a revised SOW.

Consultants. Unless otherwise specified in an SOW, Contractor will assign a consultant to F5RC based on availability. Although Contractor shall make every effort to assign the same consultant for the SOW, Contractor may reassign consultants to deliver the Services. Contractor's Managing Director, General Manager, and VP Professional Services are responsible for supervising the Services delivered in the SOW.

Services. The services, deliverables, timelines, tasks, responsibilities, assumptions, fee schedule, and any other details regarding Contractor’s performance of Professional Services or provision of the Data Processing Service, as applicable, are described in detail in this SOW. All services in this SOW will be combined into a project plan, which Contractor will define in collaboration with F5RC during the Planning and Requirements Discovery phase of the Services (as prioritized by F5RC).

Activities:

- Contractor will host regular meetings with stakeholders to set priorities and initiatives for work to be completed.
- Contractor will provide a report of hours consumed, by project or initiative, for each calendar month by the 10th of the following month.
- Contractor will manage a backlog of work and make that backlog visible to customer.
- Contractor will create a task for each request and frame out that request as an issue resolution, change request, or new user story; tracking the work associated with that request.
- Contractor will set meeting agendas, document meeting notes, and summarize action items for stakeholders.
- Contractor will provide technical assistance and consulting services; and where agreed upon complete development work in customer’s Apricot instance. This may include, but is not limited to:
    - Facilitate meetings, coaching and consulting calls, and lead user or administrator trainings

- Develop new procedures and processes, including drafting user guides and documentation and recording video tutorials
- Design and develop new forms, test form design alternatives, and propose and implement new system designs
- Design and develop reports in Apricot native reports or Apricot Results, including deployment as dashboards and bulletins where appropriate
- Complete bulk data management tasks like imports, data appends/updates, or data migrations
- Implement Apricot features like Workflows, Referrals, Registration Grid, Batch Entry, Connect, Intake forms, and Secure Web Forms, Dynamic fields and Queries, and Custom Report Expressions
- Design and develop user access systems for sites, programs, and permission sets for role-based access and record-level access (RLA)
- Support recurring or ongoing tasks including data quality reviews, interval reporting, or data appends/updates
- Support with change management, feature deployment, and user onboarding
- Recommendations for the implementation of Apricot best practices that are best fit for F5RC Apricot use cases
- Provide access to Contractor Apricot project lead via phone and email

- Contractor will complete other activities as agreed upon between Contractor and customer.

Deliverables:

Contractor shall provide the following deliverables, as applicable to the work assigned during the contract term:

- Recordings of meetings as requested by customer
- Specification documentation and design materials for builds in Apricot
- Configuration in Apricot for any new forms, workflows, or automations as requested
- Documentation of user acceptance testing for all new features
- Change log of production changes
- Other deliverables as agreed upon between Contractor and customer in writing.

Services Order

- Technical Assistance and Implementation Consulting
- Automation for Apricot (referral email and other task-based automation)
- DPSS file import automation, WPHS integration, and Salesforce integration
- Data Warehouse, Data Marts, and Business Intelligence
- Services Cloud Diagram.

Technical Assistance and Implementation Consulting

What benefit does this service offer First 5?	Why is this service being proposed for First 5?

• Technical services for consulting, implementation, development and expertise on First 5 "data and application platforms," with emphasis on Apricot by Bonterra and cloud data development
• Continuation of services that have been provided since 2020; at similar level of service.
• Technical assistance can be used (including the discounted rate) for other Sidekick Solutions services including:
  ○ Zapier workflow implementation
  ○ ETL pipeline development and release
  ○ Data mart and data development tasks
  ○ Analytics design and development
• Hours estimated include 255 hours of implementation projects and remaining hours for monthly technical assistance/support/implementation.
• Includes a 25% optional services expansion line as a not to exceed buffer budget as the roadmap evolves during the fiscal year term.
	• First 5 Riverside has new roadmap objectives for HVP 2.0 which will require services, including new reporting products.
	• First 5 Riverside has expressed interest in re-implementing the FRC data model and workflow in Apricot (or an alternative platform).
	• First 5 Riverside has requested data integration and automation services (proposed below) which our technical teams can deliver and support.
	• First 5 Riverside has requested assessment and implementation support for future, yet to be defined solutions such as integration with Whole Person Health, continuity with County information systems, potential transitions of existing platforms new applications, and expanded capabilities across a multi-application suite of tools (i.e. Apricot, SFDC, County Databases, DPSS systems, and State systems).
	• First 5 Riverside aims to implement data analytics and business process automation solutions for HVP and FRC in FY25-26 and FY26-27; these hours are discounted on a 2-year rate to support development of those solutions.

FY25-26

Category	Sku	Item	Fee type	Unit	Quan.	Rate	Amount	Notes
Exhibit B: Professional Services	TA-Apricot_ Retainer	Technical assistance plan for Apricot (monthly retainer)	Annual	Hours	340	$220.00	$74,800.00	7/1/2025-6/30/2026
Exhibit B: Professional Services	TA-Apricot_ Retainer	Technical assistance plan for Apricot (monthly retainer)	Annual	Hours	85	$220.00	$18,700.00	Optional NTE Technical Assistance services expansion at 25% of annual hours
						Exhibit B: Professional Services Subtotal	**$93,500.00**	
						TOTAL	**$93,500.00**	

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Automation for Apricot (referral email and other task-based automation)

What benefit does this service offer First 5?	Why is this service being proposed for First 5?
• Automate notification to providers when a new referral is assigned to them from the Home Visiting Program. • Notification will automate whether a First 5 user inputs the referral OR the referral is imported via the referral import procedure. • The Apricot connector for Zapier also enables other task-based automation to integrate Apricot via API (see more on the webinar here). • First 5 Riverside will receive a turnkey solution from design, development, testing, and deployment.	• After implementing a streamlined referral assignment mechanism from DPSS to Apricot, First 5 requested a solution for notifying providers that a new referral has been assigned. The new solution requires an API connector to facilitate the workflow. • First 5 is interested in additional automation and task-based efficiency integrating with Apricot, which the Zapier platform can support with the Apricot connector. • *First 5 Riverside will need to procure a license with Zapier at an estimated 2,000 tasks per month. Generally, we assume this to be $600 annually.*

Category	Sku	Item	Fee type	Unit	Quan.	Rate	Amount	Notes
Exhibit A: Software	ZAP-Apricot	Zapier Connector for Apricot	Annual	Auth	1	$3,726.00	$3,726.00	
						Exhibit A: Software Subtotal	**$3,726.00**	
Exhibit B: Professional Services	INT-ZAP_Imp	Zapier implementation (1 workflow)	One-time (T&M)	Hours	10	$220.00	N/A	TA plan hours can be used for this purpose.
						Exhibit B: Professional Services Subtotal	**$0.00**	
						TOTAL	**$3,726.00**	

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DPSS file import automation, WPHS integration, and Salesforce integration

What benefit does this service offer First 5?	Why is this service being proposed for First 5?

• Full automation of the DPSS file transfer process for opt-in, opt-out, and reverse referral (assuming the same template for each); removing the need of an Apricot administrator to handle the data and import the file.
  ○ First 5 will achieve an instantaneous resolution of data to Apricot rather than the 15-45 minute manual import process that is currently completed multiple times per week.
  ○ Allows for a future state where DPSS can drop the file without First 5 involvement; if that option is preferred.
  ○ Includes a pipeline whereby DPSS can provide a WTW file to the data warehouse to hydrate data monthly.
• Full automation of the WPHS data from County data collection system to a POST request into the Apricot participant document folder.
• Full automation of the de-identified visit data from Apricot to Salesforce contract management system so that home visiting providers enter and approve visits in Apricot exclusively; reducing HVP provider data entry tasks.
	• The current solution requires manual user intervention to achieve, and that process has been iterated to its maximum efficiency.
	• Service includes (x4):
	  ○ Design, development, testing of the ETL pipeline (i.e. set up)
	  ○ Hosted and managed annual service for pipeline integration
	  ○ Processing interval will immediate when a file is received to the SFTP location designated for the start of the pipeline
	• The DPSS WTW pipeline to the warehouse supplements the data warehouse service by allowing automated hydration of the WTW data set for HVP19 data mart reporting.
	• WPHS and Salesforce are two additional data systems that exist within the County's technology stack; integration to Apricot will reduce contractor and staff data processing tasks and increase data quality.

Category	Sku	Item	Fee type	Unit	Quan.	Rate	Amount	Notes
Exhibit B: Professional Services	TC-DPS_Imp	Data processing service design, development, and deployment	One-time (T&M)	Hours	35	$290.00	N/A	DPSS opt-in list/opt-out/reverse referral DPSS WTW monthly data TA plan hours can be used for this purpose at reduced rate.
Exhibit B: Professional Services	TC-DPS_Imp	Data processing service design, development, and deployment	One-time (T&M)	Hours	35	$290.00	N/A	WPHS to Apricot TA plan hours can be used for this purpose at reduced rate.
Exhibit B: Professional Services	TC-DPS_Imp	Data processing service design, development, and deployment	One-time (T&M)	Hours	35	$290.00	N/A	Apricot to Salesforce Visit Data (de-identified) TA plan hours can be used for this purpose at reduced rate.
						Exhibit B: Professional Services Subtotal	**$0.00**	
Exhibit C: Data Processing Service	DPS-ETL_auto	Data Processing Service ETL automation	Annual	Process	4	$3,600.00	$14,400.00	DPSS opt-in list/opt-out/reverse referral DPSS WTW monthly data WPHS to Apricot Apricot to Salesforce Visit Data (de-identified)
						Exhibit C: Data Processing Service Subtotal	**$14,400.00**	
						TOTAL	**$14,400.00**	

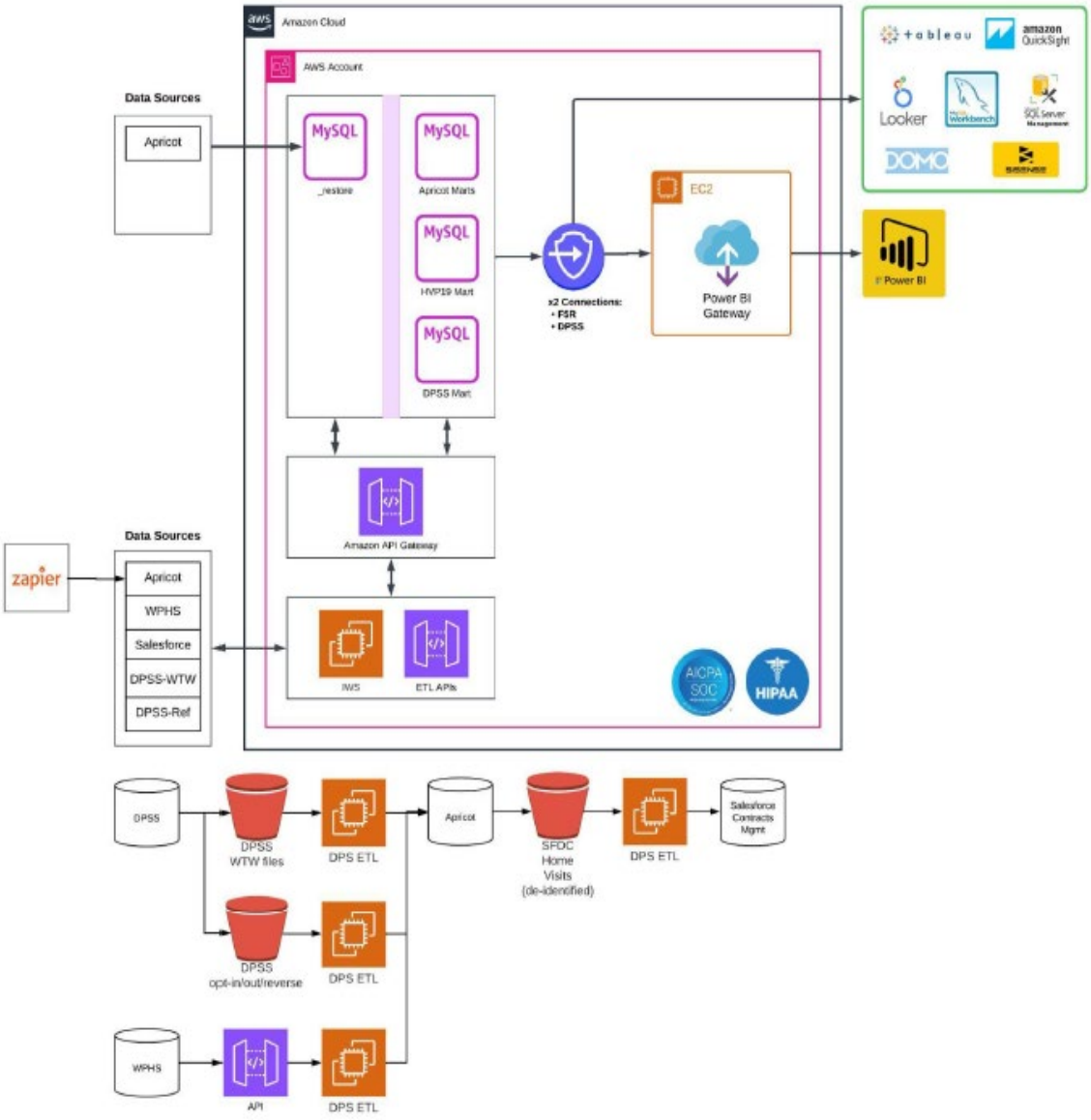
Data Warehouse, Data Marts, and Business Intelligence

What benefit does this service offer First 5?	Why is this service being proposed for First 5?
• First 5 Riverside achieves Power BI reporting capabilities for public dashboarding, greater sharing among stakeholders, and a modern BI tool for Apricot and DPSS data. • First 5 Riverside has a disaster recovery endpoint whereby data is hosted separately from Apricot. • First 5 Riverside has a data warehouse that can stage other data sources for unified reporting across separate applications and departmental silos. • First 5 Riverside can more readily union DPSS monthly data sets to HVP19 reporting requirements to produce real-time HVP19 reporting. • First 5 Riverside can provide DPSS a direct connection via MySQL workbench of Power BI so that DPSS can self-serve its own data sets and reporting requirements (i.e. RADS integration). • First 5 Riverside will have BI-ready and pre-formatted data marts for data compositions that cannot be readily created in Apricot reporting. • More information on this solution here.	• Create a data asset and backbone technology that can be used for expansion of applications, tools, and data sets beyond Apricot (yet remain flexible to integration requirements going forward). • Address report access issues presented by Apricot Results (administrator only) and allow for public dashboards and report access for users that don't have Apricot login. • Enhance data processing for HVP19, DPSS, and HVP month-over-month data sets to overcome limits on processing within the Apricot or any CRM platform. • *First 5 Riverside will need to procure the MySQL back-up file from Bonterra in order to restore data to the data warehouse proposed above. Generally, we assume this to be $2,500 one-time and $5,000 annually.* • *First 5 Riverside will need to procure Power BI or another BI tool, which is commonly found in Microsoft Office subscriptions that many of our customers use day to day.*

Category	Sku	Item	Fee type	Unit	Quan.	Rate	Amount	Notes
Exhibit A: Software	DWS-Apricot_Base	Data Warehouse Service (DWS) for Apricot	Annual	Auth	1	$19,800.00	$19,800.00	<2gb db size
Exhibit A: Software	DWS-BI_Scaling	Account-level data segmentation and connector authentication	Annual	Auth	1	$4,800.00	$4,800.00	Data connector and gateway for DPSS

						Exhibit A: Software Subtotal	**$24,600.00**	
Exhibit B: Professional Services	TC-DWS_Imp	Data warehouse implementation	One-time (T&M)	Hours	20	$220.00	N/A	TA plan hours can be used for this purpose.
Exhibit B: Professional Services	TC-DWS_Imp	Data mart development: HVP19 Data mart development: DPSS schema Data mart development: Month-over-month KPI	One-time (T&M)	Hours	120	$290.00	N/A	TA plan hours can be used for this purpose at reduced rate.
						Exhibit B: Professional Services Subtotal	**$0.00**	
Exhibit C: Data Processing Service	DPS-ETL-DWSmart	Data Processing Service DWS ETL custom data mart restore	Annual	Process	3	$3,600.00	$10,800.00	HVP19 data mart DPSS schema data mart Month-over-month KPI data mart
						Exhibit C: Data Processing Service Subtotal	**$10,800.00**	
						TOTAL	**$35,400.00**	

Services Cloud Diagram



ATTACHMENT B: PAYMENT PROVISIONS

CONTRACTOR shall be compensated for services rendered pursuant to this contract as follows. Total payments shall not exceed ONE HUNDRED FORTY-SEVEN THOUSAND TWENTY-SIX ($147,026) dollars for this contract.

A. **Fee**: COMMISSION shall reimburse CONTRACTOR, upon submission by CONTRACTOR, of an acceptable invoice for actual expenses incurred under the terms of this contract. Payment shall be due to CONTRACTOR within thirty (30) days of COMMISSION's receipt of the invoice.

1. Payment shall be made in accordance with satisfactory completion of the Milestones below and upon receipt of an acceptable invoice to include:

    a. CONTRACTOR's name,
    b. CONTRACTOR's address,
    c. Contract number,
    d. Assigned invoice number,
    e. Supporting documents (if applicable), and
    f. Payment amount due.

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a Monthly basis with input and submission completed by the 20th calendar day of the month following Contract performance. Fiscal expenditures occurring in the 4th quarter (April, May and June) may be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence.

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ATTACHMENT C - BUDGET TABLE

FISCAL YEAR 2025-2026				
Category	**Description**	**Unit Quantity**	**Unit Cost**	**Amount**
Operational Expenses	Software	**N/A**	**N/A**	**$28,326**
Operational Expenses	Consultant Hours	**425**	**$220**	**$93,500**
Operational Expenses	Data Processing Services	**7**	**$3,600**	**$25,200**
TOTAL:				**$147,026**

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ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the 'Addendum') supplements and is made part of (Contract CF25129 'Contract') between the RCCFC and Sidekick Solutions LLC ('CONTRACTOR') and shall be effective as of the date the Contract is approved by both Parties (the 'Effective Date').

RECITALS

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

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

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

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

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

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

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

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

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 RCCFC participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

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

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 RCCFC 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 RCCFC pursuant to the Contract or as requested by the RCCFC; and,

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

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. <u>Prohibited Uses and Disclosures.</u>

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 RCCFC.

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

C. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the RCCFC 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 RCCFC to CONTRACTOR for services provided pursuant to the Contract.

4. <u>Obligations of the RCCFC.</u>

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

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

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

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

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

5. **<u>Obligations of CONTRACTOR.</u>** 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 of45 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 RCCFC 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 RCCFC any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

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

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 RCCFC 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 RCCFC.

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 RCCFC to the extent CONTRACTOR is to carry out the RCCFC'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.t

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 RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, 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 RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR §164.526.

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

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

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

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

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

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 RCCFC 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 RCCFC 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 RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

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

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

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

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

(2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than 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 RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

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 RCCFC and the County of Riverside, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.

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 RCCFC 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 RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside, is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

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

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

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 the RCCFC 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 RCCFC to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

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

County HIPAA Privacy Officer:	HIPAA Privacy Manager
County HIPAA Privacy Officer Address:	P.O. Box 1569
	Riverside, CA 92502
County HIPAA Privacy Officer Fax Number:	(951) 955-HIPAA or (951) 955-4472

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APPENDIX I

SIDEKICK SOLUTIONS GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ('**General Terms'**) govern your (**'COUNTY'**) access to, provision, or use of Sidekick Solutions LLC's ('**Sidekick Solutions'**) products and services, as well as any work, deliverables, software, code, data processing services, or professional services specified in an Order Form or Statement of Work (the Software, Data Processing Service, and are collectively '**Services'**) or any other agreement between the parties that references these Sidekick General Terms. These Sidekick General Terms are effective as of the date of execution of any Order Form or Statement of Work between Sidekick Solutions and COUNTY ('**Effective Date'**).

1. **Defined Terms within Appendix I.**
    a. '**Agreement'** means these Sidekick General Terms, including all exhibits, along with all Order Forms and Statements of Work executed between COUNTY and Sidekick Solutions, the Exhibits A, C, & D to these General Terms, or other signed agreement between COUNTY and Sidekick Solutions that references these General Terms or an applicable Statement of Work.
    b. '**Data Processing Agreement**' or '**DPA**' means the Data Processing Agreement attached to these General Terms as Exhibit D, and if there is no Data Processing Agreement attached as Exhibit D, it means the Sidekick Solutions Privacy Policy at www.sidekicksolutionsllc.com/privacy-policy.
    c. **'Documentation'** means end-user documentation, training materials, technical documents, and other materials provided with the Software.
    d. '**Data Processing Service'** means an ''Extract, Transform, Load'' ('**ETL'**) data pipeline service provided by Sidekick Solutions and customized as specified in a Statement of Work.
    e. '**Professional Services'** means the professional services provided by Sidekick Solutions under this Agreement, as specified in a Statement of Work.
    f. '**Software'** means the software set forth in an Order Form, and any update, upgrade, release, or modification of the Software, including any updated Documentation, that Sidekick Solutions may provide under this Agreement from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software.

2. **Access to the Services.**
    a. **Authorized Users.** Sidekick Solutions will provide the Services solely for authorized employee and independent contractor end users or other end users mutually agreed between the parties ('**Authorized Users'**). These General Terms will govern each Authorized User's access to and use of the Services. In the event of a conflict between these General Terms and the terms in the Data Processing Agreement, applicable Order Form(s) or Statement(s) of Work, or other terms forming this Agreement, the terms in such agreements will prevail over these General Terms.
    b. **Applicability of Exhibits.** The terms and conditions in Exhibits A (Software), B (Professional Services), and C (Data Processing Service) apply only to the extent that COUNTY purchases the Services described in the relevant exhibit under an Order Form.
    c. **Access to Systems.** If requested by Sidekick Solutions, COUNTY will provide Sidekick Solutions with access to each of the applications or systems required to complete the Services (e.g., an administrator account, credential, or access permission) and they will remain active as

long as Sidekick Solutions continues to provide the Services, unless otherwise agreed by COUNTY and Sidekick Solutions.

3. **Intellectual Property Rights.**
    a. **Sidekick Solutions Intellectual Property.** As between Sidekick Solutions and COUNTY, Sidekick Solutions (or its licensors) is the sole and exclusive owner and will retain all right, title and interest in and related to the Services and Software. Sidekick Solutions or its third-party licensors own or have proprietary rights in all logos, trademarks, service marks, trade names, business processes, business procedures, patent rights, copyrights, trade secret rights, works of authorship, designations, designs, know-how, ideas, and information made or conceived or reduced to practice, in whole or in part, by Sidekick Solutions in connection with providing its services and technology to COUNTY ('**Intellectual Property'**). Sidekick Solutions owns and will retain ownership of all Intellectual Property, technology, work product, methods and templates used to produce the deliverable(s) specified in a Statement of Work ('**Deliverables**').
    b. **Licenses.** Sidekick Solutions hereby grants to COUNTY, upon receipt of payment for the Services, a limited, non-transferrable, non-assignable license to use, duplicate, and modify written materials provided to COUNTYs as part of Deliverables, in each case solely for COUNTY's own internal purposes. COUNTY is expressly prohibited from replicating, reproducing, creating derivative works from, or assigning the Deliverables, or any part thereof, to any third-party, for any purpose.
    c. **Intellectual Property Restrictions.** Except as provided in this Section 4 (Intellectual Property Rights), COUNTY may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, distribute, perform, display, or in any way exploit, any of the Deliverables, Software, or Services in whole or in part.

4. **COUNTY Data.**
    a. **Data Ownership.** As between Sidekick Solutions and COUNTY, COUNTY owns all data (e.g., text, sound, video, or image files) COUNTY provides or makes available to Sidekick Solutions (including data regarding COUNTY's end users) in connection with COUNTY's use of the Services ('**Data'**). COUNTY shall retain all right, title and interest in and to, and all intellectual property rights in, COUNTY Data and information provided by COUNTY in connection with the Services. The specific data sent or received in connection with the Services is defined by COUNTY's configuration of the Services or any relevant products and services provided by third parties ('**Third-Party Systems'**), including the type and amount of data sent or received. COUNTY is responsible for its configuration of the Services or Third-Party Systems and limiting or filtering data sent or received in connection with the Services or Third-Party Systems. By actively sending or receiving Data through the Services or enabling Sidekick Solutions to access COUNTY's account with a Third-Party System, COUNTY grants Sidekick Solutions permission to process COUNTY's Data in accordance with the configurations and settings COUNTY has applied to the Services or instructions set forth in a Statement of Work.
    b. **Rights.** COUNTY represents and warrants that it possesses sufficient rights in and to Data as may be necessary to permit the use contemplated under this Agreement.

5. **Confidentiality**
    a. **Breach of Confidentiality**. In the event of a breach of this Section 6 (Confidentiality), it is the duty of the breaching party to immediately notify the other party of the breach.
    b. **Return or Destruction of Confidential Information**. Unless otherwise required by applicable law or the Data Processing Agreement, within thirty (30) days of the termination of this

Agreement for any reason, a receiving party must: (i) cease the use of all Confidential Information of or relating to the disclosing party (or any affiliate of the disclosing party); and (ii) delete, and upon request, certify that it has deleted all documents and other materials in its possession or control containing, recording, or constituting that Confidential Information.

c. **Feedback**. COUNTY grants to Sidekick Solutions a perpetual, non-revocable license to use any feedback that COUNTY submits to Sidekick Solutions relating to the Services **('Feedback')**. Sidekick Solutions will not be required to treat any Feedback as confidential and will not be liable for any ideas or incur any liability as a result of any similarities that may appear in future Services.

6. **Restrictions; Compliance with Laws.**
   a. **Restrictions.** COUNTY may not post or transmit, or cause to be posted or transmitted, any communication designed or intended to obtain password, account, authentication information, or private information from any Sidekick Solutions user. COUNTY will not use any part of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store material that is deemed threatening or obscene, or engage in any kind of illegal activity. COUNTY will not attempt to circumvent or undermine any of Sidekick Solutions' technical measures, including by decompiling, reverse engineering, or disassembling the Services.
   b. **Compliance with Laws.** COUNTY will use the Services only in compliance with all applicable law (including laws related to spamming, privacy, intellectual property, consumer and child protection, obscenity, or defamation). COUNTY is responsible for determining whether the Services are suitable for COUNTY to use in light of any regulations like HIPAA, data protection laws, or other law.

7. **Verification and Compliance.**
   a. **Verification**. COUNTY must keep records relating to Services that it and its Authorized Users use or distribute. At Sidekick Solutions' expense, Sidekick Solutions may verify COUNTY's and its affiliates' compliance with this Agreement at any time upon thirty (30) days' notice. Sidekick Solutions may engage an independent auditor under nondisclosure obligations to perform the verification. COUNTY must promptly provide any information and documents that Sidekick Solutions or the auditor reasonably requests related to the verification and visual access to systems running the Services. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.
   b. **Remedies for non-compliance**. If verification reveals any unlicensed use, COUNTY must, within thirty (30) days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Sidekick Solutions' other remedies, if unlicensed use is 5% or more of COUNTY's total use of all Services, COUNTY must reimburse Sidekick Solutions for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current COUNTY price or the maximum allowed under applicable law, if less. Some fees for the Services are based on use. If COUNTY's use of such Services is irregular or exceeds reasonable and average use, Sidekick Solutions, upon thirty (30) days' notice, may increase the price for the Services for a reasonable period to reflect COUNTY's level of use.

8. **Limitation of Liability.**
   a. Sidekick Solutions' total liability under this agreement will not exceed three (3) times the amount paid by COUNTY to Sidekick Solutions under the applicable statement of work or order from during the twelve (12) month period prior to the event giving rise to the liability.

Exhibit A: Software

This Software Exhibit (the '**Software Exhibit'**) is part of the Agreement and applies to all Software.

1. **Services.** Sidekick Solutions will provide the Software to the COUNTY in accordance with the terms of the Agreement, including this Software Exhibit.

2. **Availability of Software.**

    a. Sidekick Solutions will make every reasonable effort to keep the Software operational. There will be periods of downtime for maintenance and upgrades. Sidekick Solutions will attempt to provide COUNTY with notice for scheduled downtime, but some downtime may be unscheduled, unexpected, or beyond our control. SIDEKICK SOLUTIONS MAKES NO GUARANTEE AS TO UPTIME OR AVAILABILITY OF THE SOFTWARE.
    b. Sidekick Solutions may limit the amount of data that you send or receive through the Software to ensure the stability of the Software. Sidekick Solutions will make every reasonable effort to notify COUNTY before limiting COUNTY's Software.

3. **Availability of Third-Party Systems.**

    a. The Software may integrate or interact with Third-Party Systems, based on your use or configuration of the Software. Sidekick Solutions has no control over the availability, performance, or functionality of Third-Party Systems. Sidekick Solutions is in no way responsible for any possible Third-Party System outages, downtime, errors, changes in configuration or status, or limitations in functionality.
    b. Third-Party Systems may be subject to their own terms and conditions separate from this Agreement. Certain Third-Party Systems are subject to terms and conditions other than those contained in this Agreement. COUNTY may view the relevant licenses and/or notices for such Third-Party Systems as provided by Sidekick Solutions. COUNTY agrees to comply with the terms and conditions contained in such licenses for the relevant Third-Party Systems.

4. **User License.**

    a. **Sidekick Solutions Software.** Sidekick Solutions grants COUNTY and its Authorized Users a non-exclusive, revocable, non-sublicensable, non-transferable right to install and use the Software as set forth in an Order Form and for the duration specified in such Order Form. The total number of Authorized Users may not exceed the amount set forth in the Order Form. Sidekick Solutions will own and retain all right, title, and interest in and to the Software, all improvements, enhancements, or modifications thereto, and all intellectual property rights related to any of the foregoing. All rights not expressly granted to COUNTY are reserved by Sidekick Solutions and its licensors.
    b. **Security Measures.** Sidekick Solutions may deny or suspend any individual's access to and/or use of the Software if Sidekick Solutions, in its reasonable discretion, believes that individual use of the Software would violate any provision of this Agreement. Sidekick Solutions may collect, maintain, process and use diagnostic, technical, usage and related information, including information about COUNTY's computers, systems and software, that Sidekick Solutions may gather periodically to improve the performance of the Software or develop updates. This information will be treated in accordance with Licensor's privacy policy, as amended from time to time, which can be viewed at: https://www.sidekicksolutionsllc.com/privacy-policy, a successor website address or the Data Processing Agreement.

5. **Acceptable Use.**

    a. Except as set forth in this Agreement or required under applicable law, COUNTY may not reproduce, duplicate, copy, sell, resell, access, modify, or otherwise exploit, in full or in part, any part of the Software for any purpose without Sidekick Solutions' prior written consent.
    b. Unless otherwise expressly agreed by the Parties in a Statement of Work, COUNTY will not: (1) copy the Software in whole or in part, (2) modify or download the Software or their contents; (3) make any use of the Software or their contents other than for internal business needs; (4) modify, translate, or create derivative works based on the Software or their contents; (5) use software robots, spiders, crawlers, or similar data gathering and extraction tools on the Software, or take any other action that may impose an unreasonable burden on Sidekick Solutions' infrastructure; (6) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software; or (7) rent, lease, distribute, sublicense, sell, assign, or otherwise transfer rights to use or access the Software.
    c. COUNTY agrees to use the Software in compliance with all applicable laws.

6. **Fees.** Unless otherwise set forth in an applicable Order Form, following your first payment: (a) for annual subscriptions, each year Sidekick Solutions will invoice you prior to the end of your annual subscription and you will pay such invoice within 30 days of such invoice date. COUNTY agrees that as of the Effective Date, it is obligated to pay the fees set forth in the applicable Order Form.

7. **COUNTY Obligations.** COUNTY will be responsible for obtaining and maintaining any equipment, software, and ancillary services needed to connect to, access, or otherwise use the Software, including, without limitation, Third Party Systems, software, modems, hardware, servers, operating systems, networking, web servers and the like (collectively, ''**Equipment**''). COUNTY will also be responsible for maintaining the security of the Equipment, COUNTY account, passwords, authentication credentials, files, and all uses of the Equipment that occur with or without COUNTY's knowledge or consent.

8. **Confidentiality Obligations.**

    a. COUNTY may provide non-public data to Sidekick Solutions to enable the provision of the Software ('**COUNTY Data'**). COUNTY Data is COUNTY's '**Confidential Information**.'
    b. Notwithstanding anything to the contrary, Sidekick Solutions will have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Software and related systems and technologies (including, without limitation, information concerning COUNTY Data and data derived therefrom), and Sidekick Solutions will be free (during and after the Term) to (i) use such information and data to improve and enhance the Software and for other development, diagnostic, and collective purposes in connection with the Software and other Sidekick Solutions Services; and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

9. **Registration and Security**.

    a. **Registering.** As a condition to using the Software, you and your Authorized Users may be required to supply Sidekick Solutions with certain registration information. You will provide Sidekick Solutions with accurate, complete, and updated registration information. Neither you nor your Authorized Users may share your password or login credentials with anyone. You are responsible for maintaining the confidentiality of such credentials.
    b. **Security.** Your Authorized Users must create their own respective account, subject to any applicable seat limits and such users' compliance with this Agreement. Both you and the Authorized User are responsible for all activity under such accounts. You will immediately

notify us of any actual or suspected unauthorized use of your or an Authorized User's account or any other breach of security you become aware of. Sidekick Solutions has the right to refuse registration of, suspend or terminate any Authorized User account in its discretion. Sidekick Solutions may further suspend access to the Software (including by refusing to send messages) in the event Sidekick Solutions reasonably believes such action is necessary due to your breach of this Agreement, breach of applicable law, or to protect the security or integrity of the Software or any data thereon; Sidekick Solutions will provide advanced written notice of such suspension, if reasonably practicable.

10. **COUNTY Support.** Sidekick Solutions will provide technical support to COUNTY via email on weekdays from 9:00 am to 5:00 pm pacific time, excluding Federal Holidays. COUNTY may send requests to support@sidekicksolutionsllc.com or other channels as directed by Sidekick Solutions. Sidekick Solutions will generally respond to requests within two (2) business days. TECHNICAL SUPPORT IS LIMITED TO SUPPORT FOR ERRORS PRESENTED BY SIDEKICK SOLUTIONS' SOFTWARE ONLY. Technical support does not include support to troubleshoot errors for Third-party Systems, or support for setup, implementation, configuration, or consulting. COUNTY may purchase Professional Services from Sidekick Solutions for a fee, including monthly Integration Account Maintenance services for error monitoring, resolution, and ongoing support. Integration Account Maintenance services are not included in the Software and are sold separately.

11. **Email Communications.** You agree that we may send email messages to you from time to time regarding the Software, planned downtime, errors, new features, and other communications that we believe are important to you.

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Exhibit B: Professional Services

This Section was moved to Attachment A.

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Exhibit C: Data Processing Service

This Data Processing Service Exhibit (the '**Data Processing Service Exhibit'**) is part of the Agreement and applies to Sidekick Solution's provision of the Data Processing Service to COUNTY.

1. **Services.** Sidekick Solutions will provide COUNTY with the Data Processing Service set forth in an Order Form and specified in a Statement of Work. Sidekick Solutions will implement and customize the Data Processing Service to COUNTY's requirements, which will be set forth in a Statement of Work. Sidekick Solutions may also provide other implementation and other Professional Services related to the Data Processing Service in a Statement of Work.

2. **Availability of Services.**

    a. Sidekick Solutions will make every reasonable effort to keep the Data Processing Services operational. There will be periods of downtime for maintenance and upgrades. Sidekick Solutions will attempt to provide COUNTY with notice for scheduled downtime, but some downtime may be unscheduled, unexpected, or beyond our control. SIDEKICK SOLUTIONS MAKES NO GUARANTEE AS TO UPTIME OR AVAILABILITY OF THE DATA PROCESSING SERVICE.
    b. Sidekick Solutions may limit the amount of data that you send or receive through the Data Processing Service to ensure the stability of the Services. Sidekick Solutions will make every reasonable effort to notify COUNTY before limiting COUNTY's Services.

3. **Availability of Third-Party Systems.**

    a. The Data Processing Services may integrate or interact with Third-Party Systems, based on your use or configuration of the Services. Sidekick Solutions has no control over the availability, performance, or functionality of Third-Party Systems. Sidekick Solutions is in no way responsible for any possible Third-Party System outages, downtime, errors, changes in configuration or status, or limitations in functionality.
    b. Third-Party Systems may be subject to their own terms and conditions separate from this Agreement. Certain Third-Party Systems are subject to terms and conditions other than those contained in this Agreement. COUNTY may view the relevant licenses and/or notices for such Third-Party Systems as provided by Sidekick Solutions. COUNTY agrees to comply with the terms and conditions contained in such licenses for the relevant Third-Party Systems.
    c. The Data Processing Services may be limited by the endpoints of a Third-party System. In cases where a functional limitation presented by a Third-party System impedes the design, delivery, or performance of the Services, Sidekick Solutions will prepare an assessment of the limitation along with alternatives for resolution, which may require a change in timeline or fees for the Services.

4. **Access.** Sidekick Solutions will implement the Data Processing Service for COUNTY. Unless otherwise specified in the Statement of Work, COUNTY will not have access to the processes, code, logs, monitoring, or other tools used in Sidekick Solutions' performance of its obligations under a Statement of Work.

5. **Fees.** Unless otherwise set forth in an applicable Order Form or Statement of Work, following your first payment, each year Sidekick Solutions will invoice you for the Data Processing Service prior to the end of your annual subscription and you will pay such invoice within 30 days of such invoice date.

6. **COUNTY Support.** Sidekick Solutions will provide technical support to COUNTY via email on weekdays from 9:00am to 5:00pm pacific time, excluding Federal Holidays. COUNTY may send requests to support@sidekicksolutionsllc.com or other channels as directed by Sidekick Solutions. Sidekick Solutions will generally respond to requests within two (2) business days. TECHNICAL SUPPORT IS LIMITED TO SUPPORT FOR ERRORS PRESENTED BY SIDEKICK SOLUTIONS'

DATA PROCESSING SERVICES ONLY. Technical support does not include support to troubleshoot errors for Third-party Systems.

7. **Email Communications.** You agree that we may send email messages to you from time to time regarding the Data Processing Services, planned downtime, errors, new features, and other communications that we believe are important to you.

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Exhibit D: Sidekick Solutions Data Processing Agreement

1. **Purpose.**
This Data Processing Agreement supplements and forms part of any existing, current, or future agreement (collectively the ‘‘**Agreement**’’) between the parties identified in that Agreement (each a ‘‘**Party**’’ and collectively, the ‘‘**Parties**’’). This Data Processing Agreement will be in effect as of the Effective Date of the Agreement; provided, however, the relevant obligations apply only to the extent that (i) Personal Data is subject to the Applicable Data Privacy Laws; and (ii) an Applicable Data Privacy Law has taken effect.

2. **Relationship with the Agreement.**
In the event of a conflict between this Data Processing Agreement and the Agreement, the Data Processing Agreement will control to the extent necessary to resolve the conflict. In the event the Parties use an International Data Transfer Mechanism and there is a conflict between the obligations in that International Data Transfer Mechanism and this Data Processing Agreement, the International Data Transfer Mechanism will control.

3. **Definitions.**
Capitalized terms used but not defined have the meanings given in the Agreement.
   a. ‘**Applicable Data Privacy Laws’** means all data protection and privacy laws applicable to the Processing of Personal Data under the Agreement, including the California Consumer Privacy Act (‘**CCPA**’); the Colorado Privacy Act, the Connecticut Act of 2022 Concerning Personal Data Privacy and Online Monitoring, the Utah Consumer Privacy Act of 2022, the Virginia Consumer Data Protection Act, and Regulation 2016/679 (General Data Protection Regulation) (‘**GDPR**’), in each case as amended from time to time and including any regulations promulgated thereunder.
   b. ‘**Controller**’ means the entity that determines the purposes and means of Processing Personal Data. ‘Controller’ includes equivalent terms in other Applicable Data Privacy Laws, such as the CCPA-defined terms ‘Business’ and ‘Third Party,’ as context requires.
   c. ‘**Data Breach’** means ‘breach of the security of the system,’ ‘security breach,’ ‘breach of security,’ ‘breach of system security,’ and other analogous terms referenced in Applicable Data Privacy Laws.
   d. ‘**Data Exporter**’ means the Party that (1) has a corporate presence or other stable arrangement in a jurisdiction that requires an International Data Transfer Mechanism and (2) transfers Personal Data, or makes Personal Data available to, the Data Importer.
   e. ‘**Data Importer**’ means the Party that (1) is located in a jurisdiction that is not the same as Data Exporter’s jurisdiction and (2) receives Personal Data from the Data Exporter or is able to access Personal Data made available by the Data Exporter.
   f. ‘**Data Subject**’ means an identified or identifiable natural person.
   g. ‘**Personal Data**’ means information that is linked or linkable, directly or indirectly, to an identified or identifiable natural person. ‘Personal Data’ includes equivalent terms in Applicable Data Protection Laws, such as the CCPA-defined term ‘Personal Information,’ as context requires.
   h. ‘**Processor**’ means an entity that Processes Personal Data on behalf of another entity. ‘Processor’ includes equivalent terms in other Applicable Data Privacy Laws, such as the CCPA-defined term ‘Service Provider,’ as context requires.
   i. ‘**Sensitive Data**’ means the following types and categories of data: Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, a mental or physical health condition or diagnosis, sex life or sexual orientation, citizenship or immigration status; genetic data; biometric data; government identification numbers; payment card information; unencrypted identifier or username in combination with a password or other access code that would allow access to an account; precise geolocation information; and information from a known child.
   j. ‘**Standard Contractual Clauses**’ means the European Union standard contractual clauses for international transfers from the European Economic Area (‘**EEA**’) to third countries, Commission Implementing Decision (EU) 2021/914 of 4 June 2021, available at

https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en.

k. '**Subprocessor**' means a Processor engaged by a Party who is acting as a Processor.
l. The following terms have the meanings assigned to them in Applicable Data Privacy Laws: '**Business**,' '**Business Purpose**,' '**Cross-Context Behavioral Advertising**,' '**De-identified Data**,' **'Process**' (and its cognates), '**Pseudonymous Data**,' '**Sale**' (and its cognates), '**Service Provider**,' '**Share**' (and its cognates), and '**Third Party**.'

4. **Description of the Parties' Personal Data Processing Activities and Status of the Parties.**
   a. Schedule 1 describes the purposes of Parties' Processing, the types or categories of Personal Data involved in the Processing, and the Categories of Data Subjects affected by the Processing.
   b. Schedule 1 lists the Parties' statuses under Applicable Data Privacy Laws.

5. **General Data Privacy Obligations.**
   a. The parties will comply with their respective obligations under Applicable Data Protection Laws, including by providing the same level of privacy protection that is required of Businesses under the CCPA.
   b. Upon request, Sidekick Solutions will provide reasonably relevant information to COUNTY to enable COUNTY to fulfill its obligations (if any) to conduct data protection assessments or prior consultations with data protection authorities.
   c. Sidekick Solutions will notify COUNTY if it determines that it can no longer meet its obligations under Applicable Data Privacy Laws.
   d. COUNTY warrants that (i) it has all rights necessary to provide the Personal Data to Sidekick Solutions and for Sidekick Solutions to Process the Personal Data in accordance with the Agreement and this Data Processing Agreement and (ii) it has made all necessary disclosures to Data Subjects for that disclosure and Processing.

6. **International Data Transfer.**
   a. Some jurisdictions require that an entity transferring Personal Data to a recipient in another jurisdiction take extra measures to ensure that the Personal Data has special protections if the law of the recipient's jurisdiction does not protect Personal Data in a manner equivalent to the transferring entity's jurisdiction (an '**International Data Transfer Mechanism**'). Parties will comply with an International Data Transfer Mechanism, including the Standard Contractual Clauses, that may be required by Applicable Data Privacy Laws.
   b. If the International Data Transfer Mechanism on which Parties rely is invalidated or superseded, Parties will work together in good faith to find a suitable alternative.
   c. With respect to Personal Data of Data Subjects located in a jurisdiction that requires an International Data Transfer Mechanism (e.g., the EEA, Switzerland, or the United Kingdom) that Data Exporter transfers to Data Importer, or permits Data Importer to access, the Parties agree that by entering this Data Processing Agreement they also enter the Standard Contractual Clauses, which will be incorporated by reference and form an integral part of the Agreement. Parties agree that, with respect to the elements of the Standard Contractual Clauses that require the Parties' input, Schedules 1-4 contain information relevant to the Standard Contractual Clauses and their Annexes. Parties agree that, for Personal Data of Data Subjects in the United Kingdom, Switzerland, or another country specified in Schedule 4, they adopt the modifications to the Standard Contractual Clauses listed in Schedule 4 to adapt the Standard Contractual Clauses to local law, as applicable.
7. **Sidekick Solutions' Obligations as Independent Controller.** If Sidekick Solutions is a Controller of Personal Data that is collected, exchanged, or otherwise Processed in connection with the Sidekick Solutions' performance of the Agreement (see Schedule 1), then:
   a. Sidekick Solutions acknowledges and agrees that Sidekick Solutions is independently responsible for compliance and will comply with Applicable Data Privacy Laws (e.g., obligations of Controllers).

b. Sidekick Solutions agrees to be responsible for providing notice to Data Subjects as may be required by Applicable Data Privacy Laws and responding to Data Subjects' requests to exercise their rights under Applicable Data Privacy Laws.
c. If Sidekick Solutions receives any type of request or inquiry from a governmental, legislative, judicial, law enforcement, or regulatory authority, or faces an actual or potential claim, inquiry, or complaint in connection with Parties' Processing of Personal Data provided to Sidekick Solutions by or on behalf of COUNTY, its affiliates, or their respective end users, or obtained or collected by Sidekick Solutions in connection with the purposes described in Schedule 1 (collectively, an '**Inquiry**'), then Sidekick Solutions will notify COUNTY without undue delay, but in no event later than ten (10) business days, unless such notification is prohibited by applicable law. Sidekick Solutions will promptly provide COUNTY with information relevant to the Inquiry, including any information relevant to the defense of a claim, to enable COUNTY to respond to the Inquiry.

8. **Sidekick Solutions' Obligations as a Processor, Subprocessor, or Service Provider.**
   a. Sidekick Solutions will have the obligations set forth in this Section 8 if it Processes the Personal Data of Data Subjects in its capacity as COUNTY's Processor or Service Provider; for clarity, these obligations do not apply to Sidekick Solutions in its capacity as an Independent Controller or Third Party.
   b. **Scope of Processing.**
      i. Sidekick Solutions will Process Personal Data solely for the Business Purposes specified in Schedule 1, to carry out its obligations under the Agreement, and to carry out COUNTY's documented instructions.
      ii. Processing any Personal Data outside the scope of the Agreement and this Data Processing Agreement will require prior written agreement between Sidekick Solutions and COUNTY.
      iii. Sidekick Solutions is prohibited from retaining, using, or disclosing the Personal Data (1) for any purpose other than the Business Purposes specified in Schedule 1, including retaining, using, or disclosing the Personal Data for a commercial purpose other than carrying out COUNTY's instructions, (2) outside of the Parties' direct business relationship, unless permitted by Applicable Data Privacy Laws, or (3) by combining Personal Data that Sidekick Solutions receives from, or on behalf of, COUNTY with Personal Data that it receives from, or on behalf of, another person or persons, or collects from its own interaction with the Data Subject, provided that Sidekick Solutions may combine Personal Data to perform any Business Purposes permitted by Applicable Data Privacy Law.
      iv. Sidekick Solutions will not Sell or Share the Personal Data that it collects or obtains pursuant to the Agreement.
   c. **Confidentiality.** Sidekick Solutions will ensure that each person who Processes Personal Data is subject to a duty of confidentiality with respect to such Personal Data.
   d. **Compliance**.
      i. Sidekick Solutions will assist COUNTY in complying with Data Subjects' requests to delete and correct Personal Data under Applicable Data Protection Law when COUNTY forwards such requests that it receives to Sidekick Solutions and will make available to COUNTY any Personal Data in its possession that COUNTY needs to respond to Data Subjects' requests to access their Personal Data.
      ii. Sidekick Solutions will make available to COUNTY, upon the COUNTY's reasonable request, all information in its possession necessary to demonstrate Sidekick Solutions' compliance with its obligations under Applicable Data Privacy Laws.
   e. **Permitted Activities.** Notwithstanding the foregoing prohibitions, Parties agree that Sidekick Solutions may, and COUNTY instructs Sidekick Solutions to, Process Personal Data for the following activities when necessary to support the Business Purposes specified in Schedule 1; detect data security incidents; protect against fraudulent or illegal activity; effectuate repairs; and maintain and improve the quality of the services provided for the Business Purposes specified in Schedule 1.

f. **Protected Health Information**. The parties agree that if the Services involve the processing of Protected Health Information ('PHI') as that term is defined at 45 C.F.R. § 160.103, the parties will enter into a business associate agreement ('BAA') that conforms to the applicable requirements under 45 Code of Federal Regulations ('C.F.R.') Parts 160, 162, and 164 implementing the privacy requirements ('Privacy Rule'), the security requirements ('Security Rule'), and breach notification requirements ('Breach Notification Rule') set forth in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ('HIPAA') as amended by regulations implementing Subtitle D of the Health Information Technology for Economic and Clinical Health Act ('HITECH Act') which is Title XIII of the American Recovery and Reinvestment Act, Public Law 111-5. The BAA will supersede this DPA to the extent there is a conflict. COUNTY may not disclose PHI that is subject to HIPAA to Sidekick Solutions or otherwise cause Sidekick Solutions to create, receive, maintain, or transmit such PHI unless the Parties have first entered into a BAA under HIPAA.

g. **Subprocessors.** If Sidekick Solutions discloses Personal Data to a Subprocessor for a Business Purpose, Sidekick Solutions and Subprocessor will enter into a written contract that prohibits the Subprocessor from (i) Selling or Sharing Personal Data; or (ii) retaining, using, or disclosing Personal Data for any purpose other than for the specific Business Purpose for which the Personal Data was disclosed. Sidekick Solutions will require any Subprocessor to comply with applicable obligations under Applicable Data Privacy Laws, including to provide the same level of privacy protection required of Businesses by the CCPA. Sidekick Solutions will notify COUNTY before engaging a Subprocessor and give COUNTY an opportunity to object to the engagement where required under Applicable Data Privacy Laws.

h. **Duration of Processing, Deletion and Return of Personal Data.** Sidekick Solutions shall retain Personal Data for a period coterminous with the term of the Agreement. At the expiration or termination of the Agreement, or upon request by COUNTY, Sidekick Solutions will, without undue delay: (1) return all Personal Data to COUNTY; or (2) upon request by COUNTY, destroy all Personal Data, in each case unless applicable laws expressly require otherwise or the Parties agree otherwise expressly in writing. For any Personal Data that Sidekick Solutions retains after expiration or termination of the Agreement, Sidekick Solutions will continue to comply with this Data Processing Agreement.

i. **Assessment and Remediation**.
    i. COUNTY may take reasonable and appropriate steps, as provided in Applicable Data Privacy Laws, to ensure Sidekick Solutions Processes the Personal Data, including De-identified Data and Pseudonymous Data, in a manner consistent with COUNTY's obligations under Applicable Data Privacy Laws, including by conducting reasonable assessments or audits, as provided by Applicable Data Privacy Laws. If COUNTY and Sidekick Solutions agree to an audit by a qualified and independent third party, Sidekick Solutions agrees to provide a report of such audit to COUNTY upon request.
    ii. If COUNTY discovers unauthorized use of Personal Data by Sidekick Solutions or Sidekick Solutions' Subprocessors, COUNTY may, upon notice, take reasonable and appropriate steps to remediate such unauthorized use.

9. **Security.**
    a. Sidekick Solutions will implement appropriate technical and organizational measures that will be no less than the measures in Schedule 3 to protect Personal Data from a Data Breach and to preserve the security and confidentiality of Personal Data.
    b. Upon becoming aware of a Data Breach, Sidekick Solutions will:
        i. Notify COUNTY without delay of the Data Breach, but in any case, no later than five (5) business days after becoming aware of the Data Breach;
        ii. Promptly investigate or perform required assistance in the investigation of the Data Breach and provide COUNTY with detailed information about the Data Breach, including a description of the Data Breach, the approximate number of Data Subjects affected, the Data Breach's current and foreseeable impact, and the measures Sidekick Solutions is taking to address the Data Breach and mitigate its effects; and
        iii. Promptly take all commercially reasonable steps to mitigate the effects of the Data Breach or assist COUNTY in doing so.

c. Sidekick Solutions will comply with this Section 9 at Sidekick Solutions' cost, unless the Data Breach arose from COUNTY's negligent or willful acts.
d. Sidekick Solutions must obtain COUNTY's written approval before notifying any governmental entity, individual, the press, or other third party of a Data Breach that affected Personal Data that Sidekick Solutions obtained from, or Processed on behalf of, COUNTY. Notwithstanding anything to the contrary in this Data Processing Agreement, Sidekick Solutions may notify a third party about a Data Breach affecting Personal Data if it is under a legal obligation to do so, provided that Sidekick Solutions must: (1) make every effort to give COUNTY prior notification, as soon as possible, if it intends to disclose the Data Breach to a third party; and (2) if it is not possible to give COUNTY such prior notification, notify COUNTY immediately once it becomes possible to give notification. For any disclosure of a Data Breach to a third party, Sidekick Solutions will, as part of its notification to COUNTY, disclose the identity of the third party and a copy of the notification (if the notification to the third party has not been sent, Sidekick Solutions will provide the draft to COUNTY and permit COUNTY to offer edits or updates).

10. **Miscellaneous.**
a. **Entire agreement.** This Data Processing Agreement is the Parties' entire agreement on this subject and merges and supersedes all related prior and contemporaneous oral understandings, representations, prior discussions, letters of intent, or preliminary agreements.
b. **No further amendment**. Except as modified by this Data Processing Agreement, the Agreement remains unmodified and in full force and effect.
c. **Contact Information.** Send support inquiries to support@sidekicksolutionsllc.com. Send privacy matters to privacy@sidekicksolutionsllc.com. Send security disclosure, vulnerability reports, or availability concerns to security@sidekicksolutionsllc.com; or to request a copy of our Responsible Disclosure Policy.

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Schedule 1: Description of the Processing

The nature, purpose, and subject matter of the processing is the provision of the Services as described in the Agreement, Order Form and Statement of Work, which includes the following processing activities.

Processing Activity	Status of the Parties	Categories of Personal Data Processed	Categories of Sensitive Data Processed	Categories of Data Subjects	Status of the Parties as Data Exporter or Importer (as applicable)	Applicable SCCs Module for International Personal Data transfers (as applicable)
(1) COUNTY discloses Personal Data to Sidekick Solutions in connection with the Business Purpose(s) listed below.	COUNTY is a Controller. Sidekick Solutions is a Processor/ Service Provider.	Any Personal Data that COUNTY discloses to Sidekick Solutions.	All types of Personal Data defined as Sensitive Data	COUNTY's employees, business contacts, independent contractors	COUNTY is the Data Exporter, and exports data from the EU, UK and/or Switzerland. Sidekick Solutions is the Data Importer, and imports data into the U.S.	Module 2; Module 3, if both COUNTY and Sidekick are data processors

Processing Activity	Status of the Parties	Categories of Personal Data Processed	Categories of Sensitive Data Processed	Categories of Data Subjects	Status of the Parties as Data Exporter or Importer (as applicable)	Applicable SCCs Module for International Personal Data transfers (as applicable)
(2) Sidekick Solutions creates account information for COUNTY's end users and collects usage information from them, for purpose of quality management and Service-related matters.	Sidekick Solutions is a Controller/Third Party. COUNTY is a Controller.	User ID. Usage/telemetry data about the end-user's device, e.g., device and browser identifiers (e.g., IP address, MAC address, identifiers stored in cookies) and information connected to such identifiers	None	COUNTY's employees, business contacts, independent contractors	COUNTY is the Data Exporter, and exports data from the EU, UK and/or Switzerland. Sidekick Solutions is the Data Importer, and imports data into U.S.	Module 1

Processing Activity	Status of the Parties	Categories of Personal Data Processed	Categories of Sensitive Data Processed	Categories of Data Subjects	Status of the Parties as Data Exporter or Importer (as applicable)	Applicable SCCs Module for International Personal Data transfers (as applicable)
(3) COUNTY contacts Sidekick Solutions for support.	COUNTY is a Controller. Sidekick Solutions is a Controller/Third Party.	Name, email address, user ID.	None	COUNTY's employees, business contacts, independent contractors,	COUNTY is the Data Exporter, and exports data from the EU, UK and/or Switzerland. Sidekick Solutions is the Data Importer, and imports data into U.S.	Module 1

Processing Activity	Status of the Parties	Categories of Personal Data Processed	Categories of Sensitive Data Processed	Categories of Data Subjects	Status of the Parties as Data Exporter or Importer (as applicable)	Applicable SCCs Module for International Personal Data transfers (as applicable)
(4) The Parties Process Personal Data of each other's representatives to, e.g., (a) administer and provide the Services; (b) manage invoices; (c) manage the Agreement and resolve any disputes relating to it; (d) respond and/or raise general queries; and (e) comply with their respective regulatory obligations.	Sidekick Solutions is a Controller/Third Party. COUNTY is a Controller.	Name, title, and contact information.	None	COUNTY's employees, business contacts, independent contractors,	COUNTY is the Data Exporter, and exports data from the EU, UK and/or Switzerland. Sidekick Solutions is the Data Importer, and imports data into U.S.	Module 1

Business Purposes

____ Processing related to counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with this specification and other standards.

_X__ Processing related to ensuring security and integrity, to the extent that the information is reasonably necessary for these purposes.

_X__ Debugging to identify and repair errors that impair existing intended functionality.

____ Short-term, transient use, including but not limited to non-personalized (*i.e.*, contextual) advertising shown as part of a Data Subject's current interaction with the Business, in the course of which the Data Subject's Personal Data is not disclosed to a Third Party and is not used to build a profile about the Data Subject or otherwise alter the consumer's experience outside of the current interaction.

_X__ Performing services on behalf of the Business, such as maintaining or servicing accounts, providing COUNTY service, processing or fulfilling orders and transactions, verifying COUNTY information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the Business.

____ Providing advertising and marketing services, not including Cross-Context Behavioral Advertising, to the Data Subject, in the course of which the Service Provider shall not combine the Personal Data of Data Subjects who have opted out of Sales or Sharing of Personal Data that the Service Provider received from or on behalf of the Business with Personal Data that the Service Provider receives from or on behalf of any other person or collects from its own interaction with Data Subjects.

_X__ Undertaking internal research for technological development and demonstration.

____ Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured for, or controlled by the Business, and to improve, upgrade, or enhance such a service or device.

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Schedule 2: Sidekick Solutions Subprocessors

Sidekick Solutions uses the Subprocessors listed here.

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Schedule 3: Technical and Organizational Security Measures

In its capacity as a Processor, Sidekick Solutions has implemented a written information security policy that addresses:

- Acceptable Use Policy
- Asset Management Policy
- Backup Policy
- Business Continuity/Disaster Recovery Plans
- Code of Conduct
- Data Classification, Retention, and Protection Policies
- Encryption and Password Policies
- Incident Response Plan
- Physical Security Policy
- Responsible Disclosure Policy
- Risk Assessment Policy
- Software Development Life Cycle Policy
- System Access Management Policy
- Vendor Management Policy
- Vulnerability Management Policy
- Security Awareness Training and Testing Policy

Sidekick Solutions uses a secure, third-party solution to facilitate transfers of personal and confidential data to and from its clients.

Sidekick Solutions has commissioned a third-party auditor for SOC 2 and HIPAA compliance and a third-party penetration tester. Our most recent audit reports are available on request after signing of a Non-Disclosure Agreement.

- SOC 2 Type 1 - 7-8-2024
- HIPAA - 7-8-2024

Sidekick Solutions makes available a confidential Trust Page and Security & Compliance Report detailing its security posture.

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Schedule 4: Jurisdiction-Specific Clauses

1. Jurisdiction-specific Obligations and Information for International Transfers.

1.1. Generally. The parties agree that, for any jurisdiction not listed below that requires an International Data Transfer Mechanism, they hereby enter into and agree to be bound by the EEA Standard Contractual Clauses for transfers of personal data from that jurisdiction unless (1) the parties otherwise agree in writing or (2) a jurisdiction promulgates its own International Data Transfer Mechanism, in which case the parties hereby agree to negotiate an update to this DPA to incorporate such International Data Transfer Mechanism.

1.2. European Economic Area.

1.2.1.'EEA Standard Contractual Clauses' means the European Union standard contractual clauses for international transfers from the European Economic Area to third countries, Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

1.2.2.For transfers from the EEA that are not subject to an adequacy decision or exception, the parties hereby incorporate the EEA Standard Contractual Clauses by reference and, by signing this DPA, also enter into and agree to be bound by the EEA Standard Contractual Clauses. The parties agree to select the following options made available by the EEA Standard Contractual Clauses.

1.2.2.1. Clause 7: The parties do not adopt the optional docking clause.

1.2.2.2. Clause 9(a) Module 2: The parties select Option 2. The time period is for the duration of the Offerings.

1.2.2.3. Clause 9(a) Module 3: The parties select Option 2. The time period is duration of the Offerings.

1.2.2.4. Clause 11(a): The parties do not select the independent dispute resolution option.

1.2.2.5. Clause 17: The parties select Option 1. The parties agree that the governing jurisdiction is the country in which the data exporter is established.

1.2.2.6. Clause 18: The parties agree that the forum is the country in which the data exporter is established.

1.2.2.7. Annex I(A): The statuses of the parties as Controllers or Processors and Data Exporters or Data Importers is described in Schedule 1.

1.2.2.8. Annex I(B): The parties agree that Schedule 1 describes the transfer.

1.2.2.9. Annex I(C): The competent supervisory authority is the data protection authority in the country in which the data exporter is established.

1.2.2.10. Annex II: The parties agree that Schedule 3 describes the technical and organizational measures applicable to the transfer.

1.2.2.11. Annex III: The parties agree that Schedule 2 describes the relevant subprocessors and their roles in processing personal data.

1.3. Switzerland. The parties agree to the following modifications to the EEA Standard Contractual Clauses to make them applicable to transfers of personal data from Switzerland.

1.3.1.The parties adopt the GDPR standard for all data transfers from Switzerland.

1.3.2.Clause 13 and Annex I(C): The competent authorities under Clause 13, and in Annex I(C), are the Federal Data Protection and Information Commissioner and, concurrently, the EEA member state authority identified above.

1.3.3.Clause 17: The parties agree that the governing jurisdiction is the country in which the data exporter is established.

1.3.4.Clause 18: The parties agree that the forum is the country in which the data exporter is established. The parties agree to interpret the EEA Standard Contractual Clauses so that data subjects in Switzerland are able to sue for their rights in Switzerland in accordance with Clause 18(c).

1.3.5.The parties agree to interpret the EEA Standard Contractual Clauses so that 'data subjects' includes information about Swiss legal entities until the revised Federal Act on Data Protection becomes operative.

1.4. United Kingdom.

1.4.1.'**IDTA**' means the International Data Transfer Agreement issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as modified by the UK Information Commissioner's Office from time to time.

1.4.2.For transfers from the United Kingdom that are not subject to an adequacy decision or exception, the parties hereby incorporate the IDTA by reference and, by signing this DPA, also enter into and agree to be bound by the Mandatory Clauses of the IDTA.

1.4.3.Pursuant to Sections 5.2 and 5.3 of the IDTA, the parties agree that the following information is relevant to Tables 1 – 4 of the IDTA and that by changing the format and content of the Tables neither party intends to reduce the Appropriate Safeguards (as defined in the IDTA).

1.4.3.1. Table 1: The parties' details, key contacts, data subject contacts, and signatures are in the signature block of the DPA.

1.4.3.2. Table 2:

1.4.3.2.1. The UK country's law that governs the IDTA is: England and Wales

1.4.3.2.2. The primary place for legal claims to be made by the parties is: England and Wales

1.4.3.2.3. The statuses of the Data Exporter and Data Importer are described in Schedule 1.

1.4.3.2.4. The Data Importer represents and warrants that the UK GDPR does apply to its processing of personal data under the Agreement.

1.4.3.2.5. The relationship among the agreements setting forth data protection terms among the parties, including this Section, the DPA, and the Agreement, is described in Section 1 of the DPA.

1.4.3.2.6. The duration that the parties may process personal data is set forth in the DPA.

1.4.3.2.7. The IDTA is coterminous with the DPA. Neither party may terminate the IDTA before the DPA ends unless one of the parties breaches the IDTA or the parties agree in writing.

1.4.3.2.8. The Data Importer may transfer personal data to another organization or person (who is a different legal entity) if such transfer complies with the IDTA's applicable Mandatory Clauses.

1.4.3.2.9. The Data Importer may only forward personal data to another organization or person (who is a different legal entity) if such other organization or person is a Subprocessor.

1.4.3.2.10. The parties will review the Security Requirements listed in Table 4, and the supplementary measures described in Schedule 3, to this DPA periodically and revise them as necessary.

1.4.3.3. Table 3:

1.4.3.3.1. The categories of personal data, Sensitive Data, data subjects, and purposes of processing are described in Schedule 1. Such description may only be updated by written agreement of the parties.

1.4.3.4. Table 4:

1.4.3.4.1. The security measures adopted by the parties are described in Schedule 3 of this DPA. Such security measures may only be updated by written agreement of the parties.

1.5. The parties agree to adopt the additional technical, organizational, and/or contractual protections that may be required by their transfer impact assessment described in Schedule 3 of this DPA.

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

Contractor: **Family YMCA of the Desert**

Contract No.: **CF25108 A1**

Address: **43930 San Pablo Ave**
Palm Desert, California 92260

WHEREAS, the Riverside County Children and Families Commission ("Commission") has entered into a Contract for Investment of Funds ("Contract") with Family YMCA of the Desert ("Contractor") for the provision of services, and the parties now wish to amend the Contract, to be effective as of **May 14, 2025.**

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

A. All references to the Contract term, shall be amended to:
November 01, 2024 – June 30, 2026
B. 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 **$50,000.00** to **$100,000.00**

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	Paula Simonds CEO and Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	43930 San Pablo Ave Palm Desert, California 92260
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 B-1: BUDGET

Budget Start Date: 11/01/2024

Budget End Date: 06/30/2026

Total Amount: $100,000.00

FISCAL YEAR 2024-2025		
Category	**Description**	**Amount**
Operational Expenses	Swim Lesson Scholarships (400 @ $125)	**$50,000.00**
SUBTOTAL:		**$50,000.00**

FISCAL YEAR 2025-2026		
Category	**Description**	**Amount**
Operational Expenses	Swim Lesson Scholarships (400 @ $125)	**$50,000.00**
SUBTOTAL:		**$50,000.00**

E.5.**25-20:** Approve FY 24/25 First 5 Riverside County Updated Vendor List for Vendors over $50,000

AGENDA ITEM: 25-20
DATE OF MEETING: May 14, 2025
ACTION: ☒
INFORMATION: ☐

APPROVE FY 2024/2025 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 includes approval of Amazon Business for office and event supplies. For purchase orders above $25,000 and less than $50,000, it includes Golden Start Technology (GST) expenses for computers and related equipment; Pechanga Resort Event Center, the venue for the Department's 25th Anniversary event; and Poder Consulting Group and Low-Income Investment Fund (LIIF), which provide quality early learning consulting services.

BACKGROUND

On March 12, 2025 (Action Item 25-13), the Commission previously approved a revised vendor list.

On January 22, 2025 (Action Item 25-07), the Commission approved the FY 2024/2025 revised annual budget and vendor list.

On May 8, 2024 (Action Item 24-15), the Commission approved the FY 2024/2025 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
Golden Start Technology - Computers & related equipment	$ 30,000
Amazon Business - Office & event supplies, books	$ 60,000
Pechanga Resort Casino - Venue for 25th Anniversary	$ 50,000
Poder Consulting Group - QEL Consulting	$ 50,000
Low Income Investment Fund - QEL Consulting	$ 50,000

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

FIRST 5 Riverside County

Cumulative Vendor List FY 24/25

	Vendor	Description	Action Item #	Commission Meeting Date	Approval by	Total	Action Item #	Commission Meeting Date	Approval by	Additional	Revised Total	YTD Expenditures as of 04/08/25
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	$ 67,857
3	LakeShore Parent LLC	Learning materials	24-15	05/08/24	Commission	$ 50,000	25-08	01/22/25	Commission	$ 25,000	$ 75,000	$ 7,230
4	Discount School Supply	Learning materials	24-15	05/08/24	Commission	$ 50,000	25-08	01/22/25	Commission	$ 25,000	$ 75,000	$ 45,145
5	CM School Supply	Learning materials	24-15	05/08/24	Commission	$ 50,000	25-08	01/22/25	Commission	$ 25,000	$ 75,000	$ 25,883
6	Kristin Gist Consulting	CHD Consulting	D.2	09/11/24	Executive Director	$ 50,000						$ 31,500
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	$ 67,602
8	Crash Creative	Videography	D.2	09/11/24	Executive Director	$ 30,500						$ -
9	City of Temecula	Swim lessons	25-07	01/22/25	Executive Director	$ 49,978						$ 7,680
10	Comprehensive Autism Center	Early Explorers Program	25-07	01/22/25	Executive Director	$ 34,114						$ 6,010
11	Family YMCA of the Desert	Swim lessons	25-07	01/22/25	Executive Director	$ 50,000						$ -
12	Teachstone Training LLC	Training - Reg 9 HUB	25-07	01/22/25	Commission	$ 63,500						$ 66,300
13	Riverside Convention Center Raincross Hospitality Management	QEL Conference	25-07 25-07	01/22/25	Commission	$ 100,000						$ 27,075
14	Hexagramm	DLL Books	25-07	01/22/25	Commission	$ 50,000						$ -
15	Book Vine	Learning materials	25-07	01/22/25	Commission	$ 50,000						$ -
16	Lysnn	Motivational interviewing training licenses	25-07	01/22/25	Executive Director	$ 49,900						$ -
17	Riverside County Information Technology	MicroSoft Licenses	25-07	01/22/25	Commission	$ 110,000						$ -
18	US Bank	County Credit Card Bank	25-13	03/12/25	Commission	$ 100,000						$ 59,571
19	City of Riverside	585 Technology Utilities	25-13	03/12/25	Commission	$ 30,000						$ 17,439
20	Absolute Security International Inc	Mecca FRC Security Services	25-20	05/14/25	Pending - Commission	$ 80,000						$ 53,382
21	Golden Start Technology (GST)	Computers & related equipment	25-20	05/14/25	Executive Director	$ 30,000						$ 161
23	Amazon Business	Office & event supplies, books	25-20	05/14/25	Commission	$ 60,000						$ 27,964
22	Pechanga Resort Event Center	Venue for 25th Anniversary	25-20	05/14/25	Executive Director	$ 50,000						$ 1,000
24	Poder Consulting Group	QEL Consulting	25-20	05/14/25	Executive Director	$ 50,000						$ -
25	Low Income Investment Fund	QEL Consulting	25-20	05/14/25	Executive Director	$ 50,000						

E.6. **25-21:** Approve Contract with Rady Children's Hospital San Diego to Support HealthySteps Sustainability from July 1, 2025 - June 30, 2026 **(CONTRACT NO. CF25130) [$902,137 - PROP 10 FUNDS]**

AGENDA ITEM: 25-21
DATE OF MEETING: Month Day, 2025
ACTION: ☒
INFORMATION: ☐

APPROVE CONTRACT WITH
RADY CHILDREN'S HOSPITAL SAN DIEGO
TO SUPPORT HEALTHYSTEPS SUSTAINABILITY
FROM JULY 1, 2025 – JUNE 30, 2026
(CONTRACT NO. CF25130)
[$902,137 – PROP 10 FUNDS]

SUMMARY OF REQUEST

Approve Contract No. CF25130 with Rady Children's Hospital San Diego for an amount not to exceed $902,137, effective July 1, 2025 – June 30, 2026, to support continued implementation of the HealthySteps pediatric integration model in Riverside County.

BACKGROUND

HealthySteps, a program of ZERO TO THREE (the National Center for Infants, Toddlers, and Families), is an evidence-based, team-based pediatric primary care program that promotes the health, well-being, and school readiness of babies and toddlers, with an emphasis on families living in low-income communities.

Since 2018, First 5 Riverside County has invested in pediatric care transformation through HealthySteps, an evidence-based model that strengthens developmental and behavioral support for young children during well-child visits. This contract continues that investment by funding HealthySteps Specialists and technical assistance across participating sites, ensuring low-income families with children ages 0–5 have access to integrated supports including developmental screenings, behavioral consultation, and parent navigation.

On July 10, 2024 (Action Item 24-18), the Commission approved Contract No. CF24130 with Rady for FY 2024–25 in the amount of $950,000. That agreement emphasized sustainability planning and deeper alignment with Medi-Cal billing.

On July 17, 2023 (Action Item 23-35), the Commission Approved and Ratified Contract No. CF24102 with Rady Children's Hospital for an amount not to exceed $1,059,663 effective July 1, 2023-December 31, 2024 for HealthySteps Sustainability Program Inclusive of an option for a 6-month extension based on Commission approval of additional funding.

On October 22, 2022 (Action Item No. 22-22) the Commission approved the First Amendment with Rady Children's Hospital-San Diego (Rady) Clinic for an amount not to exceed $1,554,500 effective July 1, 2021 – June 30, 2023.

January 27, 2021 (Action Item No. 21-02), Commission approved contracts in three strategic goal areas in alignment with Riverside County Children and Families Commission strategic plan through 2023.

On September 12, 2018 (Action Item 18-30), the Commission approved funding to support the pilot of HealthySteps, which included Rady Children's Hospital. Funding for this project period was to support the continuance of the HealthySteps program to allow sustainability efforts to come to full fruition to make the program self-sustaining by utilizing billable services.

FUNDING FOR THIS PROJECT PERIOD

This contract reflects the final year of investments under the current Strategic Plan (2023–2026). During this period, Rady will continue sustainability efforts by expanding Medi-Cal billing, increasing pediatric volume at participating clinics, and working with managed care partners to integrate the model into long-term care and payment strategies. Performance milestones will track family access, pediatric engagement, and progress toward fiscal independence. The updated Scope of Work also reflects Rady Children's Hospital's increased capacity to bill Medi-Cal and generate alternate revenue streams. These advancements are reducing reliance on Prop 10 funds and positioning the HealthySteps model for long-term financial sustainability through integration with the Federally Qualified Health Center (FQHC) structure and managed care billing strategies.

Additionally, this contract includes planning for the development of a pilot, partnering with the Hemet site in collaboration with Riverside County Department of Public Social Services (DPSS). This pilot is intended to integrate child welfare referrals with pediatric care coordination and will require cross-agency infrastructure to support data-sharing, client matching, and systems navigation. Staff request authority to receive and accept revenue from DPSS or other partners in support of this pilot and to execute a multi-agency Memorandum of Understanding (MOU) with DPSS and participating entities for the purpose of joint implementation and data-sharing.

RECOMMENDED ACTION

That the Commission:

1. Approve Contract No. CF25130 with Rady Children's Hospital San Diego for an amount not to exceed $902,137 effective July 1, 2025 – June 30, 2026, and authorize the Executive Director or designee to sign the contract on behalf of the Commission, subject to County Counsel approval as to form; and

2. Authorize the Executive Director or designee, based on the availability of funding and as approved by County Counsel, to sign amendments that modify the Statement of Work or reporting requirements within the scope and intent of the original contract, without requiring further action from the Commission; and

3. Authorize the Executive Director or designee to negotiate and execute a multi-agency Memorandum of Understanding (MOU) with Riverside County Department of Public Social Services (DPSS) and other participating entities in support of a pilot at the Hemet site, focused on shared care coordination, and service integration for child welfare-involved families; and
4. Authorize the Executive Director or designee to accept and apply revenue from DPSS or other sources in support of this pilot, and to amend the contract with Rady Children's Hospital San Diego up to an additional amount [$275,000], subject to County Counsel approval as to form and availability of funding.

BUDGET IMPACT

Adequate appropriation has been included in the approved FY 25/26 budget to support funding for this initiative 938001-25800-92945-527980)

STRATEGIC PLAN RELEVANCE

Goal Area 2 - Comprehensive Health & Development (92945)

POTENTIAL CONFLICTS OF INTEREST

None Known

ATTACHMENTS

1. CF25130 A0-Rady Children's Hospital San Diego -HealthySteps

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

RCCFC AWARD:	**CF25130**
CONTRACTOR:	**Rady Children's Hospital San Diego**
CONTRACT TERM:	**07/01/2025 – 06/30/2026**
MAXIMUM REIMBURSABLE AMOUNT:	**$902,137**

Compensation: The CONTRACTOR designated above is hereby certified for an Investment of Funds in an amount not to exceed **NINE HUNDRED AND TWO THOUSAND ONE-HUNDRED AND THIRTY-SEVEN DOLLARS ($902,137)** 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	Charles Davis MD, Regional President San Diego County and Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	3020 Children's Way MC 5118 San Diego, CA 92123
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:	**CONTRACTOR:**
Tammi Graham Executive Director First 5 Riverside County 585 Technology Court Riverside, CA 92507	Charles Davis MD Regional President San Diego County 3020 Children's Way MC 5118 San Diego, CA 92123

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 statutority established independant 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 **07/01/2025** through **06/30/2026** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

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

6. TERMINATION

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

1. Termination for cause:

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

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

c. **Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.

e. **Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

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

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

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

8. DATA MANAGEMENT

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

successfully increase and measure the impact of 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 <u>any</u> 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.

ATTACHMENT A: SCOPE OF WORK

Contractor: Rady Children's Hospital San Diego

Program: HealthySteps

Contract #: CF25130

Term: 07/01/2025 – 06/30/2026

Program Overview:

The HealthySteps (HS) program was designed to enhance the ability of pediatric practices to serve families with young children. Children served include low-income individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under the State plan of Title XIX of the Social Security Act. It is an evidence-based, interdisciplinary pediatric primary care program that ensures babies and toddlers receive nurturing parenting and have healthy development. Services are divided into three (3) tiers that include, Universal Services (Tier 1), Short Term Supports (Tier 2), and Comprehensive Services (Tier 3).

Tier 1 services are provided to all participating children. These services include child developmental, social-emotional and behavioral screenings, family needs screenings, and access to a child development support line. Children and families with screenings producing mild concerns will receive Tier 2 services.

Tier 2 services include all Tier 1 services and add child development and behavioral consults, care coordination/case management and systems navigation, positive parenting guidance and information, and access to early learning resources.

Families most at risk receive Tier 3 services, which include all Tier 1 and Tier 2 services, and ongoing, preventative team-based well-child visits conducted at the practice or at the family's home.

Major aspects of HS include:

- Enhanced well-child care: Well child office appointments, conducted jointly or sequentially by a pediatrician, family physician, or nurse practitioner, and a HealthySteps Specialist (HSS), are designed to answer parents' questions about child development; to identify and respond to 'teachable moments' and to encourage early reading activities as part of the Reach Out and Read Program.
- Child development telephone information line: HSS at each site staff a telephone line to answer parents' questions about day-to-day worries and developmental concerns.
- Child development and family health check-ups: Check-ups with developmental assessments are conducted to detect signs of developmental or behavioral problems and to identify family health risks.
- Written materials for parents that emphasize prevention and health promotion: Parents receive materials prior to and during office visits that address medical, developmental, and practical topics. Parents also receive a Child Health and Development Record that chronicles immunizations, physical growth, developmental milestones, and parental concerns through age 18.
- Linkages to community resources: The HSS at each site compile a book listing community resources. At some sites, HSS have developed a bulletin board in the practice that displays a variety of information pertinent to child development and community resources.

HealthySteps Specialist

The key feature of the HS program is the HSS. HS Specialists are professionals with training in early childhood development, nursing, or social work. The HSS offers screening and support for common and complex concerns that physicians often lack time to address, including feeding, behavior, sleep, attachment, depression, social determinants of health, and adapting to life with a baby or young child. They are trained to provide families with parenting guidance, support between visits, referrals, and care coordination, all specific to their needs.

HS positively affects both children and their families. National evaluations of families receiving Tier 2 and Tier 3 services show long-term outcomes (3+ years) of:

- Improved perceptual, motor and physical development
- Enhanced social-emotional well-being
- Improved cognitive skills
- Enhanced language and communication skills
- Improved approached to learning

CONTRACTOR will perform screening and assessments of the following types:

- **Maternal Depression** – Edinburgh Postnatal Depression Scale (EPDS) or Patient Health Questionnaire (PHQ)-2/9
- **Family Needs** – HealthySteps Family Needs Questionnaire or similar tool
- **Developmental Screening** – Ages and Stages Questionnaire, Third Edition (ASQ-3) or Parents' Evaluation of Developmental Status – Developmental Milestones (PEDS-DM)
- **Social-Emotional/Behavioral Screening** – Ages and Stages Questionnaire: Social-Emotional, Second Edition (ASQ-SE2) or Baby Pediatric Symptom Checklist (BPSC)
- **Autism Screening** – Modified Checklist for Autism in Toddlers, Revised with Follow-up (M-CHAT-R/F) or Parent's Observations of Social Interactions (POSI)
- **Adverse Childhood Experience Screening** – PEARLS (Pediatric ACEs and Related Life-Events)-100% Implementation by year 1 See screening/assessment schedule, Table 1. Recommendation are based on Bright Futures/AAP Periodicity Schedule (April 2017).

TABLE 1: SCREENING AND ASSESSMENT SCHEDULE

	MATERNAL DEPRESSION	FAMILY NEEDS*	SOCIAL-EMOTIONAL/BEHAVIORAL SCREENING	DEVELOPMENTAL SCREENING**	AUTISM SCREENING
1-Month	X	X			
2-Month	X				
4-Month	X				
6-Month	X		X		
9-Month		X		X	
12-Month			X		
15-Month		X			
18-Month				X	X
24-Month		X	X		X
30-Month				X	
36-Month		X	X	X	

* HealthySteps Family Needs Questionnaire
** Developmental Surveillance for 36-month screening

Sustainability

First 5 Riverside County (F5RC) invests in evidence-based models, such as HS that can become sustainable and scalable over time, thus transitioning from funding direct services to enhancing service delivery to the goal of systems and policy change. Due to the changing context and sustainability

landscape of dyadic care, another year of funding is needed to stand-up the three expansion sites and prepare all sites for greater fiscal independence and less reliance on outside funding.

Sustainability of the HS program will be achieved through various billing opportunities, tailored technical assistance, increasing the pediatric population served at each site, and partnership with the local managed care plans. Contractor will report Profit and Loss data related to the Program. Financial reporting will include reconciliation for billable services, number of patients seen for billable Tier 1, 2, and 3 visits, as well as a breakdown of net revenue, expenses (HSS salaries and benefits), and Profit and Loss.

Over this next year, the HS model will be integrated and funded through the FQHC program and sustainable without FSRC funding.

Contractor will continue to collaborate with Health Management Associates (HMA), the Zero to Three National Office, and Inland Empire Health Plan (IEHP) on expansion and sustainability strategies, participate in HealthySteps Learning Collaboratives by Health Management Associates in partnership with F5RC, focusing on long-term sustainability planning and billing opportunities in connection with IEHP and Medi-Cal funding for the program. The aim of this cooperation is to ensure understanding of and leverage billing opportunities (such as Enhanced Care Management, Dyadic Care benefit, Family Therapy Benefit, Community Health Workers) available through Medi-Cal and other funders/insurance to support the program.

Expansion

HealthySteps Learning Collaborative will develop readiness criteria for expansion of HS for existing agencies, and for other qualified agencies. Including training and certification from Zero to Three National Office, IT-support, and ramp-up and hiring costs for the initial implementation phase.

Sustainability Milestones

Report and demonstrate long-term sustainability, public awareness, and policy change activities in the Performance Narrative quarterly reports. For existing sites and upon implementation of new sites, reporting milestones include:

Months 1-6:

Develop a plan with health plan partners and F5RC to leverage billing opportunities available through Medi-Cal to support the program. The plan shall include a report on what percentage of the HS program is covered by Medi-Cal, what codes are being used and forecast recovery revenue for the remainder of the contracting period.

Months 7-12:

Provide documentation demonstrating an increased percentage of HS visits covered by Medi-Cal from the previous 6-month period. Participate in a mid-year reconciliation of revenue received by the HSS for billable services and any other funding source which will be used to reduce/offset the cost of the contract.

Zero to Three National Office (ZTT) Annual Report

Contractor will attach a copy of their annual ZTT HS report as an attachment to the invoice of the period in which it is submitted to ZTT.

Cross Systems Integration - Opportunities

To drive cross-system integration and improve collaborative supports that result in community benefits, partners with shared outcomes play a key role in participating in First 5 Riverside endorsed initiatives noted below. Benefits may include: 1) care and support for the right person, in the right place, and at the right time; 2) enhanced access to programs and support; 3) improved life chances; and 4) prevention and early intervention. As these initiatives expand and impact service areas there will be an opportunity to intentionally connect families to more comprehensive systems of care.

Help Me Grow – Inland Empire (HMG-IE) is a regional system approach, between Riverside and San Bernardino Counties, that promotes cross-sector collaboration to build an efficient early childhood network that promotes healthy development of children. Children will benefit from a centralized access point that assists families to connect with specialized professionals in community-based settings, following early detection through screenings for cognitive, physical, or behavioral issues. Help Me Grow National Center has identified value in layering community resources and aligning services that address the needs for children. As HMG – IE evolves, ***CONTRACTOR*** is identified as a critical partner in this system approach and will participate in regional stakeholder convenings.

Strengthening Families (SF)™ is a research-informed approach to increase family strengths, enhance child development, and reduce the likelihood of child abuse and neglect. It is based on engaging families, programs, and communities in building five protective factors that reduce stress in families and helps to prevent child abuse and neglect. The HealthySteps Family Needs Questionnaire takes this approach. At the same time partners must follow First 5 Riverside protocols for use of the SF approach.

Reach Out and Read (ROR) is an evidence-based strategy to promote book sharing and language development as part of the enhanced well-child visit. The first five years of life offer a critical window for learning, with rapid brain development that does not occur at any other time. Many children, especially from low-income families, are not read to from birth. The Reach Out and Read program (ROR) helps to foster early literacy practices with parents of HS by starting in infancy about the importance of parents reading aloud. At every well-child visit, from 6 months to 5 years, each child receives a new, developmentally appropriate book to take home. Parents are taught new ways to stimulate children's literacy development and encouraged to read to their children more. Children who grow up without sufficient exposure to language arrive at school without basic literacy skills and often struggle with reading in early grades. Research shows that children who start school on track are more likely to reach their full educational, social, and life potential.

Quality Start Riverside County (QSRC) is an innovative approach for early learning programs to begin identifying and implementing some of the principles of quality early learning experiences for children. The goal of this approach is to help children 0 through 5 years of age and their families thrive, by increasing the number of high-quality early learning settings. As this initiative continues to evolve, ***CONTRACTOR*** will collaborate with First 5 Riverside to develop potential partnerships and opportunities established by the Riverside County QRIS Consortia in which QSRC can begin to be embedded in program delivery throughout Riverside County.

CalWORKS Home Visiting programs (CW HVP) are evidence-based models supporting parents and parents-to-be with strategies to provide a nurturing and safe environment where children are healthy, safe, and secure. Home visiting focuses on strengthening and supporting families by building relationships, teaching problem-solving skills, encouraging positive parent-child relationships, supporting early child growth and development, and specialized training for children with special needs. As a two-generation approach, home visiting has the potential to improve outcomes across a range of domains, such as child health, school readiness, parent economic self-sufficiency, and parenting practices. When appropriate, funded partners will provide families with referrals to CalWORKS Home Visiting programs. With a systems approach, funded partners will build relationships in the community through the Family Resource Centers, community hubs, community outreach events, connecting families with resources and referrals such as Help Me Grow and local clinics, or wherever children are seen by other health professionals.

First 5 Riverside County Family Resource Centers and Community Hubs FRCs are a key delivery network of services and conduits for strengthening families via family-centered, community-based and culturally sensitive services that include cross-system collaboration as a means to prevent child abuse and neglect. More specifically, FRCs play a critical role in the community serving as a trusted partner strengthening children and families, connecting families to an array of supportive systems of care and preventing child abuse and neglect. With a systems approach, ***CONTRACTOR*** and funded partners will build relationships with Family Resource Centers and community hubs in Riverside County to

support and link families to a variety of resources, services, activities and referrals such as HMG-IE and local clinics, or wherever children are seen by other health professionals. When appropriate, the HSS may also participate in community outreach events and provide families information and services on site at Family Resource Centers and community hubs to meet families where they live, provide engagement, and promote the HealthySteps Program.

Healthy Steps Pilot - Hemet

Contractor will participate in joint planning meetings and support the development of a cross-agency MOU between First 5 Riverside County, Department of Public Social Services, and additional partners as appropriate. The goal of the pilot is to improve service delivery for child welfare–involved families by establishing a data-sharing and client-matching process across systems. Planning efforts will also explore long-term opportunities for blended funding and care coordination to sustain enhanced services for high-risk populations.

SOW Details:

Rady Childrens' Hospital - San Diego (CONTRACTOR) will continue to provide the HealthySteps (HS) program.

Major Objectives	Major Functions, Tasks, and Activities	Performance Measures and/or Deliverables	Targets
Enhanced Well Child Care, Referrals, and Linkages	To provide Enhanced Well Child Care that will work in tandem with a Physician Champion, CONTRACTOR will employ: • 9.0 (FTE) HealthySteps Specialists (HSS), • 1.0 (FTE) Program Manager, and • 1.0 (FTE) Support Staff This team will provide: • Tailored guidance and referrals, • On-demand support between visits, and • Care coordination and home visits when needed. CONTRACTOR in collaboration with Zero to Three and F5RC will expand the HS program into the Perris, Riverside Neighborhood, and Jurupa Community Health Centers. All children and caregivers receive **Tier 1 services** • Child developmental, social-emotional & behavioral screening • Screening for family needs (maternal depression, other risk factors, social determinants of health) • Child Development support line (phone, text, email, online) **Tier 2 services** for mild concerns include the addition of the following short-term supports: • Child development & behavior consults • Care coordination/case management & systems navigation • Positive parenting guidance & information **Tier 3 services** for the most at-risk families include the addition of the following comprehensive services: • Ongoing, preventative team-based well-child visits at the clinic or via home visitation.	CONTRACTOR will engage the eight (8) core components of the evidence based HS model: 1. Child development, social-emotional & behavioral screening 2. Screening for family needs (i.e., maternal depression, other risk factors, social determinants of health) 3. Child development support line with responses within a maximum of 3 days (e.g., phone, text, email, online portal) 4. Child developmental & behavioral consults 5. Care coordination & systems navigation 6. Positive parenting guidance & information 7. Early learning resources 8. On-going preventative team-based well-child visits	CONTRACTOR will submit aggregate client data for each of the targets below. Data will be submitted monthly/quarterly as indicated by the 20th of the following month. This due date may be modified by F5RC for any given month. 1. CONTRACTOR will document the number of Tier 1 children aged 0-3 in the practice. (Report monthly) 2. CONTRACTOR will document the number of Tier 1 children aged 0-3 with at least one completed developmental screen. (Report quarterly) 3. CONTRACTOR will document the number of Tier 1 children 0-3 with identified developmental concerns (Tier 1: Of the number of children 0-3 in the practice who completed at least one developmental screen during the reporting period, the number who scored at risk for developmental concerns according to screening tool guidelines during the reporting period. Note: if a child receives the same type of screening more than once during the reporting period and has differing results (e.g., one concern, one no concern), include the child in the total for this metric). (Report quarterly) 4. CONTRACTOR will document the number of Tier 1 children aged 0-3 with at least one completed social-emotional/behavioral screen. (Report quarterly) 5. Of the number of children 0-3 in the practice who received at least one social-emotional screening during the reporting period, CONTRACTOR will document the number of children who scored at risk of social-emotional/behavioral concerns according to screening tool guidelines during the reporting period. (Report quarterly) Note: if a child receives the same type of screening more than once during the reporting period and has differing results (e.g., one concern, one no concern), include the child in the total for this metric). (Report quarterly) 6. CONTRACTOR will document of the number of Tier 1 children (children who turned 28 months during the reporting period) who received at least one autism screening in the year prior to turning 28 months (i.e., received an autism screening at their 18- or 24- month well-child visit) (Report quarterly) 7. Of the number of children 0-3 in the practice who completed at least one autism screen during the reporting period, CONTRACTOR will document the number of children who scored at risk for autism according to screening tool guidelines during the reporting period. Note: if a child receives the same type of screening more than once during the reporting period and has differing results (e.g., one concern, one no concern), include the child in the total for this metric. (Report quarterly) 8. CONTRACTOR will document the number of Tier 1 children whose mothers had at

Major Objectives	Major Functions, Tasks, and Activities	Performance Measures and/or Deliverables	Targets
			one no concern), include the child in the total for this metric. (Report quarterly) 8. CONTRACTOR will document the number of Tier 1 children whose mothers had at least one completed maternal depression screen at least once by their child's 6-month birthday. (Report quarterly) 9. CONTRACTOR will document the number of Tier 1 children aged 0-3 with at least one family member screened for each of the following key needs listed (Food insecurity, housing stability or homelessness, utility needs, transportation needs, interpersonal safety, substance misuse, tobacco use). (Report quarterly) 10. Number of children/family dyad receiving an annual ACEs/PEARLS screening (Report quarterly) 11. CONTRACTOR will document the number of children 0-3 who received Tier 2 services. (Report monthly) 12. CONTRACTOR will document the number of team-based well- child visits with children 0-3 receiving Tier 3 services during the reporting period where the HS Specialist provided evidence- based early learning resources during the visit. (Report monthly) 13. CONTRACTOR will document the number of children/family dyads referred to Help Me Grow for connection to community agencies/resources. (Report monthly) 14. CONTRACTOR will serve 800 children aged 0-3 using the HealthySteps approach with Tier 3 services, on an annual basis. (Report monthly) 15. CONTRACTOR will document the number of mothers with children 0-3 receiving Tier 3 services. (Report monthly) 16. CONTRACTOR will document the number of team-based well- child visits with children 0-3 receiving Tier 3 services during the reporting period where the HS Specialist provided evidence- based positive parenting guidance during the visit. (Report monthly) 17. CONTRACTOR will document the number of children 0-3 receiving Tier 3 services who received at least 2 ongoing, preventative team-based Well Child Visit. (Report quarterly) 18. CONTRACTOR will document the number of children receiving Tier 3 services whose primary caregiver received a referral for Early interventions services (e.g., speech, OT, PT. audiology, Autism), Early care & education (e.g., childcare, Early HeadStart, preschool, etc.). Child mental health (including parent/child dyadic treatments) (Report quarterly) 19. CONTRACTOR will document the number of children 0-3 receiving Tier 3 services who are referred to ear1y intervention services and had a referral status updated

Major Objectives	Major Functions, Tasks, and Activities	Performance Measures and/or Deliverables	Targets
			within 45 days of referral. (Report quarterly) 20. CONTRACTOR will document the number of mothers with children 0-3 receiving Tier 3 services who received a referral for maternal depression services. (Report quarterly) 21. CONTRACTOR will document the number of children aged 0-3 receiving Tier 3 services with a primary caregiver who received a referral (internal or external) to any other services not captured in any other target. (Home visiting, lactation, food-related, financial assistance, housing assistance, transportation assistance, intimate partner violence, substance use/ addiction counseling/ treatment, smoking cessation counseling/treatment, adult health care, family planning, adult education, job training or employment, other). (Report quarterly) 22. CONTRACTOR will document the Percentage of children receiving Tier 3 services who receive six or more WCVs during the first 15 months of life. (Report quarterly) 23. CONTRACTOR will document the percentage of children receiving Tier 3 services who were referred to early intervention services and who attended an initial appointment within 90 days of the referral. (Report quarterly) 24. CONTRACTOR will document the percentage of mothers with children receiving Tier 3 services who were referred to services for maternal depression and received services within 90 days of the referral. (Report quarterly)

Major Objectives	Major Functions, Tasks, and Activities	Performance Measures and/or Deliverables	Targets
Long-term Sustainability/ Public Awareness / Policy Change Agency will develop a long-term sustainability plan outlining how the program will be maintained after First 5 Riverside funding ends. Agency will initiate policy changes which enable stakeholder buy-in and cultural shifts at the community, family, and parent/caregiver levels.	• Maintain partnerships to leverage funding from other sources and continue the program beyond the funding cycle. • Promote HealthySteps at Community Forums, Joint Operational Meetings, and channel through the Family Resource Centers. • Collaborate with Health Management Associates (HMA), the Zero to Three National Office, and Inland Empire Health Plan (IEHP) on expansion and sustainability strategies. • Participate in HealthySteps Learning Collaborative series presented by Health Management Associates in partnership with First 5 Riverside County focusing on long term sustainability plan and billing opportunities in connection with IEHP engagement. • Engage in 6-month assessment of funding levels based on long term sustainability plan to reduce cost of contract. • Policies will be reviewed and shall be inclusive of the HealthySteps program; develop referral procedures for providers and families to access the service. • Work with Medi-Cal health plans and First 5 to ensure understanding of and leverage billing opportunities available through Medi-Cal to support the program such as Enhanced Care Management, Dyadic Care, Community Health Workers. • As HealthySteps evolves, Rady is identified as a critical partner in this systems approach and will participate in stakeholder convenings.	Improve family functioning and improve lives of children and families in Riverside County.	Report and demonstrate long-term sustainability, public awareness, and policy change activities in the Performance Narrative quarterly reports. For existing sites and upon implementation of new sites, reporting milestones include: Months 1-6: Develop a plan with health plan partners and First 5 to leverage billing opportunities available through Medi-Cal to support the program. The plan shall include a report on what percentage of the HS program is covered by Medi-Cal, what codes are being used and forecast recovery revenue for the remainder of the contracting period. Months 7-12: Provide documentation demonstrating an increased percentage of HealthySteps visits covered by Medi-Cal from the previous 6-month period

HealthySteps Plus Pilot - Hemet: Rady Children's Hospital Hemet will collaborate with DPSS Children's Services Division and First 5 Riverside County to develop and implement a data-sharing MOU supporting the HealthySteps Plus Pilot. This pilot will expand Tier 3 services and establish closed-loop referral pathways for child welfare-involved families. Rady will participate in co-designing model enhancements tailored to child welfare populations, aligned with shared prevention goals.

ATTACHMENT B: BUDGET

Budget Start Date: 07/01/2025

Budget End Date: 06/30/2026

Total Amount: $902,137

FY 25/26					
Category	Description	Total	Murrieta	Temecula	Hemet
Salaries	Salaries	$ 766,077	$ 270,332	$ 188,124	$ 307,621
Benefits	Benefits	$ 176,198	$ 62,176	$ 43,269	$ 70,753
Operational Cost	Operational	$ 18,520	$ 6,654	$ 5,293	$ 6,573
Indirect Cost	15% of S&B	$ 141,341	$ 49,876	$ 34,709	$ 56,756
Total		$ 1,102,136	$ 389,038	$ 271,395	$ 441,703
Billing Revenue	Revenue	$ (200,000)			

Fiscal Year 25/26					
Category	Description	Total	Murrieta	Temecula	Hemet
Salaries	Salaries	$ 766,077	$ 270,332	$ 188,124	$ 307,621
Benefits	Benefits	$ 176,198	$ 62,176	$ 43,269	$ 70,753
Operational Cost	Operational	$ 18,520	$ 6,654	$ 5,293	$ 6,573
Indirect Cost	15% of S&B	$ 141,342	$ 49,876	$ 34,709	$ 56,757
Total		$ 1,102,137	$ 389,038	$ 271,395	$ 441,704
Billing Revenue	Revenue	$ (200,000)			
Total F5RC Reimbursable Amount		$ 902,137			

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **NINE HUNDRED AND TWO THOUSAND ONE-HUNDRED AND THIRTY-SIX DOLLARS ($902,137)** 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.

1) CONTRACT PERIOD: **07/01/2025 – 06/30/2026**

1. Method, Time, and Schedule Conditions of Payment

   a. The COMMISSION will disburse funds on a reimbursement payment process based on the Contract Budget (Attachment "B") amount for the applicable fiscal year and **Monthly** report submissions. Payment will be rendered 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 CF25130 'Contract') between the RCCFC and Rady Children's Hospital San Diego ('CONTRACTOR') and shall be effective as of the date the Contract is approved by both Parties (the 'Effective Date').

RECITALS

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

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

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

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

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

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

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

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

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 RCCFC participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

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

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 RCCFC 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 RCCFC pursuant to the Contract or as requested by the RCCFC; and,

(4) De-identify all PHI and/or ePHI of the RCCFC received by CONTRACTOR under this Addendum provided that the de-identification conforms to the requirements of the

Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.

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 RCCFC.

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

C. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the RCCFC 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 RCCFC to CONTRACTOR for services provided pursuant to the Contract.

4. Obligations of the RCCFC.

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

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

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

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

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

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 of45 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 RCCFC 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 RCCFC any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

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

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 RCCFC 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 RCCFC.

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 RCCFC to the extent CONTRACTOR is to carry out the RCCFC'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.t

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 RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, 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 RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR §164.526.

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

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

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

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

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

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 RCCFC 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 RCCFC 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 RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

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

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

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

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

(2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than 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 RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

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 RCCFC and the County of Riverside, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR's obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR's expense, for the defense or settlement thereof. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.

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 RCCFC 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 RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside, is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

Termination.

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

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

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 RCCFC 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 RCCFC to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

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

County HIPAA Privacy Officer:	**HIPAA Privacy Manager**
County HIPAA Privacy Officer Address:	**P.O. Box 1569**
	Riverside, CA 92502
County HIPAA Privacy Officer Fax Number:	**(951) 955-HIPAA or (951) 955-4472**

ATTACHMENT F: USE OF DATA AND CONFIDENTIALITY

This Data and Confidentiality Agreement (the 'Addendum') supplements and is made part of Contract **CF25130** (the 'Contract') between the Riverside County Children and Familes First Commission, as a department of the County of Riverside ("COMMISSION") COMMISSION and Rady Children's Hospital San Diego (the 'CONTRACTOR') and shall be effective as of 07/01/2025 (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 determined disclosure is in compliance with applicable law.

E.7.**25-22:** Adopt First 5 Riverside County 2025 Legislative Policy Agenda

AGENDA ITEM: 25-22
DATE OF MEETING: May 14, 2025
ACTION: ☒
INFORMATION: ☐

ADOPT FIRST 5 RIVERSIDE COUNTY
2025 LEGISLATIVE POLICY AGENDA

SUMMARY OF REQUEST

Adopt the 2025 First 5 Association Legislative Policy Priorities as the First 5 Riverside County 2025 Policy Agenda and authorize support for priority legislation consistent with the Strategic Plan.

BACKGROUND

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

The Bill Tracker list is subject to modification as bills are amended or new legislation is introduced. Bills currently recommended for support are listed in Attachment B and include AB 29, AB 397, AB 607, AB 753, AB 997, SB 626, SB 792, among others. Any additional items that are identified at a later period as relevant to First 5 Riverside County strategic priorities will be brought to the Executive Director or designee for approval. Spot bills or those without a position will be monitored for alignment with F5RC strategic priorities. Full description, author information, and status is included in Attachment B. Bill Tracker positions marked as "Recommended Support" will inform letters of support issued by the Executive Director or designee. Spot bills or legislation marked "Watch" will remain under review and may be revisited if alignment strengthens.

The First 5 Association's 2025 Policy Priorities aligns with First 5 Riverside County's strategic goal areas and prioritizes sustainability and scale to improve outcomes for children 0-5 and their families.

The 2025 First 5 Association Legislative Policy Priorities (Attachment A) falls within the guidelines set forth in the Commission's Legislative Agenda Policy adopted in May 2021 (Action #21-11). F5RC seeks to achieve lasting change in the lives of children, families, and communities by working toward long-term public policy change through engagement with the state legislative process.

RECOMMENDED ACTION

That the Commission:

1. Adopt the 2025 First 5 Association Legislative Policy Priorities as the First 5 Riverside County 2025 Legislative Policy Agenda. Authorize the Executive Director or designee to issue letters of support on behalf of the Commission based on the approved policy agenda, inclusive of bills recommended for First 5 Riverside County support, and as it aligns with the approved strategic plan.

BUDGET IMPACT
Not applicable.

STRATEGIC PLAN RELEVANCE
All Strategic Goal Areas

POTENTIAL CONFLICTS OF INTEREST
None known.

ATTACHMENTS

A. First 5 Association 2025 Policy Priorities
B. 2025 First 5 Association Bill Tracker

FIRST 5 ASSOCIATION OF CALIFORNIA

2025 POLICY PRIORITIES

First 5 Association works to advance state and federal public policies and funding that support California's young children and families. Our policy work is informed by local communities and local First 5 Commissions and is grounded in a whole child / whole family lens. We do this while centering the fact that low-income communities, communities of color, and historically marginalized Californians face disproportionate impacts due to systemic racism, wealth inequality, and environmental hazards.

Our goal is to have public policies and investments in place that center equity, prevention, systems building, and coordination to build comprehensive and integrated early childhood systems of care.

Policy Priorities

THRIVING FIRST 5 COMMISSIONS AND SYSTEM OF CARE

- Protect and leverage health, family, and child development investments with a shared goal of removing barriers to accessing systems of care
- Ensure First 5s are identified and prioritized as fund administrators, intermediaries, and systems partners in the securing and safeguarding of dedicated funding for early childhood systems.
- Secure stabilization and ongoing funding sources for First 5 Commissions, prioritizing counties that need financial support most, to ensure continued positive child outcomes.

COMPREHENSIVE CARE AND DEVELOPMENT

- Improve prevention, care coordination, screenings, navigation, and re-certification supports for Medi-Cal and other systems of care.
- Advocate for increased access to and timeliness of early intervention and infant and early childhood mental health (IECMH) services, including assessments and validated developmental screening tools.
- Seek to improve outcomes in maternal and infant health in communities of color impacted by disparate outcomes* by dismantling racist practices and developing culturally safe systems in partnership with health providers and systems of care.

ECONOMICALLY SECURE FAMILIES

- Increase access to culturally responsive and trauma-informed family support services that promote resiliency and build parents' capacity to support their children's optimal development.
- Increase access to economic supports that empower families to meet the basic needs of children.

EARLY CARE AND EDUCATION

- Prioritize and scale early care and education mixed-delivery opportunities, with a focus on infant and toddler care.
- Support quality training and professional growth pathways for early educators and childcare providers, with a focus on infant and toddler care.
- Promote recruitment and retention of the early educator and childcare workforce by uniting with statewide partners to advocate for increased benefits and true cost of care wages.

*Black, Native Hawaiian and Pacific Islander, American Indian and Alaska Native, Indigenous, and multiracial

First 5 Association of California 2025 Bill Tracker

Bill No.	Author	Description	Status	Position	Materials	ECE Subc. Lead
AB 29	Arambula	Medi-Cal: ACEs screenings: This bill would require the department to include community-based organizations and local health jurisdictions that provide health services through community health workers and doulas, that are enrolled Medi-Cal providers, as providers qualified to provide, and eligible to receive payments for, ACEs trauma screenings.	Asm. Health	Recommend support	Folder	N/A
AB 49	Muratsuchi	School sites: entry requirements: immigration enforcement: This bill would prohibit schools from allowing Immigration and Customs Enforcement (ICE) to enter a school site for any purpose without providing valid identification, a written statement of purpose, and a valid judicial warrant, and receiving approval from the superintendent (school district or county office of education) or the principal of the charter school, or their designee, as applicable.	Asm. Jud.	Support	Folder	Michaela
AB 55	Bonta	Alternative birth centers: licensing and Medi-Cal reimbursement: this bill would ease some certification and licensing requirements to try to keep remaining birth centers open and potentially allow for more facilities to open.	Asm. Health			N/A

First 5 Association of California 2025 Bill Tracker

AB 73	Jackson	Black mental health navigator certification: would require the department to develop criteria for a specialty certificate program and specialized training requirements for a Black Mental Health Navigator Certification.	Asm. Approps.		Folder	N/A
AB 96	Jackson	Community health workers: specifies that a "community health worker" includes a peer support specialist and would deem a certified peer support specialist to have satisfied all education and training requirements developed by the department for certification as a community health worker.			Folder	N/A
AB 318	Alanis	Child daycare: application fees: Existing law requires DSS to charge an applicant for licensure an initial application fee and an annual license fee and authorizes a child daycare facility to use business or personal check to pay the annual license fee. This bill would also authorize a child daycare facility to use a business or personal check to pay the initial application fee and require the department to accept credit card payments for initial application fees and license fees from child daycare facilities.	Asm. Human Services		Folder	
AB 350	Bonta	Health care coverage: fluoride treatments: would require health plans to provide coverage for application of fluoride varnish in the primary care setting for children under 21 years of age. This bill would make the application of fluoride a covered benefit under Medi-Cal.	Asm. Health			N/A

First 5 Association of California 2025 Bill Tracker

AB 397	Gonzalez	Personal income tax law: young child tax credit: existing law defines "qualified taxpayer" to include an eligible individual who has a qualifying child younger than 6 years old as of the last day of the taxable year. This bill would change the definition to mean a child younger than a specified age as of the last day of the taxable year and would make an appropriation by increasing the payments from the Tax Relief and Refund Account.	Asm. Rev. and Tax Suspense	Recommend support	Folder	N/A
AB 398	Ahrens	Personal income tax: earned income tax credit: The Personal Income Tax Law allows an earned income tax credit against personal income tax and a payment from the Tax Relief and Refund Account for an allowable credit in excess of tax liability to an eligible individual that is equal to that portion of the earned income tax credit allowed by federal law, as determined by the earned income tax credit adjustment factor, as specified. The law provides that the amount of the credit is calculated as a percentage of the eligible individual's earned income and is phased out above a specified amount as income increases and provides alternative calculation factors under specified circumstances. Existing law, for taxable years beginning on or after January 1, 2020, and until and including the taxable year in which the minimum wage is set at $15 per hour, requires the phaseout percentage for eligible individuals to be recalculated by the Franchise Tax Board so that the calculated	Asm. Rev. & Tax Suspense		Folder	N/A

First 5 Association of California 2025 Bill Tracker

		amount of credit for a taxpayer with an earned income of $30,000 is equal to zero. This bill, for taxable years beginning on or after January 1, 2025, if the amount of credit computed for an eligible individual is less than $355, as specified, would allow the credit for the eligible individual to be $355 instead, except as otherwise specified.				
AB 403	Ortega	Medi-Cal: community health worker services: would require the department to annually review the above-described outreach and education efforts conducted by Medi-Cal managed care plans and would require the department to annually conduct analysis of the CHW services benefit, submit each analysis to the Legislature, and publish each analysis on the department's website.	Asm. Approps.	Recommend Support	Folder	N/A
AB 563	Jackson	Childcare: strategic planning councils: This bill would rename "local planning council" to "strategic planning council" and would revise the definition of "childcare" to include early childhood education services. The bill would revise the makeup requirements for strategic planning councils, as provided. The bill would authorize a county board of supervisors and a county superintendent of schools to merge the strategic planning council with the Quality Rating and Improvement System local consortia or with another strategic planning council in a contiguous county under certain conditions, as provided. The bill would repeal all of the requirements imposed on strategic planning	Asm. Human Services	Watch	Folder	

First 5 Association of California 2025 Bill Tracker

		councils in order for the strategic planning council to identify local priorities, except those listed above, as provided.				
AB 607	Rodriguez	CalWORKs: home visiting programs: extends the time on the program to at least 24 months, and not to exceed the duration of the applicable home visiting program model, and would extend the maximum age of the child at the time of enrollment to less than 36 months of age.	Asm. Approps.	Recommend support	Folder	N/A
AB 753	Garcia	Childcare: facility licensure: teacher requirements: under existing law, a person may serve in an instructional capacity in a childcare and development program or a preschool program if they possess a current credential issued by the Commission on Teacher Credentialing authorizing teaching service in elementary school or a single-subject credential in home economics, and 12 units in early childhood education or child development, or both, or 2 years' experience in early childhood education or a childcare and development program. This bill would require a California state preschool program or a childcare and development program to allow 2 years from an individual's date of hire as a teacher in one of those programs to pursue necessary credentials or complete additional coursework to meet the requirements of their position if certain	Asm. Human Services	Recommended Support	Folder	Diana

First 5 Association of California 2025 Bill Tracker

		conditions are met, including, among others, that no more than one teacher per classroom is allowed to work toward their credential or complete additional coursework pursuant to this provision.				
AB 904	Aguiar-Curry	Childcare services: workday. Existing law, the Child Care and Development Services Act, administered by the State Department of Social Services, requires the department to administer childcare and development programs that offer a full range of services to eligible children from infancy to 13 years of age, inclusive. Existing law designates the department as the single state agency responsible for the promotion, development, and provision of care of children in the absence of their parents during the workday. Existing law defines "workday" for purposes of the act to mean the time that a parent requires temporary care for a child for specified reasons, including to undertake training in preparation for a job or to undertake or retain a job. This bill would revise "workday" to additionally include the time that a parent requires temporary care for a child to search for a job, provide care for oneself during a pregnancy-related leave from work, or provide care for a family member during a period of paid family leave.	Asm. Human Services			

First 5 Association of California 2025 Bill Tracker

AB 997	Stefani	"Have a Heart, Be A Star, Help Our Kids" license plate program: increases the fees for "Have a Heart, Be a Star, Help Our Kids" license plates and allocates 50% of the fees to state and local child care provider licensure, oversight, recruitment, training, and development, and the remainder to child care safety and health.	Asm. Human Services	Recommend support	Folder	N/A
AB 1025	Pellerin	Standby Guardianship: This bill authorizes parents to use a new tool called "standby guardianship" to choose another adult to take care of their child or children if they are subject to an adverse immigration action such as deportation or detention. This bill involves the court after the adverse immigration action occurs to create oversight and an additional level of protection for the child (or children). While the standby guardian has the duties and powers of a guardian while provisionally appointed and upon formal appointment, the rights of the custodial parent remain superior ot the rights of the standby guardian - an important provision to simplify reunification.	Asm Jud.	Watch and Gather More Intel	Folder	N/A
AB 1121	Rubio, Blanca	Early literacy: professional development: instructional materials: this bill would require the Department of Education to develop a list of recommended professional development and training programs related to effective means of teaching literacy and reading skills and require school districts, county offices of education, and charter schools to ensure participation in an approved professional development and training	Asm. Ed.		Folder	

First 5 Association of California 2025 Bill Tracker

		program. The bill would also require adoption of instructional materials that are adhere to effective means of teaching literacy and foundational reading skills.				
AB 1428	Muratsuchi	California Affordable Child Care Act: this bill creates the California Affordable Child Care Fund in the State Treasury with revenues generated through a 0.5% income tax on personal income of an individual through LLCs, LLPs, S-Corps, and partnerships and corporations earning over $10 million annually. Entities are exempted from this tax for the following: 1) Providing child care for their employees during working hours. 2)Reimbursing employees for child care services. Revenues from the fund will be used for the following: • Lower child care rates for families. • Increase the number of child care slots by hiring additional employees. This bill ensures long-term investments in California's child care system, and makes child care more affordable, accessible, and sustainable for working families.	Asm. Comm on Rev. & Tax		Folder	
AB 1471	Soria	Child care providers: spot bill	Asm. Rules		Spot Bill	
AB 1474	Patterson	Community-based perinatal care: Existing law establishes the State Department of Public Health and sets forth its powers and duties, including, but not limited to, implementation and administration of a community-based system of	Asm. Rules			N/A

First 5 Association of California 2025 Bill Tracker

		comprehensive perinatal care for eligible women and infants. Existing law states the goals of the community-based comprehensive perinatal health care system as decreasing and maintaining the decreased level of perinatal, maternal, and infant mortality and morbidity and supporting methods of providing comprehensive prenatal care that prevent prematurity and the incidence of low birth weight. This bill would make technical, nonsubstantive changes to those goals.				
ACR 18	Sharp-Collins	Maternal Health Awareness Day: would proclaim January 23, 2025 as Maternal Health Awareness Day.	Passed Asm. 1/30/25; sent to Senate.			N/A
SB 32	Weber Pierson	Maternity ward closures.	Sen. Rules			Spot bill
SB 68	Menjivar	Major food allergens: this bill would add sesame to the list of major food allergens. The bill, commencing July 1, 2026, would require a food facility that serves or sells restaurant-type food to the consumer to include on all of its menus written notification of the major food allergens contained as an ingredient in each menu item, as specified. By expanding the scope of existing crimes and by imposing new duties on local health	Sen. Approps			N/A

First 5 Association of California 2025 Bill Tracker

		officials, this bill would impose a state-mandated local program.				
SB 99	Blakespear	Family childcare homes: United States Armed Forces: Existing law requires the CA Dept of Social Services to license and regulate family daycare homes. This bill would exempt from state licensure a family childcare home certified as a family childcare provider by a branch of the U.S. military and who exclusively provides care for military families (thereby eliminating the redundancy of licensing through the state). The bill would also require the local bases to notify DSS with a list of certified childcare homes that will be exempt, as well as report incidents, post notices on the status of the facility, and certify that they meet California health and safety requirements. The bill also gives priority to these daycare homes for annual DSS inspections, including if they are participating in a QRIS.	Asm. Rules		Folder	Kevin
SB 228	Cervantes	Comprehensive perinatal services program: This bill would transfer the administration of the program for CDPH to DHCS and authorize DHCS to enter into MOU or interagency agreement with CDPH to implement the program as needed.	Sen. Health		Folder	N/A
SB 257	Wahab	Pregnancy As a Recognized Event for Nondiscriminatory Treatment (PARENT) Act, would make pregnancy a triggering event for purposes of enrollment or changing a health benefit plan. The bill would prohibit a health care service plan contract or disability insurance policy issued, amended, or renewed on or after	Sen. Health			N/A

First 5 Association of California 2025 Bill Tracker

		January 1, 2026, that provides coverage for maternity services or newborn and pediatric care services from taking specified actions based on the circumstances of conception, including denying, limiting, or seeking reimbursement for maternity services or newborn and pediatric care services because the enrollee or insured is acting as a gestational carrier.				
SB 324	McGuire	Medi-Cal: enhanced care management and community supports: this bill would require a Medi-Cal managed care plan, for purposes of covering the ECM benefit, or if it elects to cover a community support, to contract with community providers, as defined, whenever those providers are available in the respective county and have experience in providing the applicable ECM or community support, and can demonstrate that they are capable of providing access and meeting quality requirements in accordance with Medi-Cal guidelines.	Sen. Approps			N/A
SB 626	Smallwood-Cuevas	Maternal health screenings and treatment: This bill would require a licensed health care practitioner who provides perinatal care for a patient to screen, diagnose, and treat the patient for a maternal mental health condition	Sen. Health	Recommend support	Folder	N/A
SB 669	McGuire	Rural hospitals: standby perinatal medical services: this bill would require CDPH to establish a 5-year pilot project to establish standby perinatal medical services. To qualify, critical access and individual and small system rural hospitals would have to meet specified	Sen. Health	Recommned support	Folder	N/A

First 5 Association of California 2025 Bill Tracker

		requirements, including that the hospital (1) be greater than 60 minutes from the nearest hospital providing full maternity services, (2) not have closed a full maternity or labor and delivery department within the past 3 years, and (3) agree to provide routine labor and delivery services or have an agreement with a freestanding birth center, as specified. The bill would require a hospital selected for a pilot program to comply with certain requirements, including among others, having and maintaining specified staff, services, and equipment. The bill would require a physician, as specified, to have overall responsibility for a pilot program under these provisions. This bill contains other related provisions.				
SB 778	Limón	Migrant childcare and development programs: Existing law, the Child Care and Development Services Act, requires the State Department of Social Services to administer childcare and development programs, including, among others, migrant childcare and development programs. Existing law, for purposes of migrant childcare and development programs, defines a "migrant agricultural worker family" as a family that has earned at least 50% of its total gross income from employment in fishing, agriculture, or agriculturally related work during the 12-month period immediately preceding the date of application for childcare and development services. Existing law requires the children of	Sen. Human Services			

First 5 Association of California 2025 Bill Tracker

		these families to be enrolled in child development programs on the basis of specified priorities, including priority to children whose families move from place to place. This bill would instead define a "migrant agricultural worker family" as a family with at least one individual who has earned at least 40% of their total gross income from employment in fishing, agriculture, or agriculturally related work during the 12-month period immediately preceding the date of application for childcare and development services. The bill would authorize the individual to obtain and provide specified documentation necessary to establish their current income eligibility.				
SB 792	Arreguín	Childcare: state median income threshold: Under existing law, for purposes of establishing initial income eligibility for services under the Child Care and Development Services Act, "income eligible" means that a family's adjusted monthly income is at or below 85% of the state median income, adjusted for family size. Existing law requires, to be eligible for the third stage of childcare services, CalWORKS participants to have an income that does not exceed 70% of the state median income, adjusted for family size, as specified. This bill would revise the income eligibility for the third stage of childcare services to also be 85% of the state median income, adjusted for family size.	Sen. Huan Services	Recommended support	Folder	Michaela

First 5 Association of California 2025 Bill Tracker

SCR 9	Weber Pierson	Would proclaim January 23, 2025, as Maternal Health Awareness Day.	Chaptered			

E.8. **25-23:** Approve Amendment with Jeung Choo Yoo MD, Inc. for Home Visiting Expanded Population from July 1, 2023 - June 30, 2026 **(CONTRACT NO. CF24114) [$28,000 PROP 10 FUNDS]**

AGENDA ITEM: 25-23
DATE OF MEETING: May 14, 2025
ACTION: ☒
INFORMATION: ☐

**APPROVE AMENDMENT WITH JEUNG CHOO YOO MD, INC.
FOR HOME VISITING EXPANDED POPULATION
FROM JULY 1, 2023 - JUNE 30, 2026
(CONTRACT NO. CF24114)
[$28,000 PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve the Second Amendment with Jeung Choo Yoo, MD, Inc. (Contract No. CF24114), increasing the FY 24/25 contract amount by $28,000 in Proposition 10 funds, for a revised total not to exceed $1,625,105.00. The additional funding supports updated County insurance coverage requirements. No changes have been made to the scope of services or the contract term.

BACKGROUND

On May 5, 2023 (Action Item 23-24), the Commission approved Contract No. CF24114 with Jeung Choo Yoo MD, Inc. to provide home visiting services using the Nurse-Family Partnership (NFP) model.

On January 22, 2025 (Action Item 25-06), the Commission approved an amendment expanding eligibility under the NFPx adaptation and increasing the contract total to $1,597,105.

As part of ongoing contract compliance, staff reviewed the County's updated insurance coverage requirements, which resulted in an increase in insurance-related costs for the provider. The proposed amendment addresses this cost adjustment through an administrative budget increase only. No changes were made to the scope of work or program deliverables.

RECOMMENDED ACTION

That the Commission:

1. Approve the Second Amendment to Contract No. CF24114 for a revised total amount not to exceed $1,625,105.00 for Fiscal Year 2044/2025, in essentially the same form as the contract attached hereto, and authorize the Executive Director or designee to sign the contract on behalf of the Commission, subject to County Counsel approval as to form.

2. Authorize the Executive Director or Designee, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments that exercise the options of the agreement with Jeung Choo You MD, Inc., on behalf of the Commission, including modifications of the statement of work that stay within the intent of said contract without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation has been included in the approved FY 24/25 budget to support funding for this initiative (527980-25800-938001-92945-CF24114).

STRATEGIC PLAN RELEVANCE

Goal Area 2 - Comprehensive Health & Development (92945)

POTENTIAL CONFLICTS OF INTEREST

None Known.

ATTACHMENTS

1. CF24114 Jeung Choo You MD, Inc. Amendment 2

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

Contractor: **Jeung Choo Yoo MD, Inc.**

Contract No.: **CF24114 A2**

Address: **264 North Highland Springs Ave 2-B**
Banning, CA 92220

WHEREAS, the Riverside County Children and Families Commission ("Commission") has entered into a Contract for Investment of Funds ("Contract") with Jeung Choo Yoo MD, Inc. ("Contractor") for the provision of services, and the parties now wish to amend the Contract, to be effective as of **May 14, 2025.**

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

A. The contract term is unchanged and remains:
July 01, 2023 - June 30, 2026
B. The previous version of the Budget has been deleted in its entirety and replaced as outlined in attachment B-2. All references to the maximum reimbursable amount shall be amended from **$1,597,105.00** to **$1,625,105.00.** The increase of $28,000 to the maximum reimbursable amount is to support compliance with updated insurance coverage requirements, consistent with revised contract terms and fiscal oversight practices. No changes were made to the scope of services or contract term.

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 second Amendment.

Authorized Signature for COMMISSION:	**Authorized Signature for CONTRACTOR:**
Tammi Graham Executive Director	Jeung Choo Yoo Medical Doctor and Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	264 North Highland Springs Ave 2-B Banning, CA 92220
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 B-2: BUDGET

Budget Start Date: 07/01/2023

Budget End Date: 06/30/2026

Total Amount: $1,625,105.00

Category	Description	FY23/24	FY24/25	FY25/26	Total
Expenses					
Operational Expenses	Home Visits - NFP P10	$738,475.00	$582,605.00	$183,665.00	$1,504,745.00
Operational Expenses	Material Goods - P10	$30,000.00	$26,000.00	$13,323.00	$69,323.00
Operational Expenses	Certification & Training NFPx	$0.00	$18,856.00	$4,181.00	$23,037.00
Operational Expenses	Miscellaneous Administrative	$0.00	$14,000.00	$14,000.00	$28,000.00
Total Budget		**$768,475.00**	**$641,461.00**	**$215,169.00**	**$1,625,105.00**

E.9. **25-24:** Approve First Amendment with Accenture LLP for Technical Support from September 15, 2022 - June 30, 2025 **(CONTRACT NO. CF22149) [$739,275 - PROP 10 FUNDS]**

AGENDA ITEM: 25-24
DATE OF MEETING: May 14, 2025
ACTION: ☒
INFORMATION: ☐

APPROVE FIRST AMENDMENT WITH ACCENTURE LLP FOR TECHNICAL SUPPORT FROM SEPTEMBER 15, 2022 – JUNE 30, 2025 (CONTRACT NO. CF22149) [$739,275 – PROP 10 FUNDS]

SUMMARY OF REQUEST

Approve the First Amendment to Contract No. CF22149 with Accenture LLP for an amount not to exceed $739,275. This amendment increases the contract by $8,190 to provide additional technical support for Salesforce, a Customer Relationship Management (CRM) database platform.

BACKGROUND

The Department transitioned to Salesforce as its CRM solution starting in . Accenture LLP provides ongoing technical support for Salesforce. This amendment adds funding for additional technical support.

On March 12, 2025 (Action Item 25-10): the Commission approved the assignment agreement between Navisite LLC and Accenture LLP for professional services. The agreement assigned Contract No. CF22149, originally between the Commission and Navisite LLC, in its entirety to Accenture LLP, effective November 1, 2024.

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

RECOMMENDED ACTION (SAMPLES).

That the Commission:

1. Approve the First Amendment to Contract No. CF22149 with Accenture LLP, for an amount not to exceed $739,275, effective September 15, 2022, through June 30, 2025, for additional technical support for the Salesforce CRM database platform, as attached hereto; and authorize the Executive Director to sign the amendment 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. CF22149, on behalf of the Commission, including modifications to 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 FY 24/25 budget.
525440-25800-938001-81250-CF22149

STRATEGIC PLAN RELEVANCE

Goal Area 4 – Countywide

POTENTIAL CONFLICTS OF INTEREST

None known.

ATTACHMENT

1. CF22149 A1 Accenture LLP Amendment 1

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

Contractor: **Accenture LLP**

Contract No.: **CF22149 A1**

Address: **1003 East 4th Place**
Los Angeles, CA 90013

WHEREAS, the Riverside County Children and Families Commission ("Commission") has entered into a Contract for Investment of Funds ("Contract") with Accenture, LLP ("Contractor") for the provision of services, and

WHEREAS, the Riverside County Children and Families Commission, in their March Commission meeting (Action Item 25-10), has consented to the Assignment and Assumption agreement between Accenture LLP and Navisite LLC.

Now, therefore, the parties agree to amend the Contract, effective as of May 14, 2025 as follows:

A. The contract term is unchanged and remains:
September 15, 2022 - June 30, 2025
B. All references to Navisite, LLC are replaced with Accenture LLP
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 **$731,085.00** to **$739,275.00** an additional $8,190 to provide technical assistance support.

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	Robert Goldman Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	1003 East 4th Place Los Angeles, CA 90013
APPROVED AS TO FORM SIGNATURE:	
Kristine Bell-Valdez Supervising Deputy County Counsel	
Date Signed:	
ATTEST SIGNATURE:	
Lynn M. Stephens Executive Assistant IV	
Date Signed:	

Contractor

ATTACHMENT B-1: BUDGET

Budget Start Date: 09/15/2022

Budget End Date: 06/30/2025

Total Amount: $739,275.00

FISCAL YEAR 2022-2023		
Category	**Description**	**Amount**
Operational Expenses	1. Discovery and Design	**$99,960**
Operational Expenses	2. Build	**$341,245**
Operational Expenses	3. Test / Deploy	**$79,280**
Operational Expenses	4. Monthly Support	**$23,400**
SUBTOTAL:		**$543,885**

FISCAL YEAR 2023-2024		
Category	**Description**	**Amount**
Operational Expenses	4. Monthly Support	**$98,036**
SUBTOTAL:		**$98,036**

FISCAL YEAR 2024-2025		
Category	**Description**	**Amount**
Operational Expenses	4. Monthly Support	**$97,354**
SUBTOTAL:		**$97,354**

CONTRACT TOTAL:	**$97,354**

F. **Presentation/Action Items – Supervisor Chuck Washington, Chair**

F.1. **25-25:** Approve and Adopt Fiscal Year 2025/2026 Annual Budget of First 5 Riverside County Children and Families Commission - Patricia Perez, Deputy Director

AGENDA ITEM: 25-25
DATE OF MEETING: May 14, 2025
ACTION: ☒
INFORMATION: ☐

APPROVE AND ADOPT FISCAL YEAR 2025/2026 ANNUAL BUDGET OF FIRST 5 RIVERSIDE COUNTY CHILDREN & FAMILIES COMMISSION

SUMMARY OF REQUEST

Adopt the Fiscal Year (FY) 2025/2026 annual budget, inclusive of Fund 25800 and Fund 25820. The budget reflects estimated revenues of $26,724,752, which include $250,000 in American Rescue Plan Act (ARPA) funds. Total expenditures are projected at $31,656,754, including $250,000 in corresponding ARPA fund expenses.

BACKGROUND

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

BUDGET SUMMARY

The Department proposes a FY 2025/2026 Annual Budget with a total fund balance draw of approximately $4.9 million, that includes approximately $2 million from the Committed Fund Balance. Previously committed funds included in the budget are $1.2 million for childcare facilities, $300,000 for guaranteed income pilot through Inland Southern California United Way, and $500,000 for Maternal Fetal Medicine research through Riverside University Health System – Medical Center.

Revenue – Fund 25800 ($26,474,752): Reflects a net decrease of approximately $1.2 million from the prior fiscal year, as detailed below:

- **Proposition 10 & Proposition 56:** Decrease of $1,293,844.
- **First 5 CA (F5CA) IMPACT:** Net decrease of $693,943 due to a 10% reduction in IMPACT legacy funding and the ending of the home visiting coordination grant funding.

- **Program Revenue:** Net increase of $190,500 due to a new funding agreement with IEHP for the HealthySteps program expansion, which began in FY24.
- **Reimbursement for Services (CalWORKs):** No change in funding.
- **Reimbursement for Services (Department of Public Social Services):** No change in funding for Family Resource Center operational support.
- **Contribution from Other County Funds:** Decrease of $211,520. Unincorporated Community Initiative Funding from District 4 was one-time in FY 2024. Additional funding is not expected in FY 2026.
- **Interest Revenue:** Increase of $633,343 based on current market trends.

Salaries and Benefits – Fund 25800 ($9,152,074): Reflects a net increase of $1 million compared to the previous fiscal year. Salaries and Benefits include a final Cost of Living Adjustment (COLA) of approximately $235,000, as negotiated by the bargaining units. Full-time equivalents remain at 65 positions. Position reclassifications were approved in FY 2024/2025 to meet departmental and community needs.

Operating Expenditures – Fund 25800 ($3,015,554): A net increase of $362,135 from the prior fiscal year, primarily due to increased operational costs in computer equipment, utilities, office furniture, and salary reimbursement savings from utilizing general County Purchasing services.

Contracts – Fund 25800 ($19,239,126): Reflects a net decrease of approximately $3.8 million due to reductions in contract budgets, changes in scope, and contract expirations. Approximately $6.7 million (35%) of the contract allocation is supported through external funding reimbursements. An additional $2 million (11%) is allocated from the previously approved Committed Fund Balance. Approximately $10.3 million (54%) is reimbursed from FY 25/26 Prop 10 revenue.

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

Strategic Goal Areas	Contract Allocation
Quality Early Learning	$ 9,694,845
Comprehensive Health & Development	7,138,153
Resilient Families	1,373,202
Countywide (Admin/Eval/Countywide Programs)	1,032,926
Total	$ 19,239,126

AMERICAN RESCUE PLAN ACT (ARPA) FUND – 25820

The Board of Supervisors (BOS) allocated a total of $23 million in ARPA funds (Fund 25820) from 2021 through 2023 to support the continuation of Early Care & Education (ECE) Recovery efforts. The department oversees these funds to help stabilize and expand the availability of ECE services, supporting the return of working families to the workforce. Strategies include wage enhancements for the ECE workforce, recruitment of ECE providers offering subsidized care, and investments in child care infrastructure. As

noted in Attachment 3, the ARPA (Fund 25820) budget has been adjusted to reflect prior year spending. Revenues for FY 2025/2026 are budgeted at $250,000, with corresponding expenditures allocated for child care infrastructure projects. Adjustments will be made as needed to reflect actuals.

RECOMMENDED ACTION

That the Commission:

1. Adopt the FY 2025/26 Budget (Funds 25800 and 25820) as proposed.

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

Vendor - Description	Total
First 5 Association – Membership Dues	$50,000
Total Plan and/or GM Business Interiors – Office Reconfigurations	$165,000
Absolute Security – Mecca FRC Security Guard Services	$85,000
US Bank – County Credit Card and Travel Program Bank	$100,000
Social Solutions Global, Inc. – A360 Licenses	$100,000
Taborda Solutions, Inc. – Salesforce Licenses	$123,234

3. Authorize the Executive Director or Designee to:
    a. Expend funds for internal service fees, countywide cost allocation plan, and inter-department administrative and operational costs as set forth in the attached budget and per the Commission approved Contract and Procurement Policy (January 22, 2025).

    b. Accept or reject interdepartmental transfers (journal entries) for ISF and county operational costs.

APPROP 2 – ISF & County Operational Costs 52xxx	$1,369,524

4. Authorize the Executive Director or Designee to execute documents and coordinate appropriate actions to expend funds in accordance with established Commission policy and as set forth in the attached budget.

BUDGET IMPACT

Not applicable

POTENTIAL CONFLICTS OF INTEREST

None known

ATTACHMENTS

1. FY 2025/2026 Budget Summary Combined Funds
2. FY 2025/2026 Budget Summary Prop 10 Fund 25800
3. FY 2025/2026 Budget Summary ARPA Fund 25820
4. FY 2025/2026 Budget Infographic – Numbers at a Glance

SUMMARY
FY 25/26 PROPOSED BUDGET - COMBINED FUNDS

	Fund: 25800 PROP 10	*Fund: 25820* ARPA	Combined Total
Revenue	$ 26,474,752	$ 250,000	$ 26,724,752
Approp 1 (Salaries & Benefits)	9,152,074	-	9,152,074
Approp 2 (Operational Expenses)	3,015,554	-	3,015,554
Sub Total	$ 12,167,628	$ -	$ 12,167,628
Approp 2 Contracts/MOUs Only	19,239,126	250,000	19,489,126
TOTAL APPROPRIATIONS	$ 31,406,754	$ 250,000	$ 31,656,754
TOTAL REVENUE	$ 26,474,752	$ 250,000	$ 26,724,752
Variance	$ (4,932,002)	$ -	$ (4,932,002)
Proposed Committed Fund Balance Draw	$ (2,043,620)		$ (2,043,620)
Unassigned Fund Balance Draw	$ (2,888,382)		$ (2,888,382)

Riverside County Children & Families Commission

FY 2025-2026

First 5 Riverside County Budget Summary

938001-25800 (CFARC)

DESCRIPTION	ACCOUNT	REVISED FY 24/25 BUDGET	FY 25/26 BUDGET
REVENUE			
Interest-Invested Funds	740020	$ 600,000	$ 1,233,343
GASB 31 FMV	740200	-	175,320
CA - Tobacco Prop 10	754000	12,450,000	10,201,820
CA - Prop 56 Tobacco Act 2016	754020	3,650,000	4,604,336
F5CA (IMPACT)	755870	4,158,327	3,464,384
Reimbursement for Services - (CalWORKs)	777520	3,480,049	3,480,049
Reimbursement for Salaries - (FRCs)	777540	2,500,000	2,500,000
Program Revenue	781480	625,000	815,500
Contribution From Other County Funds	790600	211,520	-
TOTAL REVENUE		**$ 27,674,896**	**$ 26,474,752**
APPROP 1 - Salaries and Benefits	51xxxx	$ 8,148,696	$ 9,152,074
APPROP 2 - Services and Supplies	52xxxx	1,206,244	1,646,030
APPROP 2 - ISF & County Operational Costs	52xxxx	1,447,175	1,369,524
SUBTOTAL		**$ 10,802,115**	**$ 12,167,628**
APPROP 2 - Contracts and MOUs	525440/527980	23,022,781	19,239,126
TOTAL CONTRACTS AND MOUs		**$ 23,022,781**	**$ 19,239,126**
TOTAL APPROPRIATIONS		**$ 33,824,896**	**$ 31,406,754**
TOTAL REVENUES		**$ 27,674,896**	**$ 26,474,752**
VARIANCE		**$ (6,150,000)**	**$ (4,932,002)**
COMMITTED FUND BALANCE DRAW (previously committed by the Commission)			$ (2,043,620)
UNASSIGNED FUND BALANCE DRAW			$ (2,888,382)

Riverside County Children & Families Commission

FY 2025-2026

First 5 Riverside County Budget Summary

938001-25820 (ARPA Fund)

DESCRIPTION	ACCOUNT	FY 24/25 BUDGET	FY 25/26 BUDGET
REVENUE			
Fed-American Rescue Plan Act	763520	8,276,126	250,000
TOTAL REVENUE		$ 8,276,126	$ 250,000
Special Program Expense	527780	5,276,126	-
Contracts	527980	3,000,000	250,000
TOTAL EXPENDITURES		$ 8,276,126	$ 250,000
VARIANCE		$ -	$ -

CHILDREN AND FAMILIES COMMISSION-FIRST 5

Tammi Graham, Executive Director
rccfc.org

NUMBERS AT A GLANCE

$31,656,754

FY 2025/26 BUDGET

REVENUES

$18.3M	STATE FUNDS	$1.4M	REVENUE FROM THE USE OF MONEY & PROPERTY
$6.0M	CHARGES FOR CURRENT SERVICES	$816k	MISCELLANEOUS REVENUE
$250k	FEDERAL FUNDS		

EXPENDITURES

$22.5M
SERVICES & SUPPLIES

$9.2M
SALARIES & BENEFITS
65 FTE's

F.2. **25-26:** Approve Funding Stability for Home Visiting Provider Contracts for FY 2025/2026 **[$4,251,891 - PROP 10 FUNDS]** - Charna Widby, Assistant Director

AGENDA ITEM: 25-26
DATE OF MEETING: May 14, 2025
ACTION: ☐
INFORMATION: ☐

APPROVE FUNDING STABILITY FOR HOME VISITING PROVIDER CONTRACTS FOR FY 2025/2026 [$4,251,891 – PROP 10 FUNDS]

SUMMARY OF REQUEST

Authorize the use of an amount not to exceed $4,251,891 Proposition 10 funds to support contract stability and ensure service continuity as a payor of last resort through for six home visiting provider contracts funded by CalWORKs, a federal Temporary Assistance for Needy Families (TANF) program under Assistance Listing No. 93.558, in alignment with the current Strategic Plan through 2026. Proposition 10 funds will be utilized if CalWORKs funds become insufficient due to fluctuations in state allocations or federal/state budget reductions. This request is intended to protect the final year of the contract term (FY 25/26), consistent with the Strategic Plan period.

BACKGROUND

Home visiting services are vital for promoting child development, family resilience, and preventing adverse childhood outcomes. The Commission administers the CalWORKs Home Visiting Program on behalf of the Riverside County Department of Public Social Services (DPSS). The current provider agency contract terms span FY 2023/2024 through FY 2025/2026. These state budget allocations of CalWORKs funds fluctuate based on state budget forecasts, historically ranging from $5,484,457 to the current annual maximum reimbursable amount of $3,480,049. To maintain critical preventive and supportive services provided by contracted providers, securing their funding stability is essential. Providers currently funded under CalWORKs/TANF include:

Partner Agency	Contract #	FY26 Contract Budget
Blindness Support Services, Inc.	CF24111	$ 165,000
Jeung Choo Yoo MD, Inc.	CF24113	$ 1,388,065
Family Service Association	CF24123	$ 522,250
John F. Kennedy Memorial Foundation	CF24117	$ 870,416
Jurupa Unified School District	CF24115	$ 878,708
Riverside University Health System - Public Health	CF24119	$ 427,452
Total FY25/26 Budget		**$ 4,251,891**

Should CalWORKs allocations decrease, or federal/state funds be reduced, Proposition 10 funds will be utilized as a safety net to cover potential shortfalls. Actual fiscal impacts will depend on the extent of any CalWORKs funding reductions, with updates provided to the Commission accordingly. This strategy protects access to services for families enrolled in CalWORKs Home Visiting Program who might otherwise experience gaps due to shortfalls outside the control of local providers. It also sustains workforce and enrollment continuity during the final year of the current Strategic Plan.

RECOMMENDED ACTION:

That the Commission:

1. Authorize the Executive Director to maintain existing home visiting provider contracts funded by CalWORKs at current funding levels, protecting them against reductions due to fluctuating state allocations or federal/state funding cuts.
2. Approve the use of an amount not to exceed $4,251,891 Proposition 10 funds to ensure contract stability and service continuity in the event of a funding shortfall as a payor of last resort through June 30, 2026. Any use of Prop 10 funds under this authority will be reported to the Commission at the Commission meeting immediately following the funding allocation.

3. Authorize the Executive Director or designee, based on the availability of funding and as approved by County Counsel, to sign amendments that modify the funding source, Statement of Work, or reporting requirements within the scope and intent of the original contract, without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation has been included in the proposed FY 25/26 budget.

STRATEGIC PLAN RELEVANCE

Goal Area 1 - Comprehensive Health and Development (92945)

POTENTIAL CONFLICTS OF INTEREST

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

ATTACHMENTS

1. Home Visiting Contracts Summary

Home Visiting Program Contract Budgets

Partner Agency	Contract #	FY23-24	FY24-25	FY25-26	Total Contract Budgets
Blindness Support Services, Inc.	CF24111	$ 165,000	$ 165,000	$ 165,000	$ 495,000
Jeung Choo Yoo MD, Inc.	CF24113	570,900	809,800	1,388,065	2,768,765
Family Service Association	CF24123	522,250	522,250	522,250	1,566,750
John F. Kennedy Memorial Foundation	CF24117	870,416	870,416	870,416	2,611,248
Jurupa Unified School District	CF24115	878,708	878,708	878,708	2,636,124
Riverside University Health System - Public Health	CF24119	427,452	427,452	427,452	1,282,356
	Totals	**$ 3,434,726**	**$ 3,673,626**	**$ 4,251,891**	**$ 11,360,243**

G. **Future Agenda Items:**
   G.1. Inland Empire Children's Cabinet Presentation
   G.2. RivCoONE Presentation
   G.3. Home Visiting Epidemiologist Presentation
H. **Adjournment:** Adjournment to the next Regular Meeting of the Riverside County Children and Families Commission to be held on July 9, 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.