



**AGENDA
PUBLIC NOTICE**
Regular Commission Meeting
Wednesday, September 14, 2022
2:00 PM
First 5 Riverside County
585 Technology Ct
Riverside, California 92507

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

Note: If special accommodations are needed to participate in this meeting, please contact Lynn Stephens, Commission Coordinator, 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 Commission Coordinator at any time before or during the meeting indicating the item you wish to address.

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

A. Call to Order – Deborah Clark-Crews, Commission Chair

1. Pledge of Allegiance
2. Roll Call

B. Public Comments (for items not listed on the agenda) – Deborah Clark-Crews, Chair

C. Commission and Advisory Committee Business – Deborah Clark-Crews, Chair

1. Advisory Committee Comments - Jennifer Briseño, Advisory Committee Chair
2. Executive Director Report - Tammi Graham, Executive Director

2



516 Children Served

For additional information and links to enroll in services, call (800) 266-3880 or scan here:



First 5 Riverside County Funded Home Visiting Services

Jurupa USD
Home Instruction for Parents of Preschool Youngsters (HIPPY)
Jurupa Valley

89 Children Served / 105 Total Spaces

Jurupa USD
Parent Child+ Jurupa Valley

30 Children Served / 30 Total Spaces

JFK Memorial Foundation
SafeCare
Desert area

107 Children Served / 160 Total Spaces

RUHS-Public Health
Nurse Family Partnership
West Riverside area

12 Children Served / 45 Total Spaces

Dr. Yoo Medical Office
Nurse Family Partnership
East Riverside area

83 Children Served / 90 Total Spaces

Blindness Support Services, Inc.
Parents as Teachers (PAT)
Countywide

32 Children Served / 42 Total Spaces

Parentz@Work
Nurturing Parent Program
Jurupa Valley

4 Children Served / 10 Total Spaces

CalWORKS Eligible Home Visiting Services

Jurupa USD
Home Instruction for Parents of Preschool Youngsters (HIPPY)
Countywide

15 Children Served / 110 Total Spaces

Jurupa USD
Parents as Teachers (PAT)
Countywide

110 Children Served / 210 Total Spaces

JFK Memorial Foundation
Healthy Families America
Desert area

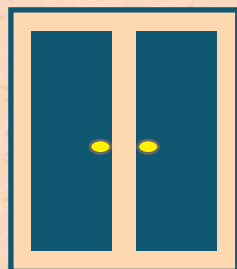
12 Children Served / 60 Total Spaces

Family Services Association (FSA)
SafeCare
Countywide

9 Children Served / 67 Total Spaces

RUHS-Public Health
Nurse Family Partnership
West Riverside area

3 Children Served / 20 Total Spaces



Dr. Yoo Medical Office
Nurse Family Partnership
East Riverside area

10 Children Served / 26 Total Spaces

Data reflects 7/1/21 - 6/30/22
- Updated 8/3/22

3. Commission Member Comments

D. Presentations/Information – Deborah Clark-Crews, Chair

1. Champion for Children Award Presentation to Solange Signoret -
Jennifer Briseno, Advisory Committee Chair; Sean Pravica, Public
Information Specialist

4



**First 5 Riverside County
Champion for Children Award
2022 Recipient**

Nominee Profile: Solange Signoret

Ms. Signoret is a Youth Ambassador Boo2Bullying, a non-profit based out of Palm Springs dedicated to educating school staff and parents about accepting diversity and giving young people the tools to connect with and positively impact those around them. Now 16, she has held the position since she was 11 years old and has travelled nationally and spoken to thousands of people about social justice issues and tolerance, including members of Congress in Washington D.C. She has also spoken at more than 35 school assembly programs to 25,000 students from kindergarten through twelfth grade, including in Riverside County. During the pandemic, she continued to speak to students using Zoom to facilitate their meetings.

Boo2Bullying Founder, Dimitri Halkidis, shared, “Solange’s sensitivity and insight into the root causes of bullying and discrimination is remarkable. She recognizes the links between bullying and poverty, family dysfunction, domestic violence, alcohol and drug abuse, and LGBTQ and mental health issues.”

Recently, Ms. Signoret celebrated her sixteenth birthday by conducting a fundraising appeal on Facebook that raised \$1,600 in support of Boo2Bullying’s C.A.P.E. (Courage-Appreciation-Personal Health-Education) NATION program for elementary school students in grades K-3. She also participated in the campaign’s video and assembly program and spoke to nearly 2,000 elementary school students in Desert Hot Springs, La Quinta, Indio, and Palm Desert.

Ms. Signoret’s continued advocacy has led to her inclusion in Boo2Bullying videos and social media messaging relating to cyberbullying and youth empowerment. For kindergartners, her core message is centered around positivity and encouraging every young child to be happy with who they are and to be kind and compassionate to other children.

In addition to her work with Boo2Bullying, Ms. Signoret has an impact on young children in Riverside County serving as a summer camp counselor in the City of Palm Springs for the past four years, often caring for 4 and 5 year-old campers. She is also a Black Belt Karate instructor who focuses on teaching children ages 4-5.

2. Health Management Associates Presentation, Christina Altmayer,
Principal

6



 **FIRST 5**
Riverside County
Children & Families Commission



Building a Continuum of Preventive Services for Children and Families
September 2022

- + Recap purpose and context for HMA's engagement
 - + Supporting integration with Medi-Cal system and building sustainability

- + Share progress and opportunities
 - + Engagement with IEHP
 - + Medi-Cal new benefits and opportunities

- + Spotlight: HealthySteps Opportunities
 - + Medi-Cal connection
 - + Learning community

7

Support First 5 Riverside County in developing and sustaining a continuum of preventive health care for pregnant women and children

- + Increase families' access and acceptance to prevention and early intervention services by diversifying and increasing the platforms for engagement
- + Blend and braid multiple funding sources to create a sustainable system
- + Integrate services with key partner investments, such as Help Me Grow Inland Empire and IEHP
- + Inform policy and advocacy work at the local and state level.

8

First 5 Riverside County's Strategic Plan prioritizes system investments to support young children and their families

VISION: All children in Riverside County are healthy and thrive in supportive, nurturing, and loving environments, and enter school ready to learn and embrace lifelong learning.

Goal 2: Comprehensive Health & Development

Children, prenatal through age 5, and their families access the full spectrum of **health and behavioral health services** needed to support their healthy physical and socio-emotional development and overall health.

Goal 3: Resilient Families

Families and communities are engaged, supported, and **strengthened through culturally effective resources and opportunities** that assist them in nurturing, caring, and providing for their children's success and well-being.



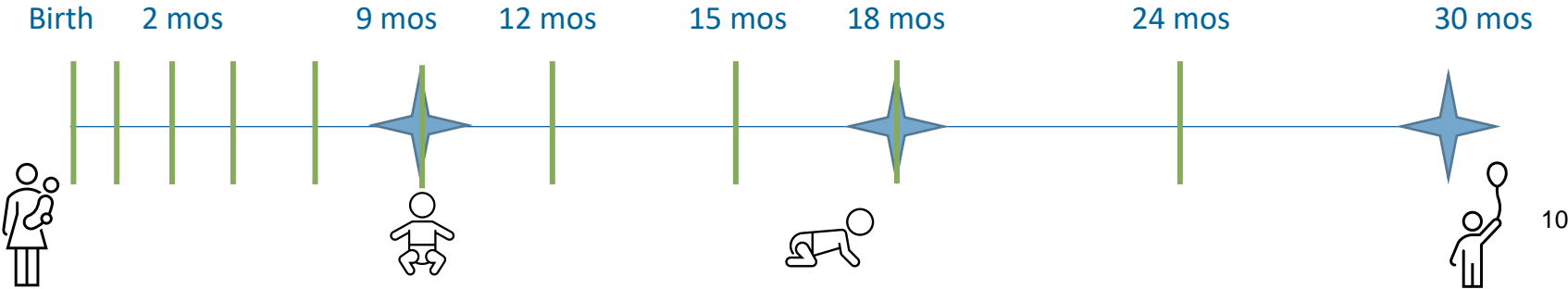
System Investments

Impact Model

1. Increased access (to services and supports)
2. Increased quality (of services and supports)
3. Increased coordination (of services and coordination)
4. Increased consumer and community capacity (to utilize services and supports)

Why focus on the health care system?

Child health care settings provide a key platform for identification and early intervention



The American Academy of Pediatrics (AAP) Bright Future Guidelines provide the standard of care for young children and recommend that by the time a child reaches 2 ½, he/she should have:

- 11 Well Child Visits
- Three developmental screens using a validated screen

Inland Empire Health Plan is a critical partner to improve health outcomes for children and families in Riverside County

- + Medi-Cal is the largest provider of healthcare for children and youth in Riverside County - approximately 60% of children under age 5 are enrolled in Medi-Cal
- + Almost 90% of children enrolled in Medi-Cal receive their care through IEHP, a public Medi-Cal managed care plan (MCP)
- + IEHP has an increasing set of responsibilities to ensure all enrolled members receive quality, timely, and appropriate care



A Public Entity

Inland Empire Health Plan

11

Source: Medi Cal monthly enrollment data available Eligible Individuals Under Age 21 Enrolled in Medi-Cal by County
<https://data.chhs.ca.gov/dataset/eligible-individuals-under-age-21-enrolled-in-medi-cal-by-county/resource/08ecb2a4-1e1d-45d2-8354-cbd5389cd43d?filters=County%3ARiverside%7CReporting+Period%3A2021-12>

- + IEHP’s Strategic Plan prioritizes preventive care - “Engage our Members more deeply in preventive care”
- + IEHP is accountable for improving rates of pregnant women and children members engaged in prevention and early intervention services, known as the Managed Care Accountability Set (MCAS) including:
 - + Timeliness of Prenatal Care
 - + Postpartum Care
 - + Well-Child visits – First 15 months and 3-6 years of life
 - + Childhood Immunization – Combination 10
 - + Developmental Screening in the first three years of life
- + Employ whole child/whole family models of care that are responsive to unique challenges of Riverside County families
- + Engage families based on best practices and evidenced-informed practices
- + Partner with trusted community-based providers to address clinical and non-clinical needs of families
- + Build integrated data collection and systems to inform program needs, improve services, monitor progress, and identify successful models for scaling

12

■ First 5 Riverside County's investments support IEHP's shared priorities

Beginning in 2023, all managed care plans, including IEHP, will have increased responsibility to implement **Population Health Management (PHM)*** and address the needs of enrollees, including children, across the continuum of care:

- + Keep all members healthy by focusing on preventive and wellness services (including well-child visits and immunizations)
 - + Identify and assess member risks and needs on an ongoing basis (including developmental and ACEs screenings for children)
 - + Manage member safety and outcomes during transitions, across delivery systems, or settings through effective care coordination
 - + Identify and mitigate social drivers of health and reduce health disparities or inequities (e.g., leveraging doulas for specific groups to address racial disparities in birth outcomes)
- + First 5's evidenced-based, and evidenced-informed funded interventions, provide scalable population health approaches to addressing children's comprehensive needs
- + Identify and **address early indicators of risks** systematically
 - + **Stratify interventions** to address risk
 - + **Engage key providers and partner** in building a system of care

13

*Source: Medi-Cal's Strategy to Support Health and Opportunity for Children and Families, March 2022

First 5 Riverside County's investments promote an integrated system of prevention and early intervention services and coordinated care in diverse settings to meet families where they are



Home Visiting



Behavioral Health
SET-4-School



Maternal and Child
Prevention & Early
Intervention
System Strategies



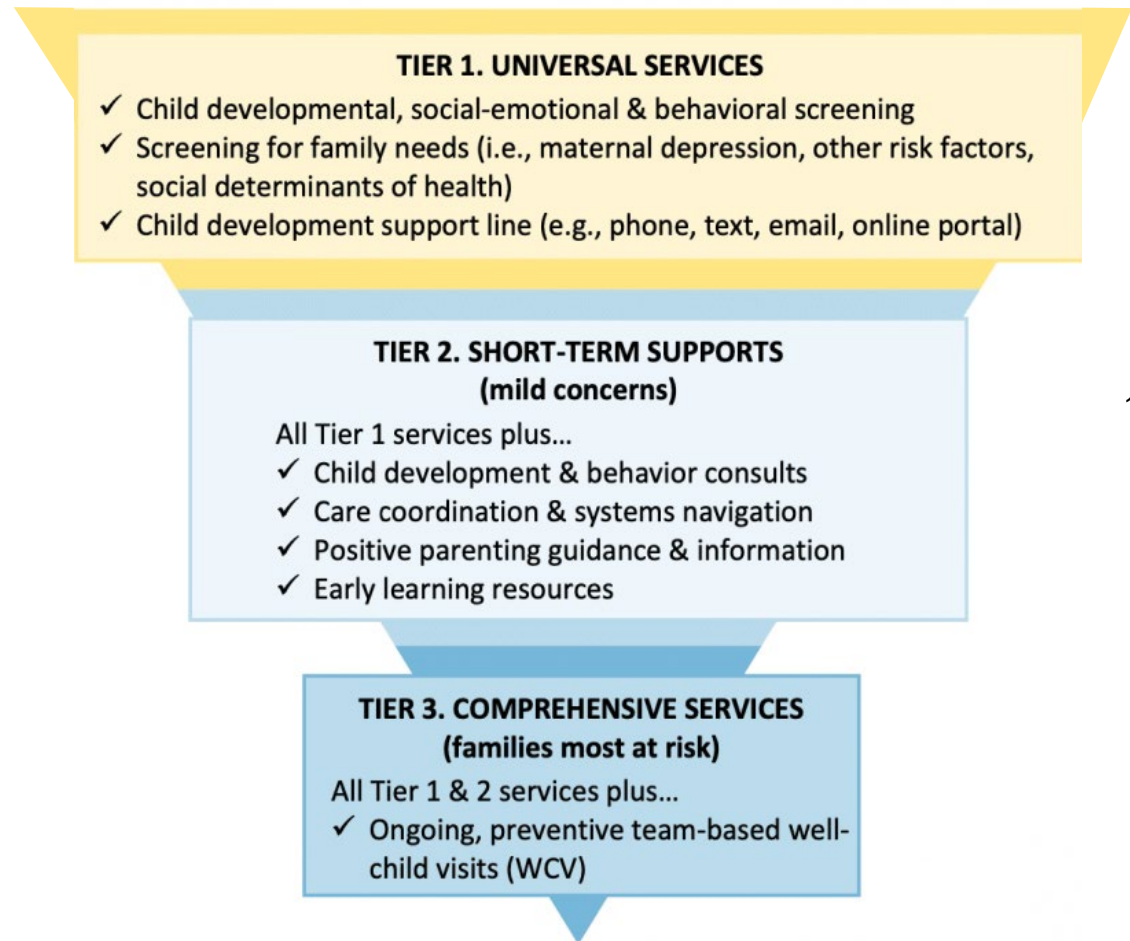
Family*
Resource
Centers



Help Me Grow
Inland Empire

* Comparable to IEHP Community
Resource Centers

■ **HealthySteps: Nationally-recognized evidenced-based model, tiering intervention based on family risk factors**



15

Child

Vaccines: Children were up to 1.6x more likely to receive timely vaccinations and 1.4x more likely to be up to date on vaccinations by age 21

Developmental Screenings: Children were 8x more likely to receive a developmental assessment and had significantly higher rates of developmental and other nonmedical referrals

Well-Child Visits: 2.4 times more likely to receive timely well child visits and to attend all of the first 10 recommended well-child visits

Autism Diagnosis: Median age of autism diagnosis for children who screened at the high-risk level was two years earlier than the national median

ER Visits: Children were 23% less likely to visit the emergency room for injuries in a 1-year period

Maternal

Maternal Depression: Mothers with depressive symptoms reported significantly fewer symptoms after receiving HealthySteps and that symptoms decreased at a faster rate than comparable mothers

16

Provider

Physician Satisfaction: Physicians were over 5x more likely to be very satisfied with the ability of clinical staff to meet children's developmental and behavioral need

11

HealthySteps in Riverside County: 3 Pilot Organizations started in 2019

Borrego Community Health Foundation (Borrego)

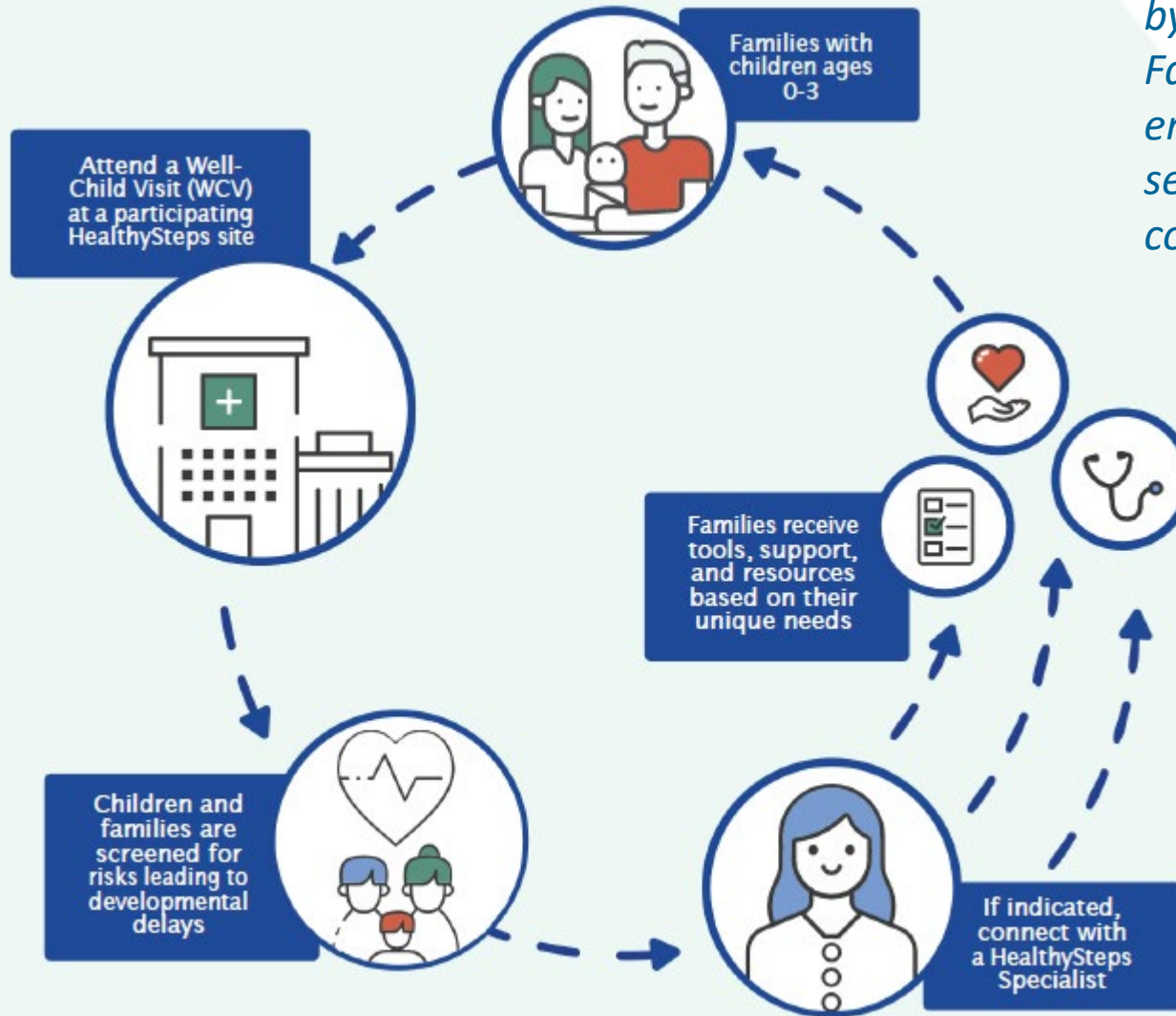
- Borrego is a non-profit 501(c)(3) Federally Qualified Health Center (FQHC)
- Serve communities across Riverside, San Bernardino, and San Diego counties.
- HealthySteps was piloted in Borrego community health centers in the cities of Cathedral City, Desert Hot Springs, San Jacinto, and Riverside.

Rady Children's Hospital (Rady)

- Rady is a nonprofit pediatric care facility that has offices located throughout San Diego and Riverside counties.
- Dedicated pediatric acute care hospital that provides primary care services in 28 practices in addition to specialty, mental health, and developmental services.
- HealthySteps was piloted at satellite locations in Murrieta and Temecula.

Riverside University Health System - Medical Center (RUHS)

- RUHS is a public general hospital providing primary and specialty care throughout Riverside County
- RUHS operates FQHC¹⁷ community-based health centers for underserved communities.
- HealthySteps was piloted at RUHS's main campus in Moreno Valley.



HealthySteps in Riverside County: Children Served by Tier FY 21/22

HealthySteps Tier	Borrego	Rady	RUHS	TOTAL
Tier 1: All children and families receive developmental, social-emotion and behavioral screenings and access to a child development support line	2,946	4,761	1,948	9,655
Tier 2: Tier 1 services plus child development and behavioral consults, care coordination/case management and systems navigation, positive parenting information and access to early learning resources	456	285	220	961
Tier 3: Tier 1 and 2 services and ongoing preventative team-based well child visits at the practice site and in family home for families at greatest risk	1,007	1,754	414	3,175

- HealthySteps reaching more than almost 10,000 children and families annually through the three pilot sites (less than approximately 5% of the 0-5 population)
- Over 40% of children reached, require more intensive supports (Tiers 2 & 3) including referrals for early intervention, mental health, and other family services

Sources:
 First 5 Riverside County Agency Progress Report 2021–2022
 KidsData, Population by age by County

■ Sustainability and System Integration Opportunities

+ Community Health Worker – July 2022

- + Preventive health services provided by skilled and trained health educators who work directly with individuals who may have difficulty understanding, and/or interacting with providers due to cultural and/or language barriers including:
 - + Health education
 - + Health navigation
 - + Screening and referrals

+ CalAIM ECM Benefit for Youth – January 2023

20

- + "High risk" populations, including children at risk of homelessness or engaged in the child welfare system with case management services and other community supports.

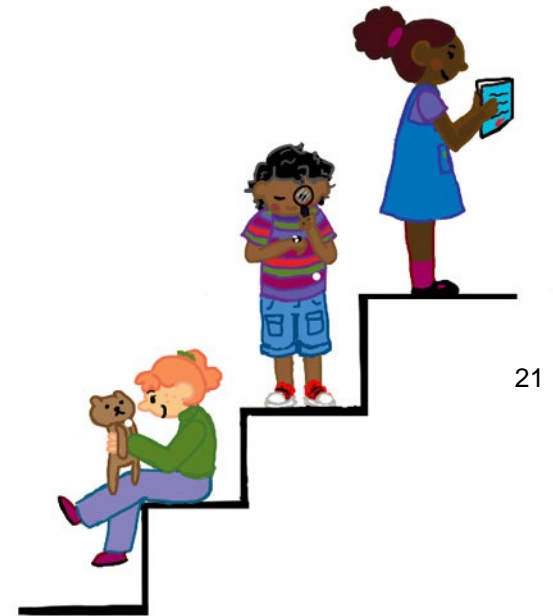
+ Dyadic Care Benefit – January 2023

- + Integrated physical and behavioral health screenings and services for the whole family.
- + Evidence-based family therapy for children with risk factors and allows for up to five sessions without a diagnosis.
- + For children under age 21 risk factors can include conditions of the parent or guardian including: serious illness or disability, history of incarceration, depression, substance use disorder, intimate partner violence, and/or a teen parent.

Next Steps: Establishing a HealthySteps Learning Community in Riverside and Orange Counties

Agenda Item D.2

- + Create a learning community where HealthySteps sites in Riverside and Orange Counties can learn about, and share best practices about, creating sustainable HealthySteps programs that leverage state and federal funding
- + Maximize opportunities to implement new benefits
- + Foster increased collaboration among pilot sites to promote model fidelity, increased partnership opportunities, and program growth across the region
- + Launch in September 2022 and convene monthly over the next 6-8 months



3. Inland Empire Health Plan (IEHP) Presentation - Dr. Takashi Wada, MD MPH Chief Medical Officer

4. **Information Only** - First 5 Riverside County Cumulative Vendors Over 25K List FY 2022/2023 Report - **Receive and File** **23**



Riverside County Children & Families Commission

D.4

Cumulative Vendor List FY 22/23

	Description/Vendor	Action Item	Commission Approval Date	Total	Cumulative Total	YTD Expenditures
1	Membership - First 5 Association Dues & Communication Fund	22-26	5/11/2022	\$ 50,000	\$ 50,000	\$ 49,557
2	Total Plan - Office Reconfigurations	22-26	5/11/2022	\$ 100,000	\$ 100,000	\$ -
3	Golden State Technology and/or Saitech - Computers & related equipment	22-26	5/11/2022	\$ 150,000	\$ 150,000	\$ -
4	SupplyBank.org - Diaper kits	22-26	5/11/2022	\$ 100,000	\$ 100,000	\$ -
5	Lakeshore Equipment Company - Learning materials	22-26	5/11/2022	\$ 50,000	\$ 50,000	\$ -
6	CM Supply - Learning materials	22-26	5/11/2022	\$ 50,000	\$ 50,000	\$ -
7	Discount School Supply - Learning materials	22-26	5/11/2022	\$ 50,000	\$ 50,000	\$ -
8	Regional Access Project Foundation - Sponsorship	ED Approval		\$ 33,000	\$ 33,000	\$ 33,000 ²³

5. **Information Only** - First 5 Riverside County Agency Progress Report
July 1, 2021- June 30, 2022 - **Receive and File**

25





FIRST 5 RIVERSIDE COUNTY



AGENCY PROGRESS REPORT

JULY 1, 2021 - ²⁵JUNE 30, 2022

TABLE OF CONTENTS

02

PURPOSE OF THIS REPORT

03

GOAL AREA 1

08

GOAL AREA 2

20

GOAL AREA 3

28

GOAL AREA 4

30

AGGREGATED DATA

36

RIVERSIDE COUNTY
SERVICES WITHIN
SUPERVISORIAL DISTRICTS

26



PURPOSE OF THIS REPORT



The mission of First 5 Riverside County (F5RC) is to invest in partnerships that deliver results in the areas of physical health, social-emotional health, cognitive development, and school readiness. In 2018, F5RC revised its strategic plan to reflect its ongoing commitment to the health and success of the children and families of Riverside County, and with a focus on four goal areas that are critical to the overall success of the children served: (1) quality early learning, (2) comprehensive health and development, (3) resilient families, and (4) countywide impact.

This report is intended to provide a periodic progress summary for agencies funded by F5RC consistent with the stated strategic goals. In viewing the report, please note that each agency serves a specific set of needs by implementing targeted, agreed upon programming. Progress is documented and reported monthly, or as indicated in the agency scope of work. Some targets are reflected across multiple fiscal years and/or project start date at various times throughout the fiscal year and may not reflect the total level accomplishments for the period of funded services.

Supplemental Notes

- The percentages in the donut charts represent agencies' actual performances compared to their targeted projections.
- Not all actuals contain target projections.
- Agency accomplishments that exceed 100% in the donut charts are color-coded green.
- Grayscale in screening and assessment tables indicate that tools are not applicable for agency (model).
- Please refer to the First 5 Riverside County Annual Report at the end of each fiscal year for a more complete accounting of annual progress.

GOAL 1: QUALITY EARLY LEARNING

Children, birth through age 5, benefit from high-quality early education, early intervention, family engagement and support that prepares all children to reach their optimal potential in school and life.



INITIATIVE

First 5 Riverside County Hybrid Alternate Payment Program

AGENCY

Riverside County Office of Education (RCOE)

MAIN ACTIVITIES

- First 5 Riverside County (F5RC) Hybrid Alternate Payment (F5 RHAP) Program is a subsidized reimbursement program for low-income children 0-5 years of age to access early learning education in quality settings.
- Incentives promote the retention of early learning staff by supporting quality improvement efforts at the rated facilities.
- RHAP provides access to scholarships for families who may not have access through other programs, such as grandparents raising grandchildren; families in crisis; and children with special needs.

INDIVIDUAL AGENCY ACCOMPLISHMENTS

- On average, **63** early learning scholarships were provided on a monthly basis.

SYNOPSIS

- RCOE received additional state funds through the California Alternative Payment Program resulting in a decrease in RHAP funded enrollment.
- RCOE works with providers to refer families with immediate needs or special populations to support with RHAP enrollment.
- RCOE provided family and provider support services at the Mecca FRC to address the high needs population with direct access to ECE services.
- *A mother was fleeing an abusive relationship and needed to find stable child care while she looked for work. QSRC helped her obtain child care and she was able to find a job - and become independent of her abuser.*

28

195 Quality Start Riverside County sites received incentives across tier levels 2 through 5



19,836 total incentives



168 children served through RHAP scholarships

GOAL 1: QUALITY EARLY LEARNING

Children, birth through age 5, benefit from high-quality early education, early intervention, family engagement and support that prepares all children to reach their optimal potential in school and life.



INITIATIVE

Coordination and Administration of Training & Professional Development for Quality Start Riverside County

AGENCY

Consortium for Early Learning Services

MAIN ACTIVITIES

- Trainings in early learning are coordinated and managed to support educators participating in Quality Start Riverside County (QSRC).
- The provision of training and professional development activities focus on elevating the quality in the workforce across the QSRC system.

INDIVIDUAL AGENCY ACCOMPLISHMENTS



1,523 people successfully completed trainings this year



115 Introductory Trainings were provided



93% of training attendees also participate in Quality Start Riverside County

SYNOPSIS

- The Heart for Health Conference and the Mid-Region STEM Conference - Scientific Inquiry were attended by early childhood educators from throughout Riverside County.
- 113 Professional Growth activities were offered at the conferences.
- 476 total hours of virtual training across 193 calendar days.
 - F5RC co-sponsored three events with the Consortium
 - 469 new training participants

GOAL 1: QUALITY EARLY LEARNING

Children, birth through age 5, benefit from high-quality early education, early intervention, family engagement and support that prepares all children to reach their optimal potential in school and life.



INITIATIVE

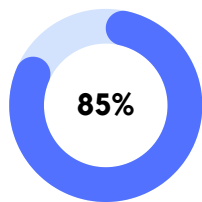
Raising A Reader (RAR)

AGENCY

United Way of the Desert (UWD)

INDIVIDUAL AGENCY

ACCOMPLISHMENTS



1,581 of 1,860 children borrowed books on a monthly basis through the Raising A Reader (RAR) program held at targeted school sites.

MAIN ACTIVITIES

- Children at participating school sites borrow 3-4 books each week for at least 20 weeks to take home and read with their families, improving literacy and reading habits.
- At least 25% of classrooms participating in RAR provide weekly, one-on-one and/or group reading activities.
- Parent engagement events to boost literacy are held at each participating school sites twice annually.
- Children are connected to resources at local libraries.
- Children are provided with one free book to keep upon program completion.

SYNOPSIS

- RAR implementation continued across participating school sites in the Desert Sands Unified School District, Palm Springs Unified School District, and Coachella Valley Unified School District.
- Using a new incentive system, RAR survey response rates were significantly higher than in previous years, providing greater information on outcomes and outputs for the program.
- *United Way of the Desert used a donation they received from a company called NuTone to purchase literacy materials for children who participate in Raising A Reader. They purchased coloring books, crayons, chalkboards, and model alphabet letters and United Way volunteers (including NuTone employees) packaged them in bags and gave them to children who completed RAR.*

GOAL 1: QUALITY EARLY LEARNING

Children, birth through age 5, benefit from high-quality early education, early intervention, family engagement and support that prepares all children to reach their optimal potential in school and life.



INITIATIVE

Raising a Reader

AGENCY

First 5 Riverside County partnership with Raising A Reader Foundation

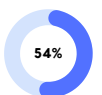
MAIN ACTIVITIES

- Beginning April 2022, this program was piloted at the Mead Valley FRC to serve 50 children overlapping two fiscal years.
- Children at targeted FRCs borrow 4 books each week for 8 weeks to take home and read with their families, improving literacy and reading habits.
- Participating families attend weekly bilingual group reading sessions.
- Literacy strategies are modeled for parents to use at home.
- Children are connected to resources at their local libraries and receive a library card.
- Families are connected to county services and local community activities.
- Children are provided with free books to keep upon program completion.

INDIVIDUAL AGENCY ACCOMPLISHMENTS



2 Cohorts with 8 sessions



27 of 50 children participated in the RAR program at targeted Family Resource Centers (FRCs).



19 children graduated from RAR

SYNOPSIS

- Participating families toured local libraries where they met staff, completed library card applications, and learned about library resources. Children received a Blue Library Bag with new books to keep.
- Pre/Post surveys revealed that 3 out of 6 RAR participating families increased at-home shared reading experiences from "not reading at all" to "2-3 times a week" and/or "reading at least once a week" to "2-3 times a week", demonstrating improved reading habits.
- The RAR program is expected to expand services to the Desert Hot Springs FRC and the child care center at Mt. San Jacinto College, marking the first time a QSRC provider has hosted the RAR program in partnership with F5RC.
- **A hearing impaired father was referred to Raising A Reader by F5RC staff and his American Sign Language interpreters to help him learn about the positive benefits reading to his children will have on their brain development -- even when books are read in sign language!**

GOAL 1: QUALITY EARLY LEARNING

Children, birth through age 5, benefit from high-quality early education, early intervention, family engagement and support that prepares all children to reach their optimal potential in school and life.



INITIATIVE

LENA Start, LENA Home, & LENA Grow

AGENCY

First 5 Riverside County partnership with LENA Foundation

MAIN ACTIVITIES

- Language ENvironment Analysis (LENA) uses technology to create sustainable increases in the quality and quantity of talk between children and their parents and/or caregivers through actionable feedback and coaching. Increased talk strengthens families, improves children’s performance in school, and increases early literacy and school readiness.
- LENA **Start** is an evidence-based community program designed to engage families and help them learn how to increase conversation with their children during the first few years of life. Interactive talk — specifically back-and-forth conversation — has been proven to be a key factor in healthy early brain development.
- LENA **Grow** brings LENA technology to child care classrooms, boosting social-emotional development and increasing kindergarten readiness.
- LENA **Home** supports home visitors working to help their families add an increased focus on talk and positive interactions.

INDIVIDUAL AGENCY ACCOMPLISHMENTS

START



37 of 45 families participated in the LENA Start program



34 families graduated from LENA Start

GROW



100 of 105 families participated in the LENA Grow program



10 early learning classrooms participated in LENA Grow



98 families graduated from LENA Grow

HOME



11 of 11 families participated in LENA Home.



11 families participated in LENA Home through Home Visiting



3 families graduated from LENA Home

SYNOPSIS

- In the last year, staff trained at F5 partner agencies have expanded LENA cohorts to families with children ages 0-33 months at Family Service Association, Riverside County Office of Education, and Riverside County Library System.
- The Commission approved funding to expand LENA programs to new populations of children: LENA Grow began in early childhood classrooms to help increase kindergarten readiness for children; and LENA Home, that is being used in home visiting settings.

GOAL 2: COMPREHENSIVE HEALTH & DEVELOPMENT

Children, prenatal through age 5, and their families access the full spectrum of health and behavioral health services needed to support their healthy physical and social-emotional development and overall health.



INITIATIVE

Early Identification and Early Intervention-Integrated System of Care

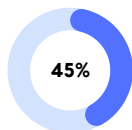
AGENCY

Riverside University Health System - Behavioral Health (RUHS-BH)

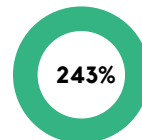
MAIN ACTIVITIES

- Children receive behavioral health screenings, early intervention and treatment to promote social competence and decrease disruptive behavior disorders.
- Parents/caregivers are connected with outcome-based, integrated services through a coordinated, single point of entry to reduce obstacles to receiving comprehensive care for children.

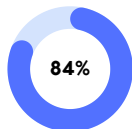
INDIVIDUAL AGENCY ACCOMPLISHMENTS



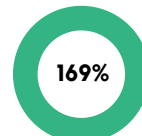
108 of 240 children reviewed via the Child Study Team.



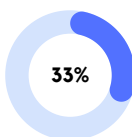
584 of 240 children served with full treatment intervention Parent-Child Interaction Therapy (PCIT).



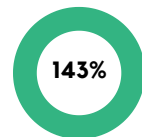
294 of 350 children served with pro-social small groups.



135 of 80 parents received case management services.



149 of 450 teachers provided with professional development training opportunities.



714 of 500 children served with pro-social large groups.



SYNOPSIS

- COVID negatively impacted the ability for school districts and community agencies to support trainings due to challenges around turnover and implementing new regulations. This resulted in lower utilization numbers than initially expected.
- The Growing Healthy Minds Collaborative was created in January 2020 and continues to grow with over 200 members involved in child development across Riverside County.
- Meetings and trainings last year included topics such as: Domestic Violence on the Family System, Social Identities, Special Needs, Supporting Social Emotional Development, and Assessing children and families' unique 'Racial Disparities'.
- *A 4-year-old boy was one of the 584 children who received PCIT this past year after he continued to have severe temper tantrums, aggression, and defiant behavior in his preschool class. His teacher began PCIT techniques with him in the classroom and the child learned appropriate behaviors he could display and positive pro-social skills. His self-esteem improved - significantly lessening his disruptive behavior. His entire class benefitted as well!*

GOAL 2: COMPREHENSIVE HEALTH & DEVELOPMENT

Children, prenatal through age 5, and their families access the full spectrum of health and behavioral health services needed to support their healthy physical and social-emotional development and overall health.



INITIATIVE

Drowning Prevention

608 total participants were served across all sites

AGENCY

Cathryn Van Der Linden

(DBA SoCal Water Babies Swim School)

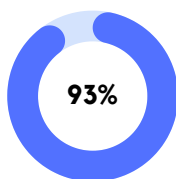
MAIN ACTIVITIES

- A submersion survival-oriented swim lesson series is subsidized for children age 6 months through age 5, targeting low-income children and those with special needs who may be at high-risk for drowning.
- The self-rescue instruction is delivered using one of the following models: Infant Swimming Resource's Self-Rescue® (ISR), Infant Aquatics, Infant Survival Float or Infant Survival Swimming program curriculum which includes the Survival Float (6 months and up) and Swim-Float-Swim (3-5 years old).
- Parents/caregivers learn what constitutes direct supervision, the definition of adequate water supervision, early CPR intervention and water and home safety checklists.

INDIVIDUAL AGENCY ACCOMPLISHMENTS



186 of 170 children ages 6 months through 5 years of age, participated in the Survival Float and/or Swim-Float program (**31 children** received refresher classes).



142 of 153 children completed the rollback to float sequence.



314 of 289 parents received drowning prevention education, and 76% ($n=220$) demonstrated improvement on the pre/post survey.



328 children ages 6 months through 5 years of age received swimming lessons

SYNOPSIS

- Capacity for swim lessons has reached waitlist only status for families in the Riverside area, however, the contractor worked with families who needed urgent attention to receive lessons. Lessons are in Palm Springs, Riverside and French Valley areas.
- *A 3-year-old child had just started taking drowning prevention lessons when he fell into the pool in his backyard. Fortunately, once he hit the water he knew to roll over on his back to float - and saved his own life! The boy's grateful mom was outside and able to pull him to safety.*

GOAL 2: COMPREHENSIVE HEALTH & DEVELOPMENT

Children, prenatal through age 5, and their families access the full spectrum of health and behavioral health services needed to support their healthy physical and social-emotional development and overall health.



INITIATIVE

Drowning Prevention

608 total participants were served across all sites

AGENCY

Corona-Norco Family YMCA

MAIN ACTIVITIES

- Corona-Norco Family YMCA offers subsidized swimming lessons to children aged 6-months through 5 years.
- Instructors are trained to teach safety around water using a specific curriculum for each class designed to help participants progress through various skills needed to be safe and to enjoy being in the water.

INDIVIDUAL AGENCY ACCOMPLISHMENTS



152 children ages 6 months through 5 years of age received swimming lessons

SYNOPSIS

- First 5 began funding swim lessons in May 2022. A total of 152 children received swim scholarships. The Corona-Norco Family YMCA was able to open a new swim lesson program in FY 2021-2022.
- *A 5-year-old boy was scared of going into the pool during the first two swim classes. It took the instructor, a lifeguard and the boy's father several attempts to coax him in, but he would not budge. The instructor gave the child's parents some guidance and skills they could practice at home to help him be more comfortable with going into the pool. Through this continued group effort, the boy went in the pool and completed the remaining swim classes. He is now registered for a second session of swim lessons and is progressing through the skills quickly.*

GOAL 2: COMPREHENSIVE HEALTH & DEVELOPMENT

Children, prenatal through age 5, and their families access the full spectrum of health and behavioral health services needed to support their healthy physical and social-emotional development and overall health.



INITIATIVE

Drowning Prevention

Temecula Swim Scholarships

608 total participants were served across all sites

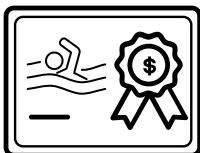
AGENCY

City of Temecula

MAIN ACTIVITIES

- The City of Temecula offers subsidized swimming lessons to children aged 6-months through 5 years, targeting low-income children and those with special needs who may be at high-risk for drowning.
- Classes are designed to help children progress through various skill levels needed to be safe and to enjoy being in the water.
- Adaptive swim lessons are available for children with special needs ages 5 and under.

INDIVIDUAL AGENCY ACCOMPLISHMENTS



61 children received scholarships ages 6 months through 5 years of age to participate in swimming lessons

SYNOPSIS

- First 5 provided sponsorship for an existing program within the City of Temecula.
- Swim lessons included Parent and Me, Beginning Toddler, Advanced Toddler, and Level 1, that teaches basic swim strokes.
- First 5 scholarships are reserved for children whose families/caregivers receive public assistance and qualify based on household size and income.

GOAL 2: COMPREHENSIVE HEALTH & DEVELOPMENT

Children, prenatal through age 5, and their families access the full spectrum of health and behavioral health services needed to support their healthy physical and social-emotional development and overall health.



INITIATIVE

Drowning Prevention

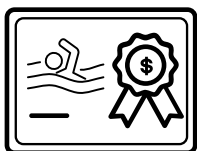
Swim Lesson Scholarships

608 total participants were served across all sites

AGENCY

Jurupa Area Recreation & Park District

INDIVIDUAL AGENCY ACCOMPLISHMENTS



Total of 67 children served

Rubidoux High School



25 children served ages 6-months through 5 years of age received swimming lessons.

Jurupa Valley High School



42 children served ages 6-months through 5 years of age received swimming lessons.

MAIN ACTIVITIES

- Jurupa Area Recreation & Park District offers subsidized swimming lessons to children aged 6-months through 5 years, targeting low-income children who may be at high-risk for drowning.
- Classes are designed to help children progress through various skill levels needed to be safe and to enjoy being in the water.
- Sessions are offered every two weeks.

SYNOPSIS

- Swim Lessons included Parent and Child Aquatics and Preschool Aquatics.
- First 5 scholarships are reserved for children whose families/caregivers receive public assistance and qualify based on household size and income.

GOAL 2: COMPREHENSIVE HEALTH & DEVELOPMENT

Children, prenatal through age 5, and their families access the full spectrum of health and behavioral health services needed to support their healthy physical and social-emotional development and overall health.



INITIATIVE

Help Me Grow - Inland Empire

AGENCIES

First 5 Riverside County + First 5 San Bernardino + Loma Linda University Children's Hospital

MAIN ACTIVITIES

- Help Me Grow – Inland Empire (HMGIE) 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 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.

INDIVIDUAL AGENCY ACCOMPLISHMENTS



2,174 Social Determinants of Health screenings were completed for children aged 0-5 in Riverside County.



2,927 Ages & Stages Questionnaires (ASQ-3) screenings were completed for children aged 0-5 years of age in Riverside County.



697 Ages & Stages Questionnaires Social-Emotional (ASQ:SE-2) screenings were completed for children aged 0-5 years of age in Riverside County.



94 children received an **Early Childhood Oral Health Assessment (ECOHA)**

SYNOPSIS

- In comparison to last year, the total number of screenings significantly increased to 5,892.
- A software build to expand the pilot Electronic Data System (EDS) is currently begin developed. Once complete, any approved screening partner will be able to login through the HMGIE website, issue questionnaires to families of young children, see results, and make referrals to HMGIE's Central Access Point (CAP) .
- *Storyland Preschool served as a screening partner. Within two weeks of this partnership, all children attending Storyland completed requested screenings and HMGIE's Community Health Worker visited the site to provide information to interested parents about available services.*

GOAL 2: COMPREHENSIVE HEALTH & DEVELOPMENT

Children, prenatal through age 5, and their families access the full spectrum of health and behavioral health services needed to support their healthy physical and social-emotional development and overall health.



INITIATIVE

HealthySteps

9,655 total services across all sites

AGENCIES

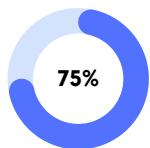
Borrego Community Health Foundation

5 locations with the HealthySteps model

MAIN ACTIVITIES

- HealthySteps (HS) is designed to enhance the ability of pediatric practices to serve families with young children. 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 tiers:
- **Tier 3** includes 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 for families most at-risk.
- **Tier 2** includes all Tier 1 services and child development and behavioral consults, care coordination/case management and systems navigation, positive parenting guidance information and access to early learning resources.
- **Tier 1** includes child developmental, social-emotional and behavioral screenings, family needs screenings and access to a child development support line. All children seen at the health center receive this tier.

INDIVIDUAL AGENCY ACCOMPLISHMENTS:



Tier 3 - 1,007 of 1,350 children received team based well-child visits.



Tier 2 - 456 children received development and behavior consults.



Tier 1 - 2,946 children ages 0-3 receive screenings and child development support.

SYNOPSIS

- HS Specialists continued to provide drive-thru events, as well as virtual and limited in-person clinic visits. Specialists adjusted service implementation due to COVID regulations and accommodated based on community needs.
- The HS Impact Report was released in early 2022 and highlighted the accomplishments and community impact of all three HS pilot programs.
- *During a well-child visit, the mother of a 2-year-old told the HealthySteps Specialist her family was struggling financially. She said she was receiving WIC benefits, but needed more assistance and didn't know how to find them on her own. The HS Specialist made an appointment for her to receive CalFresh and gave her information and phone numbers for bill-reducing programs, emergency rental assistance programs, food/clothing assistance and a diaper bank.*

GOAL 2: COMPREHENSIVE HEALTH & DEVELOPMENT

Children, prenatal through age 5, and their families access the full spectrum of health and behavioral health services needed to support their healthy physical and social-emotional development and overall health.



INITIATIVE

HealthySteps

9,655 total services across all sites

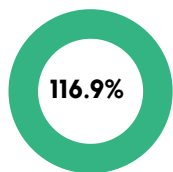
AGENCIES

Rady Children's Hospital

2 locations with the HealthySteps model

INDIVIDUAL AGENCY

ACCOMPLISHMENTS:



Tier 3 - 1,754 of 1,000 children received team based well-child visits.



Tier 2 - 285 children received development and behavior consults.



Tier 1 - 4,761 children ages 0-3 receive screenings and child development support.

MAIN ACTIVITIES

- HealthySteps (HS) is designed to enhance the ability of pediatric practices to serve families with young children. 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 tiers:
- **Tier 3** includes 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 for families most at-risk. .
- **Tier 2** includes all Tier 1 services and child development and behavioral consults, care coordination/case management and systems navigation, positive parenting guidance information and access to early learning resources.
- **Tier 1** includes child developmental, social-emotional and behavioral screenings, family needs screenings and access to a child development support line. All children seen at the health center receive this tier.

SYNOPSIS

- Successfully implemented new database that can better track families and referrals placed for each child.
- Continued the Health's Early Roots and Origins (HERO) study with HealthySteps National Office and the Harvard Center for the Developing Child, which focuses on measuring toxic stress in young children at pediatric offices.
- The HS Impact Report was released in early 2022 and highlighted the accomplishments and community impact of all three HS pilot programs.
- Parent feedback from the HealthySteps Satisfaction Survey regarding their HealthySteps Specialist included:
 - Knowledgeable and always willing to answer our questions. I felt like she really cared about my son and his development.
 - They let me speak Tagalog because we are both Filipino. I liked it because I was able to express myself and my concerns about my baby more.

GOAL 2: COMPREHENSIVE HEALTH & DEVELOPMENT

Children, prenatal through age 5, and their families access the full spectrum of health and behavioral health services needed to support their healthy physical and social-emotional development and overall health.



INITIATIVE

HealthySteps

9,655 total services across all sites

AGENCIES

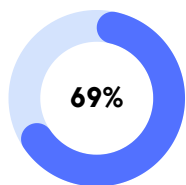
Riverside University Health System - Medical Center

1 location with the HealthySteps model

MAIN ACTIVITIES

- HealthySteps (HS) is designed to enhance the ability of pediatric practices to serve families with young children. 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 tiers:
- **Tier 3** includes 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 for families most at-risk.
- **Tier 2** includes all Tier 1 services and child development and behavioral consults, care coordination/case management and systems navigation, positive parenting guidance information and access to early learning resources.
- **Tier 1** includes child developmental, social-emotional and behavioral screenings, family needs screenings and access to a child development support line. All children seen at the health center receive this tier.

INDIVIDUAL AGENCY ACCOMPLISHMENTS:



Tier 3 - 414 of 600 children received team based well-child visits.



Tier 2 - 220 children received development and behavior consults.



Tier 1 - 1,948 children ages 0-3 receive screenings and child development support.

SYNOPSIS

- The HealthySteps Impact Report was released in early 2022 and highlighted the accomplishments and community impact of all three HealthySteps pilot programs.
- *HS Specialist (HSS) had a visit with a family that recently migrated from another country. The family reported that their child had a complex medical condition and the family expressed frustration over having a language barrier and navigating the healthcare system in the U.S. The HSS was able to provide education and assist the family in better understanding each specialty appointment and helped them secure transportation to appointments.*

GOAL 2: COMPREHENSIVE HEALTH & DEVELOPMENT

Children, prenatal through age 5, and their families access the full spectrum of health and behavioral health services needed to support their healthy physical and social-emotional development and overall health.



INITIATIVE

Maternal Fetal Medicine Capacity Building Initiative - Improving Patient Access and Intervention for High-Risk Pregnancy

AGENCY

Riverside University Health System - Medical Center

MAIN ACTIVITIES

- This initiative is building new specialty provider capacity in Riverside County through the following objectives:
 - Recruit a new Maternal Fetal Medicine (MFM) Provider for the county
 - Optimize the MFM Provider practice
 - Establish a research endowment, focused on pregnancy and supports for children 0-5
 - Equip six Community Health Clinics with telehealth capabilities
 - Interconnect hospitals, providers, and existing perinatal services

INDIVIDUAL AGENCY ACCOMPLISHMENTS:



262 women served by the Maternal Fetal Medicine practice with an ultrasound.



Serves patients in Blythe **1 day per week**.



3 hospitals or clinics educated on Maternal Fetal Medicine and telehealth services.

SYNOPSIS

- RUHS equipped 5 clinics with ultrasound and telehealth technology, which exceeds the target of two clinics per FY.
- RUHS is prepared to begin referring clients to other F5RC funded programs, including HMGIE, HealthySteps and Home Visiting programs. They will begin documenting the number of women and children served via telehealth at each clinic equipped with the technology.

GOAL 2: COMPREHENSIVE HEALTH & DEVELOPMENT

Children, prenatal through age 5, and their families access the full spectrum of health and behavioral health services needed to support their healthy physical and social-emotional development and overall health.



INITIATIVE

Reach Out and Read Inland Empire

AGENCY

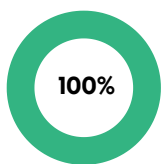
American Academy of Pediatrics, District IX, Chapter 2 (AAP)

INDIVIDUAL AGENCY

ACCOMPLISHMENTS:



50,308 books were distributed to children at their well-child visit.



10 of 10 additional program sites recruited in Riverside County.

MAIN ACTIVITIES

- The AAP, District IX, Chapter 2, acting as the Affiliate for ROAR Inland Empire, will perform the following:
 - Prioritize serving traditionally hard-to-reach populations in low-income and high need community settings and partner with medical clinics and healthcare sites.
 - Implement a 3-part model to support and promote early literacy, school readiness and parental engagement during regular pediatric visits, including:
 - Providing doctors and nurses with an important diagnostic tool – a developmentally appropriate book – to assess a child’s developmental progress.
 - Following their medical provider’s advice, parents read aloud with their children more often and engage them in literacy-rich activities.

SYNOPSIS

- A weekly communications email to providers called "Tuesday Takeaways" allows for feedback from sites, including printing/laminating information from emails which may be posted at pediatricians' offices.
- Topics to educate parents about reading included a *Developmental Disabilities Literacy Promotion Guide*, *Reading Tips for Your Family* in both English and Spanish, *Books at Birth* promotion, and Summer Slide messaging with resources for summer reading programs through the Riverside County Library System and the San Bernardino Public Library.
- *Dr. Claudia Camacho of Children's Primary Care Medical Group in Wildomar, said that the ROAR books have helped her in the process of developmental screenings for autism. This was shared in a "Tuesday Takeaway" email highlighting the Developmental Disabilities Literacy Promotion Guide for Pediatric Healthcare Providers from National Reach Out and Read.*

GOAL 2: COMPREHENSIVE HEALTH & DEVELOPMENT

Children, prenatal through age 5, and their families access the full spectrum of health and behavioral health services needed to support their healthy physical and social-emotional development and overall health.



INITIATIVE

The Early Childhood Oral Health Assessment (ECOHA) Program

432 children received an ECOHA across all programs

AGENCY

California Northstate University

MAIN ACTIVITIES

- The Early Childhood Oral Health Assessment (ECOHA) Program was part of the California Medi-Cal Dental Transformation Initiative (DTI).
- 2 out of 3 trainings were facilitated on the use of ECOHA and motivational interviewing.
- Hired a dental hygienist in May of 2022 to create and manage a dental referral system and provide resources to families and warm handoffs to dentists for children who are deemed high risk.
- Dr. Glassman and Team created a sister screening tool to the ECOHA called the POHA (Prenatal Oral Health Assessment), which is used to screen pregnant women and their risk for dental issues.

INDIVIDUAL AGENCY ACCOMPLISHMENTS:



52 Home Visiting providers have been trained on how to administer the ECOHA

SYNOPSIS

- 75% of children had a low risk score while 16% were medium, and 9% were high risk.
- Out of the children ranked high risk, 16% reported follow-ups were done by the Home Visitor, and 12% reported follow-ups were conducted by a dentist or hygienist.



GOAL 3: RESILIENT FAMILIES



Families and communities are engaged, supported, and strengthened through culturally effective resources and opportunities that assist them in nurturing, caring, and providing for their children’s success and well-being.

INITIATIVE

Home Visiting - **12,112 total visits** across all programs.

AGENCY

Blindness Support Services (BSS)

MAIN ACTIVITIES

- Provide home visiting and training to children who are blind, visually impaired, or have other sensory disabilities, and their families.
- BSS uses Parents As Teachers (PAT) model, serving children from prenatal period to kindergarten.
- The home visits focus on three areas of emphasis—parent-child interaction, development-centered parenting, and family well-being.
- A total of 213 Talk, Read, Sing Diaper Kits were provided to the agency for distribution to families participating in the home visiting program.

INDIVIDUAL AGENCY ACCOMPLISHMENTS



48 of 42 parents served with the Parent as Teachers (PAT) home visiting program.



44 of 42 children served with the PAT home visiting program.



516 total visits conducted.

SYNOPSIS

- BSS strengthened community collaboration with UCR Medical students by helping them better understand the needs and perspectives on how to support the BSS population.
- *After enrolling in the program, a 5-year-old boy diagnosed with quadriplegic cerebral palsy has improved in fine motor skills. This is a huge success for the family who has struggled in the past with helping him progress.*

GOAL 3: RESILIENT FAMILIES

Families and communities are engaged, supported, and strengthened through culturally effective resources and opportunities that assist them in nurturing, caring, and providing for their children's success and well-being.



INITIATIVE

Home Visiting - **12,112 total visits** across all programs.

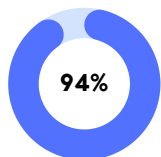
AGENCY

Family Services Association

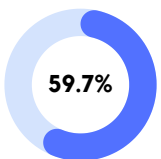
MAIN ACTIVITIES

- Home visits are provided to families, including expectant and new mothers who are at-risk socially and emotionally for child abuse, neglect and other adverse childhood experiences.
- A total of 163 Talk, Read, Sing Diaper Kits were provided to the agency for distribution to families participating in home visiting.

INDIVIDUAL AGENCY ACCOMPLISHMENTS



63 of 67 parents were served with the SafeCare home visiting program.



20 of 67 children were served with the SafeCare home visiting program.



753 total visits conducted.

SYNOPSIS

- The SafeCare parent training includes three modules: (1) Planned Activities Training, which focuses on parent-child/parent-infant interactions; (2) infant and child health; and (3) home safety.
- *A grandparent couple has benefitted from the Safe Care program with improvement in challenging behaviors, creating a safe environment and achievable expectation for their grandchild. In reflection, the grandmother stated she wished she had home visitation when she was raising her own children.*

GOAL 3: RESILIENT FAMILIES

Families and communities are engaged, supported, and strengthened through culturally effective resources and opportunities that assist them in nurturing, caring, and providing for their children's success and well-being.



INITIATIVE

Home Visiting - **12,112 total visits** across all programs.

AGENCY

John F. Kennedy Foundation

MAIN ACTIVITIES

- There are two program models for this agency: **SafeCare (SC)** and **Healthy Families America (HFA)**. Home visits provided to families including expectant and new mothers who are at-risk socially and emotionally for child abuse, neglect and other adverse childhood experiences.
- The **SafeCare** parent training includes three modules: (1) Planned Activities Training, which focuses on parent-child/parent-infant interactions; (2) infant and child health; and (3) home safety.
- The **Healthy Families America** program model directly provides services to parents/caregivers. Expectant or new parents are screened and/or assessed as moderate to high-risk for child maltreatment and/or poor early childhood outcomes
- 698 Talk, Read, Sing Diaper Kits were provided to the agencies for distribution to families participating in HV programs.

INDIVIDUAL AGENCY ACCOMPLISHMENTS:

SafeCare (SC)



318 of 160 parents served with the SC home visiting program.

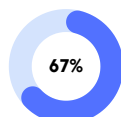


297 of 160 children served with the SC home visiting program.

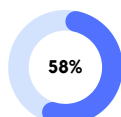


2,998 total visits conducted.

Healthy Families America (HFA) funded by CalWORKs



40 of 60 parents served with the HFA home visiting program.



35 of 60 children served with the HFA home visiting program.



463 total visits conducted.

SYNOPSIS

- JFK's FRC Networking Outreach efforts and community conversations have increased HVP enrollment and bridging families to resources throughout the desert region, which is a marginalized area.
- A total of 698 Talk, Read, Sing Diaper Kits were provided to the agencies for distribution to families participating in HV programs.

GOAL 3: RESILIENT FAMILIES

Families and communities are engaged, supported, and strengthened through culturally effective resources and opportunities that assist them in nurturing, caring, and providing for their children's success and well-being.



INITIATIVE

Home Visiting - **12,112 total visits** across all programs.

AGENCY

Jurupa Unified School District

INDIVIDUAL AGENCY ACCOMPLISHMENTS

HIPPY Non-CalWORKs

120% 126 of 105 parents served with the HIPPY home visiting program.

114% 120 of 105 children served with the HIPPY home visiting program.

1,771 total visits conducted.

HIPPY funded by CalWORKs

34% 37 of 110 parents served with the HIPPY home visiting program.

32% 35 of 110 children served with the HIPPY home visiting program.

339 total visits conducted.

ParentChild+ (PC+)

50% 15 of 30 parents served with the PC+ home visiting program.

33% 10 of 30 children served with the PC+ home visiting program.

405 total visits conducted.

PAT funded by CalWORKs

116% 243 of 210 parents served with the PAT home visiting program.

117% 246 of 210 children served with the PAT home visiting program.

2,248 total visits conducted.

MAIN ACTIVITIES

- There are three program models for this agency: **Home Instruction for Parents of Preschool Youngsters (HIPPY)**, **ParentChild+ (PC+)**, and **Parents as Teachers (PAT)**. Home visits are provided to families with children facing poverty, isolation, language, and literacy barriers to promote their development. The program will serve children not attending a "curriculum-based" early care or education program and children ages 4-5 years who are entering kindergarten the following year.
- **HIPPY** focuses on parent-involved, early learning where they work with their children ages 3-5. This promotes a child's success in school and supports parents in becoming their first teacher.
- **PC+** matches families with community-based early learning specialists, who share their culture and language. The specialists model reading, conversation and play activities to stimulate parent-child interaction and promote the development of critical skills.
- JUSD utilizes research-based information, evidence-based practices, and implements the **PAT** curriculum to emphasize parent-child interaction, development-centered parenting, goal-setting and family well-being.
- 955 Talk, Read, Sing Diaper Kits were provided to the agencies for distribution to families participating in their programs.

SYNOPSIS

- The Day of the Child was held on April 13th with an estimated 650 participants in attendance and 20 Community agencies throughout Riverside County who shared resources to families. Families in all home visitation programs attended the event.
- A special focus on ECOHA was presented by PC+ and PAT to educate the families on dental hygiene.
- A total of 955 Talk, Read, Sing Diaper Kits were provided to the agencies for distribution to families participating in their programs.

GOAL 3: RESILIENT FAMILIES

Families and communities are engaged, supported, and strengthened through culturally effective resources and opportunities that assist them in nurturing, caring, and providing for their children's success and well-being.



INITIATIVE

Home Visiting - **12,112 total visits** across all programs.

AGENCY

Parentz@Work (P@W)

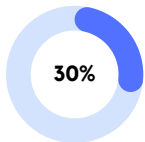
MAIN ACTIVITIES

- This agency has one program model: **Nurturing Parenting Program (NPP)**. Case management services in a clinical approach provided to very high-risk families.
- Families receive assessment, education, case management and service coordination.
- The intention is to prevent families from entering or re-entering the Child Welfare System.
- Each group and home-based session has stated competencies intended to measure when parents have acquired a new understanding and demonstrate new skills that represent nurturing parenting strategies and practices.

INDIVIDUAL AGENCY ACCOMPLISHMENTS:



3 of 10 parents served with the Nurturing Parenting Program home visiting program.



3 of 10 children served with the Nurturing Parenting Program home visiting program.



11 total visits conducted.

SYNOPSIS

- The intention of this program is to prevent families from entering, or re-entering, the Child Welfare System.
- In July 2022, Parentz@Work will join with JUSD to offer NPP to the JUSD community. This opportunity will provide parents with 12 classes that focus on parenting skills to prevent recidivism, lower the rate of teenage pregnancies, and reduce the rate of juvenile delinquency and alcohol abuse.

GOAL 3: RESILIENT FAMILIES

Families and communities are engaged, supported, and strengthened through culturally effective resources and opportunities that assist them in nurturing, caring, and providing for their children's success and well-being.



INITIATIVE

Home Visiting - **12,112 total visits** across all programs.

AGENCY

Riverside University Health System - Public Health

MAIN ACTIVITIES

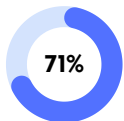
- There are two program models for this agency: **Non-CalWORKs eligible** and **CalWORKs eligible**. Nurse Family Partnership (NFP) provides home visits by registered nurses and/or public health nurses to first-time, low-income mothers, beginning during pregnancy and continuing through the child's second birthday.
- 69 Talk, Read, Sing Diaper Kits were provided to the agencies for distribution to families participating in their programs.

INDIVIDUAL AGENCY ACCOMPLISHMENTS:

Non-CalWORKs Eligible



42 of 45 mothers served with the Nurse Family Partnership (NFP) home visiting program.



32 of 45 children served with the NFP home visiting program.

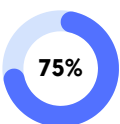


256 total visits conducted.

CalWORKs Eligible



16 of 20 mothers served with the NFP home visiting program.



15 of 20 children served with the NFP home visiting program.



114 total visits conducted.

SYNOPSIS

- The agency has conducted community connections hosting the Maternal, Child, and Adolescent Health (MCAH) Community Advisory Board.
- During the last advisory board, a representative from March of Dimes presented on low dose aspirin and the prevention of preeclampsia.

GOAL 3: RESILIENT FAMILIES

Families and communities are engaged, supported, and strengthened through culturally effective resources and opportunities that assist them in nurturing, caring, and providing for their children's success and well-being.



INITIATIVE

Home Visiting - **12,112 total visits** across all programs.

AGENCY

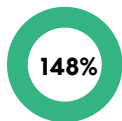
Jeung Choo Yoo MD, Inc

MAIN ACTIVITIES

- There are two program models for this agency: **Non-CalWORKs eligible** and **CalWORKs eligible**. Nurse Family Partnership (NFP) provides home visits by registered nurses and/or public health nurses to first-time, low-income mothers, beginning during pregnancy and continuing through the child's second birthday.
- 772 Talk, Read, Sing Diaper Kits were provided to the agencies for distribution to families participating in their programs.

INDIVIDUAL AGENCY ACCOMPLISHMENTS:

Non-CalWORKs Eligible



133 of 90 mothers served with the Nurse Family Partnership (NFP) home visiting program.

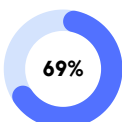


110 of 90 children served with the NFP home visiting program.

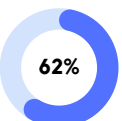


1,966 total visits conducted.

CalWORKs Eligible



18 of 26 mothers served with the NFP home visiting program.



16 of 26 children served with the NFP home visiting program.



272 total visits conducted.

SYNOPSIS

- NFP is tailored to the desire of the client, which has served over 500 vulnerable mothers and their children.
- Eight (8) clients have continued to pursue a career path in nursing and some have started their own businesses.
- 40 graduated during the first fiscal year.

GOAL 3: RESILIENT FAMILIES

Families and communities are engaged, supported, and strengthened through culturally effective resources and opportunities that assist them in nurturing, caring, and providing for their children’s success and well-being.



INITIATIVE

Family Resource Centers (FRCs)

AGENCY

First 5 Riverside County
(in partnership with the Department of Public Social Services - DPSS)

MAIN ACTIVITIES

- Through partnerships with F5RC, DPSS, and community-based organizations, sites act as a hub to provide resources and services to families.
- Desert Hot Springs is the first co-location model with RUHS-PH’s Women, Infants and Children (WIC) and Community Action Partnership (CAP). Directly adjacent to the DHS Public Library where families are referred to story times and other activities.
- Mead Valley is supporting families through on-site clinics from Community Action Partnership (CAP) to complete applications for utility assistance.
- Raising a Reader and LENA Start were piloted which support early literacy, language development, and family engagement.
- Farmworkers and their families continue to be served at the Mecca Farmworker and Family Resource Center with the most requested services being access to unemployment and disability benefits.

ACCOMPLISHMENTS:



12,433 encounters were conducted at the four Family Resource Centers (FRCs) where 78% of the contacts were walk-in visits while 22% were by phone.



9,329 referrals were facilitated to community-based organizations and service providers.

SYNOPSIS

- Martha’s Village and Kitchen, one of the largest providers for individuals and families facing high risk of homelessness and food insecurity in the Coachella Valley, has a full-time housing specialist Monday through Friday at both the Mecca and Desert Hot Springs sites.
- Riverside County Office of Education (RCOE) has broadened its Early Childhood Education (ECE) presence in Mecca and, as a result, has significantly increased the number of enrollments to child care.
- Inland Empire Health Plan (IEHP) started to provide nutrition, well-being classes and support to families at Mead Valley, Desert Hot Springs, and Mecca.

GOAL 4: COUNTYWIDE IMPACT

Work with early childhood stakeholders, including State and County agencies, local education agencies, the Child Care Planning Council, institutions of higher education, and elected officials to strengthen countywide efforts to create a comprehensive, integrated early childhood system to improve outcomes for children, prenatal through age 5, and their families



INITIATIVE

Ready4K

AGENCY

Parent Powered PBC

INDIVIDUAL AGENCY ACCOMPLISHMENTS



2,228 parents participated in Ready4K evidence-based text messaging.



325 total new enrollments in the program.

MAIN ACTIVITIES

- ParentPowered will provide custom messages from First 5 Riverside County, and administration support and access to the Ready4K platform with the ability to upload parent phone numbers, send custom messages targeted for specific program participants and access data and analytics on demand.
- Each week, parents receive fun facts and easy tips on how to support their children's developmental milestones by building on existing family routines.

SYNOPSIS

- 100% of parents felt supported by the texts.
- 100% of parents read the texts.
- 96% of parents reported that the activities helped grow literacy skills of their children.
- Current goal is to connect Head Start with Parent Powered for mass enrollment.
- *Parent Feedback: "It's easy to set an example for my daughter with the tips they give us, and she responds easily and happily when doing the activities. I have seen progress in her speaking and asking for things correctly as well as doing them. Thank you very much for your support. [I feel supported by] Every single message, a fact, growth, and tip...it is all constructive and positive!"*

AGGREGATED DATA

Frequency of ASQ-3 and ASQ:SE-2 Screenings by Initiative



Initiative	Ages & Stages Questionnaires (ASQ-3)	Ages & Stages Questionnaires: Social-Emotional (ASQ:SE-2)
Quality Start Riverside County (QSRC)	1,625	1,611
Help Me Grow - Inland Empire	2,927	697
HealthySteps	4,523	4,200
Home Visiting Programs	416	436
Total	9,491	6,944

AGGREGATED DATA

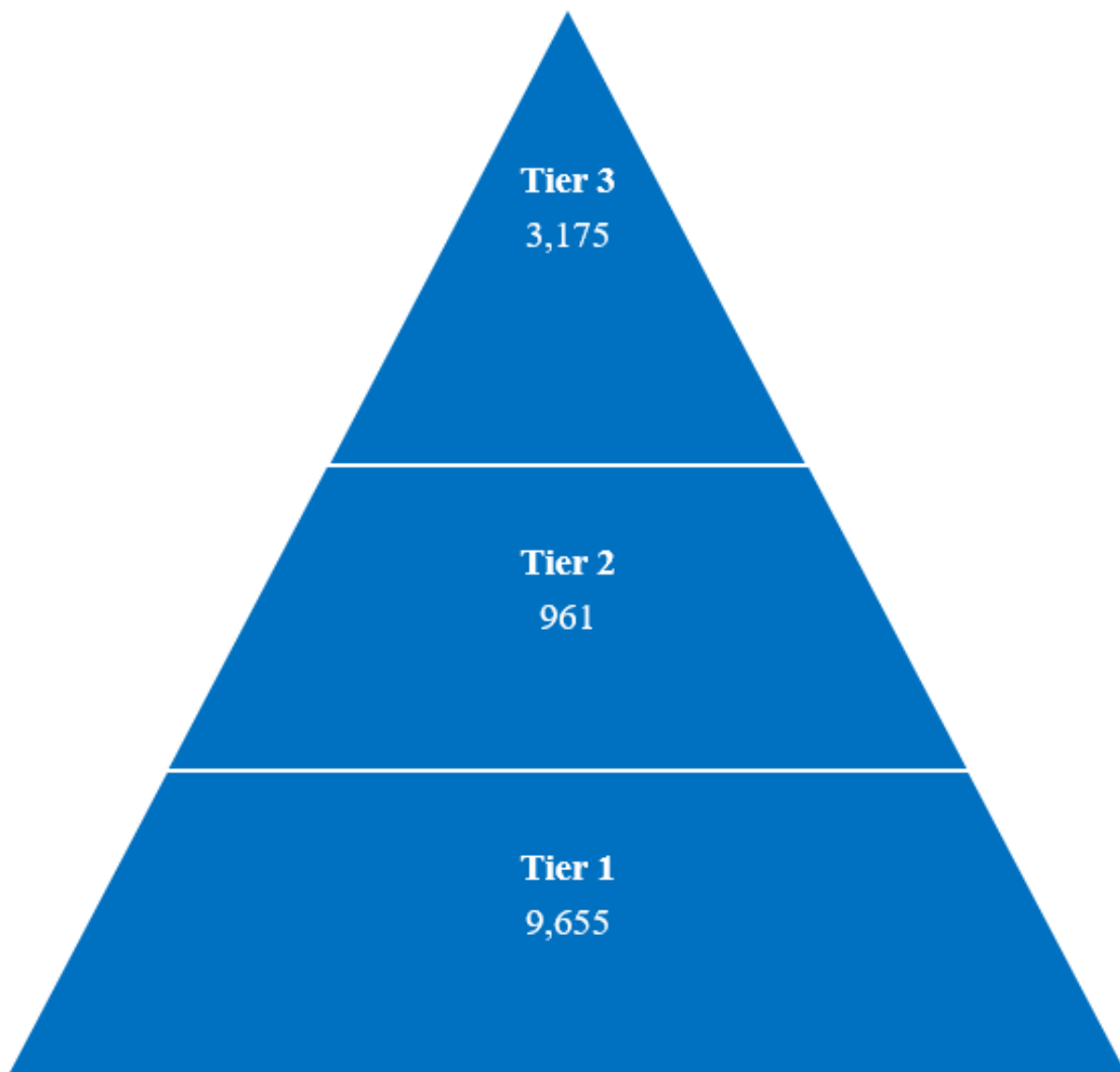
Number of Clients Served in the Home Visiting Program by Model



Name of Model used in Home Visiting Program	Children Served	Parents Served	Total Participants	Number of Visits
Healthy Families America (HFA)	35	40	75	463
Home Instruction for Parents of Preschool Youngsters (HIPPI)	155	163	318	2,110
Nurse Family Partnership (NFP)	173	209	382	2,608
Nurturing Parenting Program (NPP)	3	3	6	11
Parent Child + (PC+)	10	15	25	405
Parents as Teachers (PAT)	246	243	489	2,248
Adapted-Parent as Teachers (PAT)	44	48	92	516
SafeCare (SC)	317	381	698	3,751
Total	983	1,102	2,085	12,112

AGGREGATED DATA

Total of HealthySteps Participants by Tier



9,655 Total Participants from HealthySteps

AGGREGATED DATA

Parent Screening and Assessment by Agency & Model



Agency (Model)	Screening and Assessment Tools Utilized for Parents													
	Adult-Adolescent Parenting Inventory (AAPI-2.1)	Daily Activity Checklist (DAC)	Dyadic Assessment of Naturalistic Caregiver - Child Experiences (DANCE)	Edinburg Postpartum Depression Scale (EPDS)	General Anxiety Disorder Tool (GAD)	Health Habits Assessment	HIPPY Parent Interview	Home Accident Prevention Inventory-Revised (HAPI-R)	Intimate Partner Violence (IPV) Assessment	Maternal Health Assessment	Parent and Child Together (PACT)	Patient Health Questionnaire-9 (PHQ9)	Sick or Injured Child Checklist (SICC)	Strengths and Risks Framework (STAR)
<i>Blindness Support Services</i>														
Parent as Teachers (PAT)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Dr. Jeung Choo Yoo</i>														
Nurse Family Partnership (NFP)	-	-	82	45	186	71	-	-	57	5	-	97	-	159
Nurse Family Partnership (NFP) - CalWorks	-	-	13	3	9	7	-	-	8	26	-	8	-	15
<i>Family Services Association</i>														
SafeCare (SC)	-	331	-	-	-	-	-	270	-	-	-	-	18	-
<i>John F. Kennedy Foundation</i>														
Healthy Families America (HFA) - CalWorks	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SafeCare (SC)	-	553	-	-	-	-	-	472	-	-	-	-	328	-
<i>Jurupa Unified School District</i>														
Home Instruction for Parents of Preschool Youngsters (HIPPY)	-	-	-	-	-	-	187	-	-	-	-	-	-	-
Home Instruction for Parents of Preschool Youngsters (HIPPY) - CalWorks	-	-	-	-	-	-	43	-	-	-	-	-	-	-
Parent as Teachers (PAT) - CalWorks	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ParentChild+ (PC+)	-	-	-	-	-	-	-	-	-	-	19	-	-	-
<i>Parents@Work</i>														
Nurturing Parenting Program (NPP)	4	-	-	-	-	-	-	-	-	-	-	-	-	-
<i>Riverside University Health System - Public Health</i>														
Nurse Family Partnership (NFP)	-	-	4	10	16	11	-	-	4	8	-	-	-	-
Nurse Family Partnership (NFP) - CalWorks	-	-	2	13	13	1	-	-	1	1	-	-	-	-
<i>Borrego Community Health Foundation</i>														
HealthySteps	-	-	-	-	-	-	-	-	-	-	-	10	-	-
<i>Rady Children's Hospital-San Diego</i>														
HealthySteps	-	-	-	-	-	-	-	-	-	-	-	1,858	-	-
<i>Riverside University Health System - Medical Center</i>														
HealthySteps	-	-	-	-	-	-	-	-	-	-	-	2,377	-	-
Total Number of Counts per Screening or Assessment	4	884	101	71	224	90	230	742	70	40	19	4,350	346	174

Note: 7,346 total screenings and assessments were conducted on parents. PHQ-9 is the count of children with mothers that were screened as collected by the National Service Office. It is prone to duplication in the case of siblings.

AGGREGATED DATA

Child Screening and Assessment by Agency & Model



Agency (Model)	Screening and Assessment Tools Utilized for Children							
	Ages & Stages Questionnaires (ASQ-3)	Ages & Stages Questionnaires: Social Emotional (ASQ: SE-2)	Brigance Inventory of Early Development III (IED III)	Child Behavior Traits (CBT)	Early Childhood Oral Health Assessment (ECOHA)	Modified Checklist for Autism in Toddlers	Oregon Project Skills Inventory (OPSI)	Social Determinants of Health (SDH)
<i>Quality Start Riverside County</i>								
	1,625	1,611	-	-	-	-	-	-
<i>Riverside University Health System - Behavioral Health</i>								
Maternal Fetal Medicine	0	0	-	-	-	-	-	0
<i>First 5 Riverside; First 5 San Bernardino; Loma Linda University-Children's Health</i>								
Help Me Grow (HMG)	2,927	697	-	-	94	-	-	2,174
<i>California Northstate University</i>								
Early Childhood Oral Health Assessment (ECHOA)	-	-	-	-	338*	-	-	-
<i>Blindness Support Services</i>								
Parent as Teachers (PAT)	-	-	-	-	-	-	2	-
<i>Dr. Jeung Choo Yoo</i>								
Nurse Family Partnership (NFP)	120	137	-	-	-	-	-	-
Nurse Family Partnership (NFP) - CalWorks	18	16	-	-	-	-	-	-
<i>Family Services Association</i>								
SafeCare (SC)	10	15	-	-	-	-	-	-
<i>John F. Kennedy Foundation</i>								
Healthy Families America (HFA) - CalWorks	17	19	-	-	-	-	-	-
SafeCare (SC)	50	56	-	-	-	-	-	-
<i>Jurupa Unified School District</i>								
Home Instruction for Parents of Preschool Youngsters (HIPPPY)	57	61	215	-	-	-	-	-
Home Instruction for Parents of Preschool Youngsters (HIPPPY) - CalWorks	12	9	47	-	-	-	-	-
Parent as Teachers (PAT) - CalWorks	89	84	-	-	-	-	-	-
ParentChild+ (PC+)	17	18	-	19	-	-	-	-
<i>Parentz@Work</i>								
Nurturing Parenting Program (NPP)	1	3	-	-	-	-	-	-
<i>Riverside University Health System - Public Health</i>								
Nurse Family Partnership (NFP)	22	13	-	-	-	-	-	-
Nurse Family Partnership (NFP) - CalWorks	5	3	-	-	-	-	-	-
<i>Borrego Community Health Foundation</i>								
HealthySteps	301	327	-	-	-	226	-	-
<i>Rady Children's Hospital-San Diego</i>								
HealthySteps	2,359	2,144	-	-	-	2,012	-	-
<i>Riverside University Health System - Medical Center</i>								
HealthySteps	1,863	1,729	-	-	0	630	-	135
Total Number of Counts per Screening or Assessment	9,493	6,942	262	19	432	2,868	2	2,309

Note: 22,327 total screenings and assessments were conducted on children. Five initiatives contribute to the total count of children being screened/assessed (Quality Start Riverside County; Early Identification and Early Intervention-Integrated System of Care; Help Me Grow - Inland Empire; Home Visiting Expansion). *Number reflects the amount of ECOHA administered by those who attended CNU trainings.

Data Snapshot

July 1, 2021 - June 30, 2022

Countywide

566 Total QSRC Sites

Quality Start Riverside County (QSRC) Providers

2,138 Licensed Sites Countywide **

Child Care Centers and Family Child Care Homes



207,823*

Total children 0-5 years old

47,865 **

Total # of licensed spaces



498

Early Learning Program Sites

68

Alternative Sites

★★★★★ 52 Highest Quality

★★★★ 163 Exceeding Quality

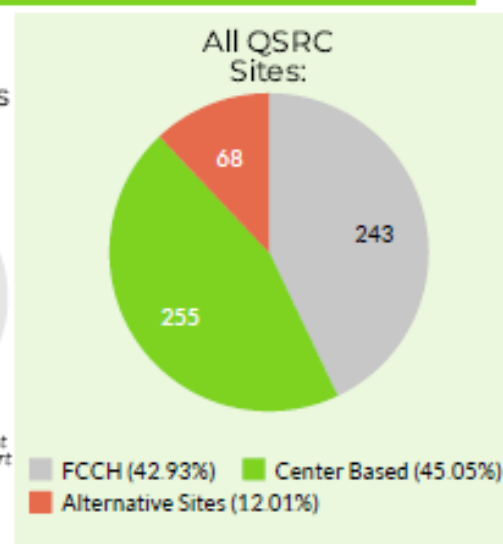
★★★ 58 Achieving Quality

★★ 127 Rising Quality

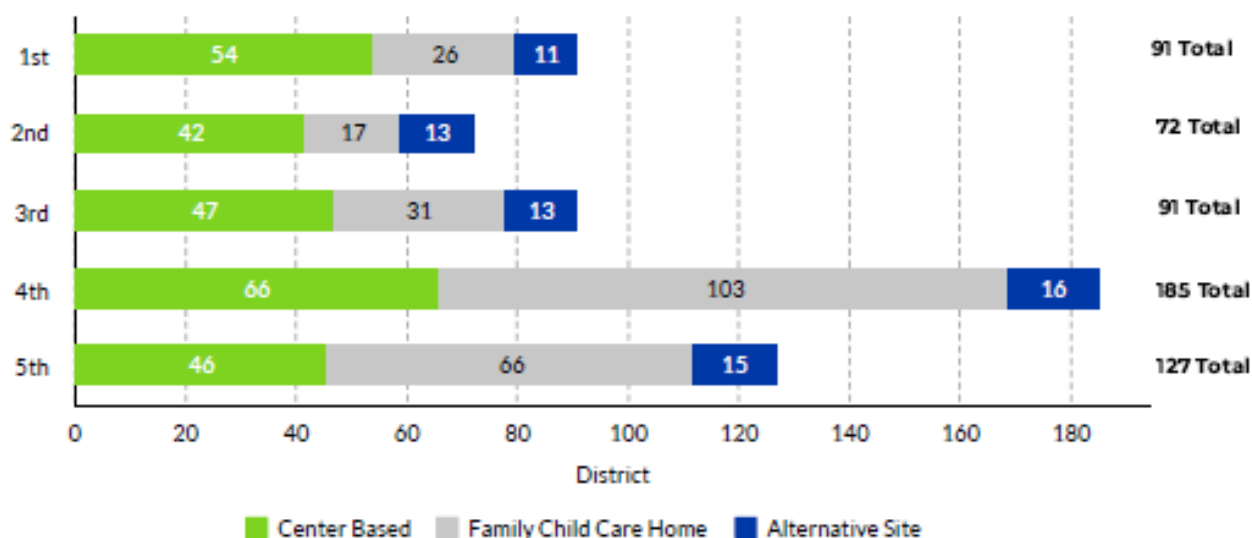
98 Participating Not Yet Rated



Alternative sites are not eligible for a Quality Start rating.



Number & Type of QSRC Providers by Supervisorial District



Hubbe Data as of July 6, 2022

* ESRI 2020 Forecast, Total Children by District; ** 2019 Child Care Portfolio



COUNTY OF RIVERSIDE AMERICAN RESCUE PLAN ACT (ARPA) \$15M CHILD CARE ALLOCATION

Administered By:



**RIVERSIDE COUNTY
OFFICE OF EDUCATION**
EDWIN GOMEZ, Ed.D. | County Superintendent of Schools

LICENSED CAPACITY FOR APPROXIMATELY **30,000 CHILDREN** AND ALMOST **3,000** EARLY CHILDHOOD EDUCATORS AT MORE THAN **1,000** SITES

PAYMENT STATUS

CHILD CARE BUSINESSES



Paid to **55 (250 max)**
Recruited ECE Businesses to
Provide Subsidized Care for Children

\$76,500

\$41,250

Paid to **55**
ECE Businesses
Receiving First Payment

\$35,250

Paid to **47**
ECE Businesses
Receiving Second Payment

CHILD CARE WORKFORCE



Paid to **2,948 (3,750 max)**
Early Childhood Educators

\$5,265,600

\$3,537,600

Paid to **2,948**
Early Childhood Educators
Receiving First Payment

\$1,728,000

Paid to **1,440**
Early Childhood Educators
Receiving Second Payment

FUNDING ALLOCATION

\$15M



← **\$10M** →



\$5M

Recruiting ECE Businesses
to Provide Subsidized Care
for Children

Wage Enhancement for Early
Child Education (ECE)
Workforce

Expansion of Child Care
Facilities in All 5 County
Supervisory Districts

FUNDING TIMELINE

9/14/21

Board of Supervisors'
Approval
\$15M

September 2021

Recruitment of Child Care
Businesses to Provide
Subsidized Care for Children

November 2021

Wage Enhancement Applications
Open for Early Childhood
Educators (ECE Workforce)

Spring 2022

Proposals Accepted for Child Care
Facilities Expansion

ARPA FUNDING

**NEWLY RECRUITED
BUSINESSES**

**WAGE
ENHANCEMENT**

FACILITIES

First 5 Funded Services within Supervisorial Districts

Direct Services by Program and Supervisorial District					
Program Title	Riverside County Supervisorial District				
	SD1	SD2	SD3	SD4	SD5
Early Childhood Oral Health Assessment (ECOHA)	X	X	X	X	X
Help Me Grow-Inland Empire	X	X	X	X	X
Language ENVironment Analysis (LENA)	X	X	X	X	X
Maternal Fetal Medicine (HeRCARe)	X	X	X	X	X
Quality Start Riverside County (QSRC)	X	X	X	X	X
Raising a Reader			X	X	
Reach Out and Read- Inland Empire	X	X	X	X	X
Riverside Hybrid Alternate Payment (RHAP) Program	X	X	X	X	X
Riverside University Health System - Behavioral Health (RUHS-BH) Early Identification and Early Intervention (EIEI) Set-4-School	X	X	X	X	X
SoCal Water Babies - Drowning Prevention Courses & Swim Lessons	X	X	X	X	X
Home Visiting Programs (Agency- Model)					
<i>Blindness Support Services</i>					
Parent as Teachers (PAT)	X	X	X	X	X
<i>Dr. Jeung Choo Yoo</i>					
Nurse Family Partnership (NFP)	X		X	X	X
Nurse Family Partnership (NFP) - CalWorks	X		X	X	X
<i>Family Services Association</i>					
SafeCare (SC)	X	X	X		X
<i>John F. Kennedy Foundation</i>					
Healthy Families America (HFA) - CalWorks				X	X
SafeCare (SC)				X	X
<i>Jurupa Unified School District</i>					
Home Instruction for Parents of Preschool Youngsters (HIPPY)	X	X			X
Home Instruction for Parents of Preschool Youngsters (HIPPY) - CalWorks	X	X	X		X
Parent as Teachers (PAT) - CalWorks	X	X	X	X	X
ParentChild+ (PC+)		X	X		
<i>Parentz@Work</i>					
Nurturing Parenting Program (NPP)		X			X
<i>Riverside University Health System - Public Health</i>					
Nurse Family Partnership (NFP)	X	X		X	X
Nurse Family Partnership (NFP) - CalWorks	X	X	X	X	X
HealthySteps (Agency)					
Borrego Community Health Foundation	X	X	X	X	
Rady Children's Hospital-San Diego	X	X	X		
Riverside University Health System - Medical Center	X	X	X	X	
Note: Data from Persimmony-Performance-Direct Services. Timeframe: 7/1/2021 - 6/30/22. Data from Apricot 360, Home Visiting Programs-Services by Client during time period zip code & ECHOA Summary. Timeframe: 7/1/2021 - 6/30/22. Hubbe, CDF Wizard Report, Site level. Timeframe: 7/1/2021 - 6/30/22. (Filter out HVP)					

E. Consent – Deborah Clark-Crews, Chair

1. Approve First 5 Riverside County Commission Draft Meeting Minutes - May 11, 2022 Meeting

63



DRAFT MINUTES
FIRST 5 RIVERSIDE COUNTY
Regular Meeting
Wednesday, May 11, 2022
2:00 PM

Commissioners Present: Deborah Clark-Crews, Supervisor Chuck Washington, Kimberly Britt, Zachary Ginder, Edwin Gomez, Stephanie Yost, Rosa Verduzco

Sworn in: Supervisor V. Manuel Perez

Commissioners Absent: Jose Campos and Kimberly Saruwatari

Administrative Staff Present: Tammi Graham, Executive Director; Yvonne Suarez, Deputy Director; Lynn Stephens, Commission Coordinator; Piera Causley, Regional Manager; Carol Abella, Administrative Services Manager II; Paul Robles, Fiscal Manager; Patricia Perez, Administrative Services Manager I; Erica Williams, Administrative Services Manager I; Jill Kowalski, Administrative Services Officer; and Sean Pravica, Public Information Specialist

Legal Counsel: Ronak Patel, County Counsel

A. Call to Order – Deborah Clark-Crews, Commission Chair

1. Pledge of Allegiance – Commissioner Washington
2. Roll Call - Lynn Stephens, Commission Coordinator

B. Public Comments (for items not listed on the agenda) – Deborah Clark-Crews, Chair
None.

C. Commission and Advisory Committee Business – Deborah Clark-Crews, Chair

1. Oath of Office

Chair Clark-Crews reported that on April 26th, the Board of Supervisors approved Supervisor Perez to serve on the Riverside County Children and Families Commission with Supervisor Washington transitioning to serve as the alternate.

Commissioner Washington administered the Oath of Office to Supervisor Perez.

County Counsel Ronak Patel noted for the record that Supervisor Perez will observe today's meeting and he will resume his official duties as Commissioner at the July 13, 2022 Commission meeting and Commissioner Washington.

2. Executive Director Report - Tammi Graham, Executive Director

Recognition of Commissioner Washington

Ms. Graham began her report by recognizing Commissioner Washington for his service on the Commission since May 2015. This was also Ms. Graham's first Commission meeting as Executive Director. Commissioner Washington was instrumental in advocating for children to have access to drowning prevention classes through the establishment of F5 investments in the program. Commissioner Washington often shared his experiences swimming with his

grandchildren. He was also involved in the partnerships between F5 Riverside County and F5 San Bernardino County when Help Me Grow, Inland Empire was launched and became the only regional Help Me Grow in the nation. The First 5 Riverside Children and Families Commission recognized Commissioner Washington for being a true champion for children and partnerships to improve the lives of children and all county residents. Staff also provided a memory book signed by commissioners and staff.

Since 2015, the Commission has invested more than \$140 million in services and supports for children and families. Together, Supervisor Washington and District 3 staff, fellow Commissioners, and First 5 staff have participated in more than 50 Commission meetings and commission workshops, Riverside County Board of Supervisors meetings, dozens of town halls or community meetings, yearly advocacy days, focused listening sessions, state and local conferences, and many celebrations. Supervisor Washington participated in these actions and meetings that brought families and communities closer together.

Advocacy Day

On April 19th Commissioners Clark-Crews, Ginder, and Saruwatari, Advisory Board Members Annette Webb and Stephanie Garthwaite, and First 5 staff participated virtually in First 5 Advocacy Day. Eight legislative visits were scheduled and seven were held with elected officials or staff. The emphasis this year aligns with our Policy Agenda of the Whole Child, Whole Family (it's not just about one solution, but a system change approach that we advocated for). The First 5 "ask" was to Support AB 2402 Medi-Cal Continuous Eligibility, which extends continuous coverage for all infants in the Medi-Cal program until their 5th birthday and ensures they have uninterrupted access. Three additional asks included First 5's support of a budget augmentation for Infant and Early Childhood Mental Health as an augmentation to the recently established Children & Youth Behavioral Health Initiative. First 5 also supports increasing funding for home visiting-CA HVI and Black Infant Health. Finally, we had an opportunity to share the Early Care and Education Coalition's 2022-23 budget priority ask which includes increasing child care provider wages, and other critical system fixes to stabilize the system. Updates will be provided in the May Revise.

Family Resource Centers

Our Desert Hot Springs Family Resource Center has moved to our new location and is now co-located with WIC directly across the street. This location provides shared services and shared costs as we re-engage with the community after the negative impacts of COVID. At a future meeting, First 5 staff will provide a detailed update on the status of the Family Resource Center Network.

April was Child Abuse Prevention Month

First 5 Riverside County's sponsorship of the Pinwheels for Prevention Campaign brings awareness and hope to the community that one day no child will experience abuse or neglect. First 5 also partners with families at family resource centers and with various agencies that serve young children that help us build a healthy future.

Community Engagement

There were several events in May where First 5 Commissioners, Advisory members, and attended (or will attend) in support of children, families, and communities, including The Jurupa Valley Chamber Mayor's Prayer Breakfast, Temecula State of the City, and United Way of the Inland Valley's 90th Anniversary Celebration.

3. Commission Member Comments

Commissioners paid tribute to Commissioner Washington and shared fond memories of the time they shared on the Commission. Commissioner Washington addressed the Commission and staff.

D. Public Hearing - Deborah Clark-Crews, Chair

Chair Clark-Crews conducted a Public Hearing of the Revised First 5 Riverside County Children and Families Commission Strategic Plan 2018-2023 pursuant to the California Children and Families Act, Health and Safety Code section 130140 and Ordinance 784 – (A copy of the presentation may be obtained at www.first5@rivco.org.)

Ms. Graham, Executive Director provided an overview and introduced Alex Hildebrand, Learning for Action consultant.

Mr. Hildebrand provided a high-level overview of the revisions to First 5 Riverside County Strategic Plan. The F5 management team collaborated with Mr. Hildebrand in the update process. A lot of the process was focused on codifying shifts that have been underway as the organization has entered into new work and partnerships, especially in its new role as a county department and having assumed management of the Family Resource Center system. A decision was made to fit as much as possible into the existing strategic framework for this update process, anticipating that a bigger step-back – including revisiting the impact model – will be appropriate as the organization enters a new strategic plan cycle in 2023. Mr. Hildebrand provided an overview of the Impact Model which was adopted in 2017. While First 5 Riverside County will monitor data in this area to help it understand broader trends, it will not hold itself accountable to them because there are too many other factors influencing them (e.g. systemic poverty).

While this impact framework has not been modified during this update process, the results and activities in each goal area – which are organized by this Impact Framework – have been refined. “Prop 10” was added to the How We Invest Resources column.

Significant Shifts to First 5 Riverside County Context:

- First 5 Riverside becomes a County Department
- First 5 Riverside County, in partnership with DPSS, assumes management of Family Resource Center (FRC) network
- National racial justice reckoning, and County declaration of racism as a public health crisis
- Ongoing COVID impacts
- Continuing decline of Prop 10 revenues

Changes Made to the Plan

- Updated data in the plan
 - Population and need data (including disparities by race)
 - Financial investment data
 - Program impact data
 - Evidence-based
- Incorporated language and concepts reflecting continuing shift to Whole Child, Whole Family framework
- Updated Strategy Narrative, Activities, and Results to reflect strategy refinements informed by changes to our context
- Updated Procurement, Sustainability, and Accountability approach to emphasize collaboration, systems change, and funding diversification

Next Steps

- Commission votes on 2022 update
- Finalize 2022 update document based on feedback from the Commission
- Prepare for next strategy cycle, including revisiting our Impact Model to more substantially incorporate Family Resource Center work and impact

1. **Public Hearing:** First 5 Riverside County Strategic Plan - Deborah Clark-Crews, Chair
Chair Clark-Crews opened the public hearing for public comment. Hearing none, Chair closed the public hearing.

Chair opened up for Commission discussion. Ms. Graham noted the Commission is required by statute to review the Strategic Plan annually but not required to make changes annually.

2. **22-15:** Adopt First 5 Riverside County Revised Strategic Plan 2018-2023 - Deborah Clark-Crews, Chair

The Commission discussed the importance of reviewing the Strategic Plan annually and Integrating services.

*Commissioner Washington moved to approve adoption of action item 22-15 as presented. Commissioner Gomez second the motion. **Motion Carried Unanimously.***

- E. **Presentations/Information – Deborah Clark-Crews, Chair** (A copy of the presentations and reports may be obtained at www.first5@rivco.org)

1. Riverside County Office of Education (RCOE) Update - JoAnne Lauer, Assistant Superintendent, Division of Early Learning Services, Riverside County Office of Education.

Ms. Lauer provided an overview of key highlights in her presentation as included in the Commission packet. Highlights included updates on RCOE and data points in relation to work with First 5 and Early Learning Services.

2. **Information Only** - First 5 Riverside County Third Quarter Financial Highlights and Vendor over 25K Report - **Receive and File**
3. **Information Only** - First 5 Riverside County 2022 Communications Plan - **Receive and File**
Information Only - HealthySteps Community Impact Report - **Receive and File**
4. **Information Only** - Riverside County Child Care Facilities Landscape Scan Report - **Receive and File**

F. Consent – Deborah Clark-Crews, Chair

1. Approve First 5 Riverside County Draft Commission Minutes - March 11, 2022 Regular Meeting
2. **22-16:** Adopt First 5 Riverside County Legislative Policy Agenda
3. **22-17:** Approve and Adopt Revised Fiscal Year 2021/2022 Annual Budget of the First 5 Riverside County Children & Families Commission
4. **22-18:** Consent Allocation of Proposition 10 Funds for Child Care Infrastructure Project at Lakeland Village - **District 1 [\$1,000,000 - PROP 10 FUNDS]**

5. **22-19:** Approve Second Amendment with Jan Peterson Child Day Care Center, Inc. from November 1, 2020 - June 30, 2023 for Quality Early Learning Infrastructure Project (**CONTRACT NO. CF21113**)[**\$1,105,354 - PROP 10 FUNDS**]
6. **22-20:** Approve Third Amendment with Family Service Association (FSA) from November 1, 2020 - June 30, 2023 for Quality Early Learning Infrastructure Projects (**CONTRACT NO. CF21110**) [**\$638,500 - PROP 10 FUNDS**]
7. **22-21:** Approve First Amendment with Early Quality Systems, LLC DBA HUBBE, Inc. for Workforce Web-Based Data System Portal from September 27, 2021 - June 30, 2023 (**CONTRACT NO. CF22138**) [**\$149,054 - PROP 10 FUNDS**]
8. **22-22:** Approve First Amendment with Rady Children's Hospital - San Diego for HealthySteps Expansion from July 1, 2021 - June 30, 2023 - (**CONTRACT NO. CF22100**) [**\$1,554,500 - PROP 10 FUNDS**]
9. **22-23:** Approve First Amendment with Persimmonny International, Inc. from July 1, 2020 - June 30, 2023 (**CONTRACT NO. CF20114 PSC**) [**\$289,359 - PROP 10 FUNDS**]
10. **22-24:** Approve Second Amendment with Riverside University Health System Medical Center for Maternal Fetal Medicine (MFM) Capacity Building Initiative from July 1, 2020-June 30, 2024 (**CONTRACT NO. CF21100**) [**INCREASE \$200,000 - FRC MATCH FOR TOTAL \$6,580,000 - PROP 10 FUNDS**]

*Commissioner Washington moved to approve consent items as presented. Commissioner Yost seconded the motion. **Motion Carried Unanimously.***

G. Presentations/Action Items – Deborah Clark-Crews, Chair

1. **22-25:** Approve 2022 Champion for Children Nominee Solange Signoret as Recommended by the Advisory Committee - Jill Kowalski, Administrative Services Officer

Ms. Kowalski provided an overview of the Advisory Committee's recommendation of nominating Ms. Signoret and her background.

*Commissioner Britt moved to approve action item 22-25 as presented. Vice Chair Ginder seconded the motion. **Motion Carried Unanimously.***

2. **22-26:** Approve and Adopt Fiscal Year 2022/2023 Annual Budget of First 5 Riverside County Children & Families Commission - Paul Robles, Fiscal Manager

Mr. Robles provided an overview of the fiscal year 2022/2023 Annual Budget.

*Commissioner Gomez moved to approve action item 22-26 as presented. Commissioner Yost seconded the motion. **Motion Carried Unanimously.***

H. Future Agenda Items:

1. Champion for Children Award Presentation to Recipient
2. Family Resource Center Updates
3. 211 Presentation
4. Health Management Associates Presentation

- I. **Adjournment:** Adjournment at 3:39 p.m. to the next Regular Meeting of the Riverside County Children and Families Commission to be held on July 13, 2022 beginning at 2:00

p.m. at: Riverside County Children and Families Commission Office
585 Technology Court - Conference Room A Riverside, CA 92507

Meeting Minutes Recorded by Lynn M. Stephens, Commission Coordinator.

DRAFT

2. **22-27:** Approve Contract with Navisite, LLC. Implementation and Support of Salesforce Software Platform from September 15, 2022 - June 30, 2025 (**CONTRACT NO. CF22149**) [**\$731,085 - PROP 10 FUNDS**]

70





AGENDA ITEM: 22-27

DATE OF MEETING: September 14, 2022

ACTION:

INFORMATION:

**APPROVE CONTRACT WITH
NAVISITE, LLC.
IMPLEMENTATION AND SUPPORT OF SALESFORCE SOFTWARE PLATFORM
FROM SEPTEMBER 15, 2022 – JUNE 30, 2025
(CONTRACT NO. CF22149) [\$731,085 – PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve Contract No. CF22149 with Navisite, LLC for an amount not to exceed \$731,085, for the period September 15, 2022, through June 30, 2025. This request is for implementation and ongoing support for the Salesforce Customer Relationship Management (CRM) database platform.

BACKGROUND

The costs associated with the implementation of the Salesforce CRM solution and ongoing support are concurrent with Action Item 22-28, for the approval of purchasing the licenses for the use of the Salesforce platform.

Navisite, LLC – Implementation

Based upon several demonstrations of the First 5 Alameda HIGH5 platform, the framework for First 5 Riverside County platform will be adapted from the HIGH5 platform with customization and adjustments for agency-specific terminology, workflows, and business rules. Navisite, LLC acquired Eightcloud, Inc. which was the implementation provider that developed the HIGH5 platform and is familiar with data collection and reporting requirements associated with the First 5 network. Project deliverables will span across an estimated six-month timeline and include grants management, contracts, work plans (performance data), and invoicing components. This robust platform has capabilities for integration of legacy systems and application programming interfaces (APIs) and will require additional analysis for methods of syncing data. Also included in this platform are customized reports and dashboards that will provide visualizations of metrics that support and guide operational, budget, and funding decisions.

Procurement Summary

In alignment with Commission policy (Action Item 17-25) and County procurement policies, Commission staff secured quotes from four implementation vendors: Navisite, LLC (Previously Eightcloud, Inc.), Coastal Cloud, MTX, and Cube 84. Navisite, LLC was chosen based on the following criteria: 1) consultant for the First 5 Alameda database implementation which was utilized for evaluative purposes; 2) consultant/vendor successful proven specialized experience with First 5 Alameda; 3) competitive price, and 4) implementation methodology – customization of existing grant management solution utilizing Salesforce at two Navisite clients: First 5 Alameda and Orange County.

Salesforce Inc. – CRM Solutions

Salesforce, Inc. is a proven pioneer in delivering and implementing cloud-based Customer Relationship Management (CRM) solutions. CRMs are designed to manage the entire customer relationship process holistically and conjoin vital data. It stores information in a single location and has reporting features that allow staff to quickly retrieve and analyze data while displaying information in comprehensive formats that can be shared with others. Additionally, CRMs may employ various forms of automation, sending out important reminders, drawing from reliable sources to auto-populate forms, and supporting workflow management.

RECOMMENDED ACTION

That the Commission:

1. Approve contract CF22149 with Navisite, LLC for an amount not to exceed \$731,085 effective September 15, 2022 – June 30, 2025, for the provision of Implementation Services, data migration support, and subsequent support and maintenance services for the next-generation contract management and data storage solution for First 5 Riverside County.
2. Authorize the Executive Director to execute Contract No. CF22149 with Navisite, LLC for a total contract amount not to exceed \$731,085, in substantially the same form as the draft contract, subject to County Counsel's approval as to form and authorize the Executive Director to sign the contract on behalf of the Commission.
3. 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 of the statement of work that stay within the intent of said contract without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation exists in the FY 22/23 budget (938001-25800-92980-525440).

STRATEGIC PLAN RELEVANCE

Goal 4. Countywide Impact Evaluation (81250) and Cross-Program (92980)

POTENTIAL CONFLICTS OF INTEREST

None known.

ATTACHMENTS

1. 22-27 Contract No. CF22149 with Navisite, LLC. for Implementation and ongoing support.

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. CF22149

Riverside County Children and Families Commission and
Navisite, LLC Company

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 and Navisite, LLC (“CONTRACTOR”). The parties hereto mutually agree as provided herein, including Exhibits “A and B” attached hereto and incorporated herein by reference.

1. **PROJECT:** CONTRACTOR shall perform services for the RCCFC as stated in Exhibits A and B and incorporated into this contract. CONTRACTOR shall perform these services in a complete, skillful and professional manner. CONTRACTOR shall not provide any services which shall cause RCCFC to incur additional costs beyond those stated in this Contract without the proper advance written consent of RCCFC.
2. **TIME FOR PERFORMANCE:** The project shall begin on September 15, 2022, and shall be completed on or before June 30, 2025, or at such other time as is mutually agreed upon in writing by RCCFC and CONTRACTOR as provided herein.
3. **COMPENSATION:** The total amount of compensation to be paid to CONTRACTOR for the services to be provided pursuant to this contract (including any and all costs incurred by CONTRACTOR) shall not exceed the amount of SEVEN HUNDRED THIRTY-ONE THOUSAND EIGHTY-FIVE (**\$731,085**) dollars for this contract.
4. **TERMINATION:** This contract may be terminated by CONTRACTOR or RCCFC, 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 RCCFC is limited and contingent upon the availability of Proposition 10 funds for payment to CONTRACTOR; and that this contract may be immediately terminated by RCCFC if funds are no longer available. In the event RCCFC abandons or postpones the project, or terminates the project for lack of funds, then, RCCFC shall make payment for all services provided by CONTRACTOR to the date of written notice of termination.
5. **LICENSES: COMPLIANCE WITH LAWS:** CONTRACTOR, including its employees and agents, shall maintain all licenses required by law or regulation while performing services under this contract. CONTRACTOR shall at all times comply with all laws and regulations applicable to the services provided pursuant to this contract.
6. **CONFIDENTIALITY:** CONTRACTOR shall maintain the confidentiality of information, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any individual person and which shall be used only for carrying out the obligation of CONTRACTOR under this contract. CONTRACTOR shall not disclose any information, except as specifically permitted by this contract. CONTRACTOR shall observe all Federal, State, County and RCCFC regulations concerning confidentiality of records.
7. **CONFLICT OF INTEREST:** The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will

conflict in any manner or degree with the performance of services required under this contract.

8. **WORK PRODUCT:** All reports, preliminary findings or data assembled or compiled by CONTRACTOR under this Agreement shall become the property of RCCFC. RCCFC reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without the prior, written authorization from the RCCFC.
9. **ADMINISTRATION:** The Executive Director of RCCFC (or designee) shall administer this contract on behalf of RCCFC.
10. **RECORDS AND REPORTS:** Contractor shall maintain accurate and complete financial and performance records for a minimum of two (2) years from the date of final payment under this contract, or until any relative County, State, and/or Federal audits of which Contractor is made aware of are completed, whichever is later, and shall maintain such records locally, to be made available for inspection by Contractor upon reasonable request.
11. **INSURANCE:** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Contract. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives.

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall

apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as an Additional Insured.

D. General Insurance Provisions - All lines:

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

under this Contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
 - 7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
 - 8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.
12. **INDEPENDENT CONTRACTOR:** CONTRACTOR and its employees and agents shall act at all times in an independent capacity with regard to performance of services rendered pursuant to this contract; and CONTRACTOR shall not act as, shall not be, and shall not in any manner be construed to be, agents, officers or employees of RCCFC and/or of the County of Riverside. There shall be no employer-employee relationship between RCCFC and CONTRACTOR, or between the County of Riverside and CONTRACTOR; and CONTRACTOR and its employees and agents shall not be entitled to any benefits payable to the RCCFC employees. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR's behalf and for CONTRACTOR's employees, including but not limited to all federal and state income taxes and withholdings. RCCFC shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify RCCFC, and/or County of Riverside against any and all claims that may be made against RCCFC, and/or County of Riverside, based upon any contention by a third party that an employer-employee relationship exists by reason of this contract; and CONTRACTOR shall indemnify RCCFC for any and all federal or state withholding or retirement payments which RCCFC may be required to make pursuant to federal or state law.
13. **INDEMNIFICATION AND HOLD HARMLESS:** CONTRACTOR shall indemnify and hold harmless RCCFC, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees" or "COUNTY") from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement

or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

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

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

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

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

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

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

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

CONTRACTOR

Navisite, LLC
Peter Castello, Chief Commercial Officer
400 Minuteman Road
Andover, MA 01810

RCCFC

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

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

16. **GOVERNING LAW AND VENUE**: This contract is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted. The provisions of the Government Claims Act (Government Code section 900, et seq.) must be followed first for any disputes under this contract.
17. **ASSIGNMENT**: Neither this contract nor any part thereof shall be assigned by CONTRACTOR without the prior written consent of RCCFC, which shall not be unreasonably withheld.
18. **WAIVER**: Any waiver by RCCFC of any one or more of the terms of this contract shall not be construed to be a waiver of any subsequent breach of the same or of any other term of this contract.
19. **ALTERATION AND/OR AMENDMENT**: No alteration or variation in the terms of this contract shall be valid unless made in writing and signed by both parties; and no oral understanding or agreement not incorporated herein by specific reference shall be binding on the parties. The terms contained in this contract shall represent the entire contract between the parties with respect to the services to be provided by CONTRACTOR.
20. **SEVERABILITY**: In the event any provision in this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
21. **DISALLOWANCE**: In the event CONTRACTOR receives payment for services under this contract which are later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to RCCFC upon written request. RCCFC retains the option to offset the amount disallowed from any payment due to CONTRACTOR under this contract, or under any other contract or agreement between CONTRACTOR and RCCFC.
22. **CERTIFICATION OF AUTHORITY TO EXECUTE CONTRACT**: CONTRACTOR certifies that the individual signing below has authority to execute this contract on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this contract, including Exhibits A and B.

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

NAVISITE, LLC

Riverside County Children and Families
Commission

By: _____
Peter Castello, Chief Commercial Officer

By: _____
Tammi Graham, Executive Director

Date: _____

Date: _____

Attest:

By: _____
Lynn M. Stephens, Commission Coordinator

Date: _____

Approved to Form Signature:

By: _____
Ronak Patel, Deputy County Counsel

Date: _____ 9/7/22

EXHIBIT A

SCOPE OF SERVICE SALESFORCE IMPLEMENTATION

Navisite, LLC (hereinafter referred to as “Contractor”) will implement a grants management solution in Salesforce adapted from the First 5 Alameda HIGH5 (“HIGH5 system”) for **Riverside County Children and Families Commission** aka First 5 Riverside County (hereinafter referred to as “F5RC”). Customization from the HIGH5 system is within this scope of work. Material design changes from the HIGH5 system are not within this scope. The project deliverables will be the Grants Management, Contracts, Work plans, and Invoices components of the system. This scope of work will be completed in accordance with the timeline mutually agreed on during the initial planning phase of the project. The need for modifications to the timeline and scope of work may arise and will be agreed upon in writing and made part of this Exhibit A in accordance with Commission policies, and guidelines and subject to the necessary Commission approvals.

Grants Management

The customized system will provide F5RC with the ability to create, maintain and clone grant application forms specific to grant opportunities. Required vs. non-required fields, documents, and steps may be configured per grant. The applications will be hosted on a Salesforce Experience Cloud external portal. Applicants will have the ability to view opportunities via list and/or calendar and assess their eligibility prior to applying. Incomplete applications can be saved and returned to later before final submissions. A custom review and approval process will be put in place to process applications. Email notifications will be configured for both internal and external alerts for milestones.

Contracts and Invoices

The customized system will provide F5RC with the ability to input, track and update award contracts in their Salesforce system. The award contract record object and related record objects will store all the relevant data including the contract terms, budgets, expenses, generated invoices, approvals, and attachments. Additionally, the Salesforce community interface will allow F5RC contractors to access their award contracts. The contractors’ interface will be secure and limited, while still allowing F5RC Contractors to make updates and submit budgets and expenses for invoicing.

Work plans

The solution will provide F5RC with the ability to input, track and update work plans associated with award contracts. The work plan record object and related record objects will store all the relevant data including reporting periods, performance measures, performance data, and narrative responses. Additionally, the Salesforce Experience Cloud external portal will allow contractors to access their work plans. The contractors’ interface will be secure and limited, while still allowing them to make updates to their work plans and submit performance data as needed.

Document Generation

The solution will include a document generation application (F5RC) is solely responsible for fees associated with this product). The solution will be configured to generate files from up to ten (10) unique document templates.

Surveys

This proposal assumes that First 5 Riverside County will continue to use the incumbent survey solution – Survey Monkey (F5RC) is solely responsible for fees associated with this product). Survey Monkey has a pre-built connector for Salesforce that will be configured to send surveys based on defined triggers, collect survey responses, and associate responses to specific records in Salesforce.

Reports and Dashboards

The project team will facilitate one (1) report and dashboard design session specifically focused on the requirements for reports and dashboards. From there, iterations will be done based on input and feedback from the stakeholders gathered during design reviews and user acceptance testing. The First 5 Alameda solution will provide a baseline for reports and dashboards, but it is expected that a unique set of reports and dashboards will be required for Riverside County. Contractor will develop and deliver up to twenty (20) custom reports – each with no more than two (2) groups and/or subtotals. Also, Contractor will develop and deliver up to three (3) custom dashboards using those custom reports.

Integrations

Initial research into the three integrations in scope (Persimmony, Apricot 360, and iPinWheel) indicates that none of them have pre-built connectors to Salesforce. Additionally, it is not readily apparent that any of them have open APIs to integrate with. Contractor will make best efforts to leverage the Salesforce API and work with subject matter experts provided by First5 Riverside County and/or their vendors. Ultimately it may not be possible to build a true integration with one or more of these systems, therefore we will advise First 5 Riverside County on best alternate methods of syncing data. This may involve batch file loads and/or manual data loads.

Data Migration

The solution will include migrating historical master data from up to three legacy databases. The data to be migrated is limited to grantee contact information, legacy contract information, and legacy performance measures and results. Migrating file attachments is not in scope. Contractor will provide F5RC) with the desired file format templates for the legacy data to be formatted. F5RC is responsible to extract the legacy data and input it into the supplied format. A field-level mapping will be documented and requires approval from the F5RC. A trial data migration will be done in a test org. After migration into a test org, F5RC staff will be responsible to validate the data was migrated correctly. Contractor is not responsible for data extracts, data quality, or de-duplication of the legacy data. Once validated, the data will be migrated to the production org for final validation.

The phases of the project and approximate timelines noted below (beginning September 15, 2022):

1. **Planning / Analysis Phase (Week 1 – Week 7) September 2022 – October 2022**
 - a. Project Plan – work breakdown by week and by task
 - b. Requirements Documentation – Narrative and bulleted list of requirements gathered (~20 pages)
 - c. Design Specifications – Description of the solution including artifacts such as wireframes and document templates (~30 pages)
2. **Build Phase (Week 8 – Week 18) November 2022 – January 2023**
 - a. Backlog grooming
 - b. Spring planning
 - c. Stand up meetings
 - d. Sprint Demos & Retrospectives
 - e. Unit Tests (**Week 19 – Week 21) January 2023 through early February 2023**
 - f. System Test
 - g. Facilitate User Acceptance Testing (UAT)
3. **Deploy (Week 23) Mid February**
 - a. Data Migration / Validation
 - b. Go-Live
4. **Post Go-Live Support**
 - a. 30-day warranty period (**Mid – February – Mid March 2023**)
 - b. Address issues arising from defects (bugs) in the application to the requirements and specifications

Assumptions:

- The customized solution or system for the F5RC will substantially replicate the HIGH5 system with adjustments for agency-specific terminology, workflows, and business rules.
- The scope of the implementation shall be limited to the Awards/Contracts module (internal and external) of the HIGH5 solution, and work plans associated with those contracts.
- One “Train the Trainer” session is included in this scope of work, with additional training available via the Managed Services subscription
- F5RC staff will participate in meetings, reviews documents, and answer questions.
- F5RC resourcing expectations by Project Phase:
 - Analysis: Attend Requirements gathering sessions. Provide legacy system documentation, business rules, and walkthroughs of process. Acceptance of Analysis documentation.
 - Design: Attend Design sessions. Review documentation for approval within 3 business days of receipt. Acceptance of Design documentation.
 - Build:
 - Participate actively in creation of test scripts and test execution, including business rule validation.
 - Legacy data extracts.
 - Data migration integrity reviews.
 - Final system User Acceptance Test; and
 - Signoff.

Managed Services

For an additional monthly fee of \$7,800, 40 hours of Managed Services per month may be purchased which includes:

- Named resource.
- Configuration, Development, Business Analysis – all-inclusive resources as specific work activities require.
- Regular (weekly) meetings.
- Backlog Management.
- Other service needs as they arise and that fall within the scope of work of the Agreement.

The Managed Services monthly fee of \$7,800 is not included in this contract. If purchased, Managed Services shall commence on the first of the month following the completion of the implementation and invoicing shall be Monthly in arrears.

Staff

- Project Manager
- Other staff TBD

EXHIBIT B PAYMENT PROVISIONS

CONTRACTOR shall be compensated for services rendered pursuant to this contract as follows. Total payments of a fixed amount of SEVEN HUNDRED THIRTY-ONE THOUSAND EIGHTY-FIVE (**\$731,085**) dollars for this contract.

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

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

- a. Contractor's name, address, contact number, an assigned invoice number, supporting documentation (if applicable), and payment amount due.
- b. Milestones and Fee Schedule:

1. Discovery/Design:	\$ 99,960
2. Build:	\$ 341,245
3. Test/Deploy:	<u>\$ 79,280</u>
Subtotal Implementation:	<u>\$ 520,485</u>

4. Upon completion of the implementation, a monthly invoice shall be submitted for support services for 40 hours a month in the amount of \$7,800 per month.

For the contract period this is expected to include twenty-seven (27) invoices starting on the first of the month after the warranty period expires as shown in Table 1 on the next page.

If the warranty period is completed after March 31, 2023, the support services shall start on the first of the subsequent month and the number of invoices shown in the table on the next page shall be reduced accordingly.

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

Table 1: Expected support invoices based on a March 15, 2023 implementation date:

Invoice	Fiscal Year	Month	Period Start	Period End	Amount
1	22/23	April 2023	4/1/2023	4/30/2023	\$ 7,800
2	22/23	May 2023	5/1/2023	5/30/2023	\$ 7,800
3	22/23	June 2023	6/1/2023	6/30/2023	\$ 7,800
Subtotal Fiscal Year:					\$ 23,400
4	23/24	July 2023	7/1/2023	7/30/2023	\$ 7,800
5	23/24	August 2023	8/1/2023	8/30/2023	\$ 7,800
6	23/24	September 2023	9/1/2023	9/30/2023	\$ 7,800
7	23/24	October 2023	10/1/2023	10/30/2023	\$ 7,800
8	23/24	November 2023	11/1/2023	11/30/2023	\$ 7,800
9	23/24	December 2023	12/1/2023	12/30/2023	\$ 7,800
10	23/24	January 2024	1/1/2024	1/30/2024	\$ 7,800
11	23/24	February 2024	2/1/2024	2/29/2024	\$ 7,800
12	23/24	March 2024	3/1/2024	3/30/2024	\$ 7,800
13	23/24	April 2024	4/1/2024	4/30/2024	\$ 7,800
14	23/24	May 2024	5/1/2024	5/30/2024	\$ 7,800
15	23/24	June 2024	6/1/2024	6/30/2024	\$ 7,800
Subtotal Fiscal Year					\$ 93,600
16	25/26	July 2024	7/1/2024	7/30/2024	\$ 7,800
17	25/26	August 2024	8/1/2024	8/30/2024	\$ 7,800
18	25/26	September 2024	9/1/2024	9/30/2024	\$ 7,800
19	25/26	October 2024	10/1/2024	10/30/2024	\$ 7,800
20	25/26	November 2024	11/1/2024	11/30/2024	\$ 7,800
21	25/26	December 2024	12/1/2024	12/30/2024	\$ 7,800
22	25/26	January 2025	1/1/2025	1/30/2025	\$ 7,800
23	25/26	February 2025	2/1/2025	2/28/2025	\$ 7,800
24	25/26	March 2025	3/1/2025	3/30/2025	\$ 7,800
25	25/26	April 2025	4/1/2025	4/30/2025	\$ 7,800
26	25/26	May 2025	5/1/2025	5/30/2025	\$ 7,800
27	25/26	June 2025	6/1/2025	4/30/2023	\$ 7,800
Subtotal Fiscal Year					\$ 93,600
Total Support					\$ 210,600

3. **22-28:** Approve Purchase Order with Outreach Solutions, as a Service, LLC (D.B.A. Smart County Solutions) for Salesforce Software Licenses from October 1, 2022 - June 30, 2025 [**\$185,815 - PROP 10 FUNDS**]

87





AGENDA ITEM: 22-28

DATE OF MEETING: September 14, 2022

ACTION:

INFORMATION:

**APPROVE PURCHASE ORDER WITH
OUTREACH SOLUTIONS AS A SERVICE, LLC. (d.b.a. Smart County Solutions)
FOR SALESFORCE SOFTWARE LICENSES
FROM OCTOBER 1, 2022 – JUNE 30, 2025
[\$185,815 – PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve opening a Purchase Order for Salesforce Licenses through Outreach Solutions as a Service, LLC d.b.a. Smart County Solutions for a total contract amount not to exceed \$185,815 for the period October 1, 2022, through June 30, 2025. This request is for the acquisition of Salesforce licenses for the purpose of implementing a Customer Relationship Management (CRM) database as the department's cloud-based contract management and data storage solution.

BACKGROUND

First 5 Riverside County has experienced tremendous growth over the last five years in both the size and scope of the department's staffing and strategic framework. As a result of the integrated and complex funding and programmatic efforts that support evolving needs of the community, the department has identified a need for a more robust and adaptable cloud-based contract management and data-storage solution that is both user-friendly and provides the necessary key data delivery models and reporting capabilities that are most often used by the Commission's staff.

Salesforce Inc. – CRM Solutions

Salesforce, Inc. is a proven pioneer in delivering and implementing cloud-based Customer Relationship Management (CRM) solutions. CRMs are designed to manage the entire customer relationship process holistically and conjoin vital data. It stores information in a single location and has reporting features that allow staff to quickly retrieve and analyze data while displaying information in comprehensive formats that can be shared with others. Additionally, CRMs may employ various forms of automation,

sending out important reminders, drawing from reliable sources to auto-populate forms, and supporting workflow management.

PROCUREMENT SUMMARY

This request for the procurement of Salesforce Software Licensing through the State Leveraged Procurement Program (SLP) (“Piggyback”) is consistent with the procurement policies and regulations of the County of Riverside – utilizing the state’s existing contract to procure services with the identified vendor. County’s Purchasing department has reviewed and approved the use of the State’s contract to procure the required licenses as outlined in the attached quote. County’s IT department has approved the IT procurement form (H-11) and it is now with Procurement for final approval.

The California Department of General Services (DGS) has made available to the State of California Departments the Software Licensing Program (SLP) for agencies/departments that have identified a need for Software as a Service (SaaS) procurements. In support of this request, First 5 Riverside County presents Contract No. SLP-19-70-0238D (Attachment A1) in which Outreach Solutions as a Service LLC entered into an agreement with DGS to implement Salesforce SLP-2019 with a contract term from December 13, 2019 to May 13, 2024.

RECOMMENDED ACTION

That the Commission:

1. Approve Proposition 10 funds for the purchase of Salesforce licenses through Outreach Solutions as a Service, LLC for an amount not to exceed \$185,900 effective October 1, 2022 – June 30, 2025 to implement the next-generation contract management and data storage solution for First 5 Riverside County.
2. Authorize the Executive Director to open a Purchase Order with Outreach Solutions as a Service, LLC for an amount not to exceed \$185,900 utilizing the States Leveraged Procurement and authorize the Executive Director to sign documents necessary to procure the licenses on behalf of the Commission, as approved by County Counsel, IT Department and Purchasing.
3. Authorize the Executive Director, based on the availability of fiscal funding as approved to open additional purchase orders that exercise the options on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation exists in the FY 22/23 annual budget (938001-25800-92980-521640).

STRATEGIC PLAN RELEVANCE

Goal 4: Countywide Impact – Evaluation (81250) and Cross-Program (92980)

POTENTIAL CONFLICTS OF INTEREST

None Known

ATTACHMENTS

- A1. 22-28 Attachment Salesforce OSaaS, LLC Quote 33009646 First 5 Riverside County
- A2. 22-28 Attachment Salesforce OSaaS, LLC Executed Reseller Agreement SLP-22-70-0238H
- A3. 22-28 Attachment Salesforce H11 Submitted to RCIT 2022-08-16

Outreach Solutions as a Service LLC
 1232 Q Street, Ste 200
 Sacramento, CA 95811
 CDTFA Resellers Permit: 103229565
 SLP#: SLP-22-70-0238H
<https://www.osaasllc.com/>



RESELLER DETAILS

Carlo Grifone
 Outreach Solutions as a Service LLC
 1232 Q St, Suite 200
 Sacramento, CA, 95811
 Carlo.grifone@osaasllc.com
 Phone: +1 833-490-1030

QUOTE

DATE 08/15/2022
 QUOTE# 33009646

VENDOR

Bailey McCummings
 Carahsoft Technology Corp.
 11493 Sunset Hills Road, Suite 100
 Reston, Virginia 20190
 Bailey McCummings@carahsoft.com
 Phone: +1 571-662-3422

CUSTOMER

Rens Van Eenennaam
 First 5 Riverside County, Children & Families
 Commission
 585 Technology CT
 Riverside, CA 92507
 mveenenn@rivco.org
 N/A

SKU	DESCRIPTION	QTY	PRICE	AMOUNT
121-0156	Lightning Platform Plus Enterprise Edition Salesforce.com, Inc. - 121-0156 Start Date: 10/01/2022 End Date: 06/30/2023	28	\$773.62	\$21,661.36
121-0175	Government Cloud Plus 15% Net Price Salesforce.com, Inc. - 121-0175 Start Date: 10/01/2022 End Date: 06/30/2023	1	\$3,723.52	\$3,723.52
121-0218	Salesforce Shield 30% Net Price Salesforce.com, Inc. - 121-0218 Start Date: 10/01/2022 End Date: 06/30/2023	1	\$7,447.03	\$7,447.03
121-0335	Salesforce Shield 30% Net Price Start Date: 09/21/2022 End Date: 09/20/2023	1	\$7,447.03	\$7,447.03
121-0157	Lightning Platform (Administrator) Salesforce.com, Inc. - 121-0157 Start Date: 10/01/2022 End Date: 06/30/2023	2	\$638.23	\$1,276.46
121-0130	Customer Community - Logins Salesforce.com, Inc. - 121-0130 Start Date: 10/01/2022 End Date: 06/30/2023	150	\$12.57	\$1,885.50
SalesForce Licenses Subtotal				\$43,440.90
NIntex				
205-0144	App Exchange Products 1% List Price / \$100 LDS Gov Cloud Non FedRAMP - MSRP = \$360 Salesforce.com, Inc. - 205-0144 Start Date: 10/01/2022 End Date: 06/30/2023	30	\$202.00	\$6,060.00

Outreach Solutions as a Service LLC
 1232 Q Street, Ste 200
 Sacramento, CA 95811
 CDTFA Resellers Permit: 103229565
 SLP#: SLP-22-70-0238H
<https://www.osaasllc.com/>



205-0144	App Exchange Products 1% List Price / \$100 Triggered / Mass DDPS - FedRAMP - Includes Support - MSRP = \$6 Salesforce.com, Inc. - 205-0144 Start Date: 10/01/2022 End Date: 06/30/2023	500	\$2.55	\$1,275.00
Nintex Subtotal:				\$7,335.00
Subtotal:				\$50,775.90
Total Quote:				\$50,775.90

Suggested Options: Year 2

SKU	DESCRIPTION	QTY	PRICE	AMOUNT
121-0156	Lightning Platform Plus Salesforce.com, Inc. - 121-0156 Start Date: 07/01/2023 End Date: 06/30/2024	28	\$1,031.49	\$28,881.72
121-0175	Government Cloud Plus 15% Net Price Salesforce.com, Inc. - 121-0175 Start Date: 07/01/2023 End Date: 06/30/2024	1	\$4,964.69	\$4,964.69
121-0218	Salesforce Shield 30% Net Price Salesforce.com, Inc. - 121-0218 Start Date: 07/01/2023 End Date: 06/30/2024	1	\$9,929.37	\$9,929.37
121-0335	Premier Success Plan 30% Net Price Salesforce.com, Inc. - 121-0335 Start Date: 07/01/2023 End Date: 06/30/2024	1	\$9,929.37	\$9,929.37
121-0157	Lightning Platform (Administrator) Salesforce.com, Inc. - 121-0157 Start Date: 07/01/2023 End Date: 06/30/2024	2	\$850.98	\$1,701.96
121-0130	Customer Community - Logins Salesforce.com, Inc. - 121-0130 Start Date: 07/01/2023 End Date: 06/30/2024	150	\$16.76	\$2,514.00
205-0144	App Exchange Products 1% List Price / \$100 LDS Gov Cloud Non FedRAMP - MSRP = \$360 Salesforce.com, Inc. - 205-0144 Start Date: 07/01/2023 End Date: 06/30/2024	30	\$255.16	\$7,654.80
205-0144	App Exchange Products 1% List Price / \$100 Triggered / Mass DDPS - FedRAMP - Includes Support - MSRP = \$6 Salesforce.com, Inc. - 205-0144 Start Date: 07/01/2023 End Date: 06/30/2024	500	\$2.55	\$1,275.00
Suggested Subtotal:				\$66,850.91

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will not exceed 2% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Only Services on this Order Form that are identified by SKU in the Government Cloud Plus Products list available at <https://www.salesforce.com/company/legal/agreements/>, as updated from time to time, are Government Cloud Plus Products. All other Services are non-Government Cloud Plus products. The Government Cloud Available Products and Features Knowledge Article available at <https://help.salesforce.com/articleView?id=000321821&type=1&mode=1> ("Knowledge Article") identifies "Interoperable (but not authorized)" products and features which are compatible with Government Cloud Plus Products, in the manner as described in the Documentation. Customer has sole responsibility, prior to using new products or features with Government Cloud Plus Products, to determine if such products or features are within the Government Cloud Plus authorization boundary, as described in the Knowledge Article, and for maintaining the settings in its Salesforce Government Cloud Plus Org for the Org to remain compliant with the Government Cloud Plus authorizations. Salesforce provides customers with a Configuration User Guide available at <https://publicsector-compliance-us.my.salesforce.com/> to assist with the setup and configuration process. "Org" means a unique instance of the Services, i.e., a separate set of Customer Data and Customer-specific Service customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access). Customer acknowledges that the "Interoperable (but not authorized)" products and features, as well as any Non-SFDC Applications that interoperate with the Customer's Salesforce Government Cloud Plus Org, fall outside of the Government Cloud Plus authorization boundary. In light of the foregoing, Customer understands and agrees that its Customer Data will be shared with "Interoperable (but not yet authorized)" products and features and Non-SFDC Applications that interoperate with its Salesforce Government Cloud Plus Org.

Product Special Terms

Salesforce Shield

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

Einstein Features

SFDC may access Customer Data submitted to the Einstein features for the purpose of improving and training services and features Customer may access, and Customer instructs SFDC to process its Customer Data for such purpose. Customer retains all ownership of its Customer Data and SFDC retains all ownership in and to aggregated machine learning results.

Government Cloud Plus

The Government Cloud Plus subscription: (i) provides an isolated infrastructure for hosting authorized Salesforce Services, with additional controls specifically for US government customers and US government contractors, as further described in the Trust and Compliance Documentation (available at <https://www.salesforce.com/company/legal/trust-and-compliance-documentation/>); and (ii) amends and supplements the Premier Success Plan (available at <https://sfdc.co/bDsV6q>) for Services available on the Government Cloud Plus infrastructure as set forth below. The terms in the Premier Success Plan shall apply, except as otherwise set forth herein. For the purposes of this Product Special Term, "Qualified US Citizens" are individuals who: (1) are United States citizens; (2) are physically located within the United States while providing Premier Support Services; and (3) have completed a background check as a condition of their employment with Salesforce.

Submitting a Case: Users can submit support cases as described in the Premier Success Plan. Cases submitted via the Help portal will automatically be routed to Qualified US Citizens. Cases submitted outside of the Help portal (e.g. via telephone or chat, when available) will not be responded to by Qualified US Citizens. These individuals will route cases to a team of Qualified US Citizens and will access the following information about Users in order to route the calls to Qualified US Citizens: first and last name, email address, username, phone number, and physical business address. All support is provided in English only. All personnel engaged outside of the Help portal, including those in customer success roles or providing customer success services (e.g. Expert Coaching, Expert Office Hours), will not be Qualified US Citizens and will only have access to Customer Data if Customer provides such personnel a User ID or otherwise enables the sharing of Customer Data with such personnel.

-- Nintex --

Order Conditions

1. This Order Form is valid and binding for the Subscription Term. Unless otherwise set forth in this Order Form, the 'Subscription Term' for the Subscription(s) in this Order Form shall be from the date of execution of this Order Form for the Duration listed above.

2. The Nintex Services on this Order Form are governed by the Master Subscription Agreement located at <http://www.nintex.com/legal>. In the event of any conflict between the terms of this Order Form and the terms of the agreement, the terms of this Order Form shall govern.

3. By executing Carahsoft quote 33440051, you represent and warrant that you are authorized to enter into this Order Form and related agreements on behalf of the entity listed on the Order Form and bind such entity to the terms and conditions of this Order Form and related agreements.

4. Service Period represents a non-cancelable commitment. All services will be billed annually in advance unless otherwise specified.

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Licensee agrees that any order for Salesforce.com will be governed by the terms and conditions of the

Carahsoft Salesforce Service Terms, copies of which are found at <https://carah.io/SFDC-TOU> and all

Schedules referenced by the Service Terms are made a part hereof. Licensee acknowledges it has had the opportunity to review the Agreement, prior to executing an order.

All current standard Government Cloud Premier+ Support customers will migrate to the Government Cloud Plus infrastructure as Government Cloud Premier+ Support is going end of life. The following terms shall apply: <http://www.carahsoft.com/government-cloud-terms>. A list of currently available FedRAMP/IL4

Authorized Salesforce products can be found here:

https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1

Product Terms Directory: <http://carah.io/Product-Terms-Directory>

Help & Training: <http://carah.io/Help>



Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California SOFTWARE LICENSING PROGRAM (SLP) AGREEMENT



Contractor: Outreach Solutions as a Service LLC
Contract Number: SLP-22-70-0238H
SLP Contract Term: 05/10/2022 through 05/10/2025
Contract Base: Salesforce Offer Number Salesforce-SLP-2022

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

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

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

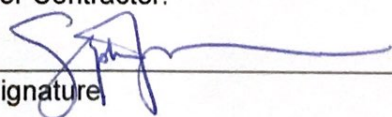
By signing below, Contractor agrees to the General Provisions dated November 19, 2021, SaaS Cloud Computing Services Special Provisions dated March 15, 2018 and all other provisions included herein.

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

For State of CA:


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

 Date

For Contractor:


 Signature
 VP STRATEGY & FINANCE

 Printed Title
 STEPHEN JOHNSON

 Printed Name
 OUTREACH SOLUTIONS AS A SERVICE

 Company Name
 4-26-2022

 Date

**SOFTWARE LICENSING PROGRAM (SLP)
Outreach Solutions as a Service LLC
SLP-22-70-0238H**

**CONTRACTOR PROVIDES COPY OF
THE CONTRACT AND SUPPLEMENTS**

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

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

CONTRACTOR QUARTERLY REPORTS

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

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

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

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

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

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

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

Mail report and check to:

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

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

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

**SOFTWARE LICENSING PROGRAM (SLP)
Outreach Solutions as a Service LLC
SLP-22-70-0238H**

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

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

CONTRACTOR INVOICES

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

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

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

CONTRACTOR OWNERSHIP INFORMATION

OSaaS, LLC is a certified small business enterprise. Their Office of Small Business Services (OSDS) certification #2014511 expires on 05/31/2023.

If this certification has expired, the current expiration date for this company's

certification should be verified at: [CaleProcure](https://caleprocure.ca.gov/pages/index.aspx) (https://caleprocure.ca.gov/pages/index.aspx) or by contacting the Office of Small Business and DVBE Services at (916) 375-4940. Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

AGENCY NON-COMPLIANCE

Agency non-compliance with the requirements of this contract may result in the loss of delegated purchasing authority to use the SLP.

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

AVAILABLE PRODUCTS AND/OR SERVICES

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

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

- **SalesForce**

UNAVAILABLE PRODUCTS AND/OR SERVICES

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

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

**SOFTWARE LICENSING PROGRAM (SLP)
Outreach Solutions as a Service LLC
SLP-22-70-0238H**

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

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-an-IT-Hardware-Contract-Exemption>. This restriction does not apply to local governmental agencies.

IMPLEMENTATION SERVICES

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

Requirements

- State departments must complete a Statement of Work (SOW) for all Implementation services.
- Job titles/categories are limited to those identified in the SLP price list.
- Hourly rates must not exceed those identified in the SLP price list.

- Implementation services can only be purchased when they are in support of software purchased under the SLP.
- Time and Material pricing must not exceed the job Title hourly rate times the number of hours to complete the job.

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

**SOFTWARE MAINTENANCE,
SUBSCRIPTION AND SAAS RENEWALS**

Software Maintenance, Subscription and SaaS renewals shall be fixed at the agencies prior applicable rates (or lower), with a 0% uplift (no up-lift) and no additional increases, fees or charges added, for the duration of this SLP contract.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address:

**OSaaS LLC
1232 Q, Suite 200
Sacramento, CA 95811
Attn: Stephen Johnson**

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

**Phone: (916) 607-4552
E-mail:
stephen.johnson@osaasllc.com**

SHIPPING INSTRUCTIONS

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

**SOFTWARE LICENSING PROGRAM (SLP)
Outreach Solutions as a Service LLC
SLP-22-70-0238H**

DELIVERY

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

AGENCY RESPONSIBILITY

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

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

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

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

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

**ORDER REQUIREMENTS AND
MAXIMUM ORDER LIMIT**

- Unless otherwise determined by an individual ordering agency purchasing authority, no SLP order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with

approved purchasing authority, along with their dollar thresholds can be obtained at the [List of State Departments with Approved Purchasing Authority](#).

- Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using SLP contracts. The requirements for the following bullets are in the SCM, Volume 3, (for IT): If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volume 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For SLP transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

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

**SOFTWARE LICENSING PROGRAM (SLP)
Outreach Solutions as a Service LLC
SLP-22-70-0238H**

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

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

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

MINIMUM ORDER LIMITATION

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

ORDERING PROCEDURES

1. Order Form

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

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

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

2. Purchase Orders

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

1. State Departments:

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

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

2. Local Governmental Departments:

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

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

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

**SOFTWARE LICENSING PROGRAM (SLP)
Outreach Solutions as a Service LLC
SLP-22-70-0238H**

3. Service and Delivery after Contract Expiration

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

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

CONTRACT PRICES

Contract prices for products and/or services are maximums. The ordering department is encouraged to negotiate lower prices.

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

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

CONTRACT EXTENSIONS

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

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

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the SLP, state departments shall, whenever practicable, first consider offers from small businesses that have established SLP contracts [GC

Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when department files are reviewed.

SMALL BUSINESS/DVBE – TRACKING

State departments are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering department with the name of the small business or DVBE used and the dollar amount the ordering department can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

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

**SOFTWARE LICENSING PROGRAM (SLP)
 Outreach Solutions as a Service LLC
 SLP-22-70-0238H**

Certification that it intends to subcontract a commercially useful function to; and

- Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
- Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering department towards the small business or DVBE goal; and
- Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

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

PRODUCTIVE USE REQUIREMENTS

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

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

To substantiate compliance with the Productive Use Requirements, the SLP contractor must provide upon request the name and address of a customer

installation and the name and telephone number of a contact person.

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

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

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

Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in State Administrative Manual (SAM) § 4819.2.

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

**SOFTWARE LICENSING PROGRAM (SLP)
Outreach Solutions as a Service LLC
SLP-22-70-0238H**

**STATE AND LOCAL GOVERNMENTS
CAN USE THE SLP**

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

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

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

**APPLICABLE CODES, POLICIES AND
GUIDELINES**

All California codes, policies and guidelines are applicable. THE USE OF THE SLP DOES NOT REDUCE OR RELIEVE STATE DEPARTMENTS OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into The SLP contracts.

Notwithstanding this, there is no guarantee that “every” possible requirement that pertains to all the different and unique state processes has been included.

TERMINATION OF SLP CONTRACT

1. The State or Contractor may terminate this SLP Contract at any time upon 30 days prior notice.
2. Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets,

- tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
3. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

**STATEWIDE PROCUREMENT
REQUIREMENTS**

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

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

**SOFTWARE LICENSING PROGRAM (SLP)
Outreach Solutions as a Service LLC
SLP-22-70-0238H**

- Annual small business and disabled veteran reports.

ETHNICITY/RACE/GENDER REPORTING REQUIREMENT

Effective July 1, 2002, in accordance with Public Contract Code 10116, state departments are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

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

Contractor participation is voluntary.

PAYMENTS AND INVOICES

1. Payment Terms

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

2. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g. between specific departments and certain

types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

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

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

3. Payee Data Record (Std. 204)

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

4. DGS Administrative and Incentive Fees

Orders from State Agencies:

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

**SOFTWARE LICENSING PROGRAM (SLP)
Outreach Solutions as a Service LLC
SLP-22-70-0238H**

5. Credit Card

OSaaS LLC. accepts the State of California credit card (CAL-Card).

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

FEDERAL DEBARMENT

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

AMERICANS WITH DISABILITY ACT (ADA)

(See attachment B)

**DGS PROCUREMENT DIVISION
CONTACT AND PHONE NUMBER**

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

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

ATTACHMENT A

SLP QUARTERLY BUSINESS ACTIVITY REPORT

Company Name: _____

Reporting Calendar Year: _____

Software Publisher: _____

Reporting Quarter: Q1 (January to March)

Contract Number: _____

Q2 (April to June)

For Questions Regarding this Report: _____

Q3 (July to September)

E-mail: _____

Q4 (October to December)

Check Here if No New Orders for This Quarter

STATE GOVERNMENT AGENCY PURCHASES							
State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number ¹⁰⁶

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES						
Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ _____

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

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

ATTACHMENT A

SLP QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the SLP Quarterly Business Activity Report.

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

Notes:

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

ATTACHMENT B

ADA NOTICE

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

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

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

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

The Procurement Division TTY telephone numbers are:

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

The California Relay Service Telephone Numbers are:

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



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

H11 Number:			
Requested Purchase:	Salesforce licenses		
Department/Agency:	Children and Families Commission of Riverside County a.k.a. First 5 Riverside County (CFARC)		
Primary Contact/Phone:	Gervase Hammond: 951-955-0472	Alternate Contact/Phone:	Rens van E...: 951-955-0461
Purchase Request Type:	Software Licenses		
Describe Requested Purchase:	<p>BACKGROUND</p> <p>First 5 Riverside County has experienced tremendous growth over the last five years in both the size and scope of the department’s staffing and strategic framework. As a result of the integrated and complex funding and programmatic efforts that support evolving needs of the community, the department has identified a need for a more robust and adaptable cloud-based contract management and data-storage solution that is both user-friendly and provides the necessary key data delivery models and reporting capabilities that are most often used by First 5 staff.</p> <p><u>SALESFORCE CRM SOLUTION</u></p> <p>Salesforce is a proven platform delivering and implementing cloud-based Customer Relationship Management (CRM) solutions. CRMs are designed to manage the entire customer relationship process holistically and conjoin vital data. It pulls in information from multiple sources and stores it in a single hosted location and has reporting features that allow staff to quickly retrieve and analyze data while displaying information in comprehensive formats that can be shared with others. Additionally, CRMs may employ various forms of automation, sending out important reminders, drawing from reliable sources to auto-populate forms, and supporting workflow management.</p> <p><u>PROCUREMENT SUMMARY</u></p> <p>Licenses</p> <p>This request for the procurement of Salesforce Software Licensing through the State Leveraged Procurement Program (SLP) (“Piggyback”) is consistent with the procurement policies and regulations of the County of Riverside – utilizing the state’s existing contract to procure services with the identified vendor. County’s Purchasing department has reviewed and approved the use of the state’s contract to procure the required licenses as outlined in the attached quote.</p> <p>The California Department of General Services (DGS) has made available to the State of California Departments the Software Licensing Program (SLP) for agencies/departments that have identified a need for Software as a Service (SaaS) procurements. In support of this request, First 5 Riverside County presents Contract No. SLP-19-70-0238D (Attachment A1) in which Outreach Solutions as a Service LLC entered into an agreement with DGS to implement Salesforce SLP-2019 with a contract term from December 13, 2019 to May 13, 2024.</p> <p>Implementation and Support</p> <p>In alignment with Commission policy (Action Item 17-25) and County procurement policies, Commission staff secured quotes from four implementation vendors: Navisite, LLC (Previously Eightcloud, Inc.), Coastal Cloud, MTX, and Cube 84. Navisite, LLC was chosen based on the following criteria: 1) consultant for the First 5 Alameda database implementation which was utilized for evaluative purposes; 2) consultant/vendor successful proven specialized experience with First 5 Alameda; 3) competitive price, and 4) implementation methodology – customization of existing grant management solution utilizing Salesforce at two Eightcloud clients: First 5 Alameda and Orange County.</p>		



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

Terms:	<p>Is this a Multi-Year Contract?: Y</p> <p>Length of Contract: 2.8 years</p> <p>Start Date: 10/1/2022</p> <p>End Date: 6/30/2025</p> <p>Special Terms and Conditions: State Leveraged Purchase through reseller.</p>
Business Needs Addressed:	Contract management including document management, workflow management, portal-based invoicing, periodic reporting to department, county, state and federal agencies.
Are there other county systems that provide the same functionality?	No
Business Criticality:	Critical
Business Impact:	High

Current Cost itemization (Include all the Fiscal Year 2022/23 cost)							
Item Description	Purchase Type	Vendor	Quantity	Unit Cost	Sub_Total	Item Tax	Total Cost
Salesforce Licenses	Purchase Order	Outreach Solutions as a Service, LLC (OSaaS, LLC)	1	\$50,775	\$50,775	\$ 0	\$50,776
Salesforce Implementation	Professional Services Agreement	Navisite, LLC	1	\$520,485	\$520,485	\$ 0	\$520,485
Salesforce Post-Implementation Support	Professional Services Agreement	Navisite, LLC	3	\$7,800	\$23,400	\$ 0	\$ 23,400

Annual Costs				
Item Description	Payment Type	Terms (in Years)	Payment amount	Total Annual Payments
Salesforce Licenses	Purchase Order	2	\$66,851/\$68,188	\$135,039
Solution Support	Professional Services Agreement	2	\$93,600/\$93,600	\$187,200

Accounting String						
To be completed for pass-thru purchases that will be processed by RCIT Only (Not applicable)						
%Billed	Accounts (6 digits)	Dept.ID (6 -10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)

Department Head Signature: (or Authorized designee)	110	Date:
		8/16/22



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

RCIT Review (Standard purchases and renewals < \$25000) - Administrative Review Status

Recommended:	By:	Date:
Denial Explanation:		

ACIO Review - ACIO Review Status

Recommended: Yes	BY:	Date:
Denial Explanation:		

CIO Review (Purchases and renewals >\$100K) CIO Review Status

Recommended:	By:	Date:
Denial Explanation:		

TSOC Review (Purchases and renewals >\$100K) TSOC Review Status

Recommended:	By:	Date:
Denial Explanation:		

4. **22-29:** Approve Amendment No. 1 to the First Amended and Restated Memorandum of Understanding (MOU) with Riverside County Department of Social Services (DPSS) for Family Resource Centers from July 1, 2022 - June 30, 2023 (**MOU NO. DPSS-0001997**) [**\$2,574,500 DPSS FUNDS**]

113





AGENDA ITEM: 22-29

DATE OF MEETING: September 14, 2022

ACTION:

INFORMATION:

**APPROVE AMENDMENT No. 1 TO THE FIRST AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING (MOU) WITH RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS) FOR FAMILY RESOURCE
CENTERS
FROM JULY 1, 2022 – JUNE 30, 2023 (MOU NO. DPSS-0001997)
[\$2,574,500 DPSS FUNDS]**

SUMMARY OF REQUEST

Approve Amendment No. 1 to the First Amended and Restated Memorandum of Understanding (MOU No. DPSS-0001997) with Riverside County Department of Public Social Services (DPSS) for an amount not to exceed \$2,574,500, effective July 1, 2022 – June 30, 2023. Approval of this amendment increases the budget by \$500,000 from \$2,074,500 to \$2,574,500 to support an increase in staffing levels for Family Resource Centers to meet the demand for services needed to serve families with children.

BACKGROUND

September 8, 2021 (Action Item No. 21-30): Riverside County Children & Families Commission approved Amendment No. 1 to the MOU (DPSS-0001997) between DPSS and First 5 Riverside County adding \$149,000 in additional DPSS funds for FRC consultant services

May 13, 2020 (Action Item No. 20-22): Riverside County Children & Families Commission approved the MOU (DPSS-0001997) between DPSS and First 5 Riverside County for Family Resource Centers

RECOMMENDED ACTION

That the Commission:

1. Approve Amendment No. 1 to the First Amended and Restated Memorandum of Understanding (MOU) No. DPSS-0001997 with Riverside County Department of Public Social Services for Family Resource Centers in substantially the same form as the attached draft Amendment and authorize the Executive Director to

sign the contract on behalf of the Commission, subject to County Counsel approval as to form; and

2. Authorize the Executive Director, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of the executed MOU, including modifications of the statement of work that stay within the intent of said MOU without requiring further action from the Commission.

BUDGET IMPACT

Authorize budget adjustment with Auditor Controller's Office to recognize additional revenue and expenditures not previously included in the FY 22/23 budget. Reimbursement of Salaries: \$500,000 (938001-25800-777540-92975) and Salaries and Benefits: \$500,000 (938001-25800-510040-92975).

STRATEGIC PLAN RELEVANCE

Goal Area 3: Resilient Families

POTENTIAL CONFLICTS OF INTEREST

None Known

ATTACHMENTS

1. Amend #1 to the 1st AR DPSS-0001997 First 5 MOU 9.1.22 FINAL

RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
AMENDMENT No. 1 TO THE
FIRST AMENDED AND RESTATED MOU DPSS-0001997
WITH
FIRST 5 RIVERSIDE COUNTY
FOR
OPERATION AND ADMINISTRATION OF FRCS AND
INTEGRATED SERVICE DELIVERY SYSTEM

MEMORANDUM OF UNDERSTANDING: DPSS-0001997

PERIOD OF PERFORMANCE: July 1, 2020 - Perpetual

EFFECTIVE DATE
OF AMENDMENT: July 1, 2021

ANNUAL MAXIMUM REIMBURSABLE
AMOUNT: FY 20/21 - \$2,000,000
FY 21/22 - \$2,404,500
FY 22/23 - \$2,574,500
FY 23/24 and beyond - \$2,500,000

This Amendment No. 01 to the First Amended and Restated Memorandum of Understanding DPSS-0001997 ("MOU"), is made by and between, First 5 Riverside County Children and Families Commission (herein referred to as "First 5 Riverside County"), and the County of Riverside's Department of Public Social Services (hereinafter referred to as "DPSS"), both as departments of the County of Riverside, political subdivision of the State of California.

RECITALS

WHEREAS, DPSS and First 5 Riverside County previously entered into that certain MOU, DPSS-0001997, executed on June 4, 2020 and effective July 1, 2020, for operation and administration of the Family Resource Centers (FRCs), (herein referred to as "Original MOU"); and;

WHEREAS, DPSS and First 5 Riverside County previously entered into that certain First Amended and Restated MOU, DPSS-0001997, executed on September 23, 2021, effective July 1, 2020; and

WHEREAS, DPSS and First 5 Riverside County now desire to amend the First Amended and Restated MOU to increase the maximum reimbursable amount for fiscal year 21/22 and beyond, all in accordance with terms and conditions (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities for DPSS and First 5 Riverside County;

WHEREAS, Section 24 of the MOU allows for modifications by written amendment signed by both parties; and,

NOW THEREFORE, in consideration of their mutual covenants, DPSS and First 5 Riverside County agree to amend the MOU according to the terms and in the manner set forth herein:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Amend Schedule A, “Schedule, Terms, and Method of Payment,” Subsection 1.A. “Maximum Reimbursable Amount” to read:**
 - A. Total annual payments by DPSS to First 5 Riverside shall not exceed:

Table 1 <i>DPSS/First 5 Family Resource Centers</i>			
BUDGET ITEM	PAYMENT FY 20/21	PAYMENT FY 21/22	PAYMENT FY 22 - Beyond
Salaries and Benefits	\$1,200,000	\$1,100,000	\$1,700,000
Operating Expenses and Indirect Costs	\$800,000	\$1,230,000	\$800,000
Total	\$2,000,000	\$2,330,000	\$2,500,000

Table 2 <i>Integrated Service Delivery System</i> July 1, 2021 – June 30, 2023	
BUDGET ITEM	PAYMENT
Integrated Delivery System July 1, 2021- June 30, 2022	\$49,500
Integrated Delivery System July 1, 2022- June 30, 2023	\$49,500
Total	\$99,000

Table 3 <i>DPSS Linkages</i> July 1, 2021 – June 30, 2023	
BUDGET ITEM	PAYMENT
Linkages July 1, 2021-June 30, 2022	\$25,000
Linkages July 1, 2022-June 30, 2023	\$25,000
Total	\$50,000

3. **Effective Date.** This Amendment No. 01 to the First Amended and Restated MOU DPSS-0001997, shall become effective July 1, 2021.

4. Miscellaneous. All other terms and conditions of the MOU not modified herein shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Amendment No. 01 to the First Amended and Restated MOU DPSS-0001997.

County of Riverside, a political
Subdivision of the State of California

First 5 Riverside County, a political
Subdivision of the State of California

Sayori Baldwin,
Assistant CEO - Human Services
Director, DPSS

Tammi Graham
Executive Director

Date

Date

Approval as to Form
County Counsel
By: _____
Katherine Wilkins
Deputy County Counsel
Date: _____

Approval as to Form
County Counsel
By: _____
Ronak Patel
Deputy County Counsel
Date: _____

5. **22-30:** Approve Contract with Temple Beth-El for Quality Early Learning Infrastructure Funding for September 15, 2022 - December 31, 2023
(CONTRACT NO. CF23101) [\$97,562 - PROP 10 FUNDS District 1]

119





AGENDA ITEM: 22-30
DATE OF MEETING: September 14, 2022
ACTION:
INFORMATION:

**APPROVE CONTRACT WITH
TEMPLE BETH EL FOR
QUALITY EARLY LEARNING INFRASTRUCTURE FUNDING
FROM SEPTEMBER 15, 2022 – DECEMBER 31, 2023 (CONTRACT NO. CF23101)
[\$97,562 – PROP 10 FUNDS District 1]**

SUMMARY OF REQUEST

Approve Contract No. CF23101 with Temple Beth El for an amount not to exceed \$97,562 effective September 15, 2022 – December 31, 2023, for Quality Early Learning Infrastructure funding for center-based facility improvements needed to add 24 new spaces for infant and toddler child care.

BACKGROUND

A Request for Qualifications (RFQu) CFARC-0020 for Quality Early Learning Infrastructure funding resulted in three potential projects – one proposal from Temple Beth El - located in District 1. The approved ARPA funding and leveraged Proposition 10 funding allocation for District 1 has been committed to Lakeland Village, therefore exhausting funding available for the Temple Beth El proposal.

Previous Commission Action Item 20-36 authorized \$3,800,000 for infrastructure projects from district 2, 3, 4, 5. No applications for funding were received from District 1. There is \$581,389 not committed from this action. Based on the urgent need to increase the number of child care spaces for children ages 0-3 as outlined in the recent Riverside County Child Care Facilities Landscape Scan and the designation of Riverside County as a “child care desert,” this request for Proposition 10 funding is being brought to the Commission for approval to fund Temple Beth El’s proposal to increase the number of critically needed child care spaces for children ages 0-3.

May 26, 2022 (RFQu CFARC-0020): Through a Request for Qualifications published on May 5, 2022, First 5 staff received, reviewed, and recommended funding awards for Quality Early Learning Infrastructure.

May 11, 2022 (Action Item 22-18): Commission approved the allocation of \$1,000,000 in Proposition 10 funding to leverage available ARPA funding for the Lakeland Village Project in District 1, effectively exhausting the approved available ARPA and Proposition 10 funds for infrastructure projects in District 1.

September 27, 2021 (Action Item 21-36): Commission authorized \$5,000,000 in Proposition 10 funds to leverage the \$5,000,000 Early Childhood Education (ECE) Recovery Funds (ARPA) established by the County of Riverside and approved the release of a Request for Qualifications to solicit proposals for early care and education facility projects for center-based sites in each Supervisorial district.

October 28, 2020 (Action Item 20-36): Authorized funds for nine (9) proposals for \$3,800,000.

December 19, 2019 (Action Item 19-29): Approval of investment of \$1.5M to develop an RFP to support the development of quality early learning infrastructure projects for infant and toddler programs. The RFP solicited proposals from private nonprofit and for-profit center-based providers currently participating in Quality Start Riverside County (QSRC).

RECOMMENDED ACTION

That the Commission:

1. Approve Contract No. CF23101 with Temple Beth El for an amount not to exceed \$97,562, effective September 15, 2022 – December 31, 2023, for Quality Early Learning infrastructure funding for center-based facility improvements needed to add 24 new spaces in substantially the same form as the draft Contract No. CF23101 attached hereto; and authorize the Executive Director to sign the contract on behalf of the Commission, subject to County Counsel approval as to form; and
2. Authorize the Executive Director, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of Contract No. CF23101, on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract and potential project period extension without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation exists in the FY 22/23 budget (938001-25800-92950-527980).

STRATEGIC PLAN RELEVANCE

Priority Area 1: Quality Early Learning

POTENTIAL CONFLICTS OF INTEREST

None Known

ATTACHMENTS

1. 22-30 Attachment Temple Beth El Child Development Center CF23101 Infrastructure Development Project

FUNDING AGREEMENT

Quality Early Care and Education: Infrastructure Development

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

1.1 RECITALS

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

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

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

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

E. COMMISSION has reviewed IMPROVEMENT PLANS.

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

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

H. TOTAL CONTRIBUTION for PROJECT shall not exceed a total of NINETY-SEVEN THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS, (**\$97,562**); and

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

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

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

L. This Agreement may be terminated by RECIPIENT or COMMISSION, without cause upon thirty (30) days written notice served upon the non-terminating party, as provided herein. In addition, it is mutually agreed and understood that the obligation of the COMMISSION for payment under this Agreement is limited and contingent upon the availability of Proposition 10 funds from which payment can be made; and that this Agreement may be immediately terminated by the COMMISSION if funds are no longer available. In the event of termination, the

COMMISSION shall make payment for all services provided by RECIPIENT up to the date of written notice of termination.

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

1.2 SECTION I

RECIPIENT shall:

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

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

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

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

5. Supervise and inspect all aspects of PROJECT construction.

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

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

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

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

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

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

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

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

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

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

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

2.1 SECTION II

COMMISSION shall:

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

3.1 SECTION III

It is further mutually agreed:

1. TOTAL CONTRIBUTION shall not exceed a total NINETY-SEVEN THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS, (**\$97,562**) and shall be used by RECIPIENT solely for the purpose of constructing PROJECT as set forth herein. No additional funding whatsoever shall be provided by COMMISSION for any subsequent PROJECT modifications, extensions or repairs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TEMPLE BETH EL CHILD DEVELOPMENT
CENTER

RIVERSIDE COUNTY CHILDREN AND
FAMILIES COMMISSION:

By: _____
Trudy Oliver
Administrative Director

By: _____
Tammi Graham
Executive Director

Date: _____

Date: _____

ATTEST:

By: _____
Lynn M. Stephens
Commission Coordinator

Date: _____

APPROVED AS TO FORM:

Ronak Patel
Chief Deputy County Counsel

Date: _____

EXHIBIT A:

PROJECT SCOPE OF WORK & TIMELINE

Project Scope of Work

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

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

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

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

Timeline

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

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

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

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

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

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

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

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

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

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

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

Site Visits

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

Quarterly Progress Reports

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

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

- Quarter 1 (September 14, 2023 – September 30, 2023): No Report Due
- Quarter 2 (October 1, 2023 – December 31, 2023): Report Due January 20, 2023
- Quarter 3 (January 1, 2023 – March 31): Report Due April 20, 2023
- Quarter 4 (April 1, 2023 – June 30, 2023): Report Due July 12, 2023
- Quarter 5 (July 1, 2023 – September 30, 2023)
- Quarter 6 (October 1, 2023 – December 31, 2023) (Final Cumulative Program Progress Report Due January 20th 2024 at the latest)

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

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

EXHIBIT B: BUDGET

September 15, 2022 – December 31, 2023

USE OF FUNDS:		TOTAL REQUESTED:
Development Costs		
1. General Costs/Fees		
1.1	General Contractor Fees	\$7,200
1.2	Permit Fees	\$1,000
1.3	Application Licensing, Environmental Health etc.	\$1,000
Sub-Total:		\$9,200
2. Outdoor Site Improvements		
2.1	2 Café Tables, Tree Swing, Movable Equipment/Structure, Play Mat, Shade Structure, Storage, 4-seat Stroller	\$12,050
2.2	Installation of Fencing, 2 gates & Hardware	\$4,500
2.3	Toddler Space rework: Landscaping (soil prep/fine grading, weed abatement, 90-day maintenance period, root barrier, shrubs, trees, turf sod, wood mulch, crushed rock, and irrigation rework)	\$2,000
2.4	Miscellaneous (Sidewalk Concrete)	\$4,500
Sub-Total		\$23,050
3. Kitchen Remodel		
3.1	Kitchen Electrical & Plumbing updates	\$4,500
3.2	Dishwasher Purchase	\$6,000
3.3	Dishwasher Installation	\$1,000
3.4	Countertop and Sink Modification	\$4,000
3.5	Garage Disposal Purchase and Installation	\$1,000
Sub-Total		\$16,500
4. Bathroom Remodel		
4.1	Remodel Bathroom to inf/toddler Kitchenette & Laundry room	\$8,400
4.2	Equipment: 1 Stackable Washer/Dryer, Full Refrigerator, double sink	\$3,550
4.3	Upper/Lower Cabinets, Countertop, Shelf Storage	\$4,850
4.4	Electrical Upgrade & Installation and Plumbing update	\$3,000
Sub-Total		\$19,800
5. Classroom Improvements		
5.1	12 Cribs, 12 Cots, 24 Sheet, 4 Tables, 8 Chairs, 4 High-Chairs, Sound Machine	\$5,320
5.2	2 Changing tables w/Stairs & Sink	\$3,200
5.3	2 Room partitions, 4 baby gates, 4 diaper pails, 2 child toilets	\$2,232
5.4	Labor to switch toilets and install partitions	\$2,000
Sub-Total		\$12,857
Funding Requested		\$81,302
Project Contingency		\$16,260
Total: Development Costs		\$97,562

EXHIBIT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Agreement is not to exceed NINETY-SEVEN THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS, (**\$97,562**) for the duration of the Agreement period as funded by the Riverside County Children and Families Commission, also known as First Five Riverside County, (hereinafter the “COMMISSION” or “COUNTY”), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

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

1. Method, Time, and Schedule Conditions of Payment

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

2. Allowable Costs

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

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

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

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

Failure to use for 0-5 purposes Required Compensation

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

**EXHIBIT D:
COMPREHENSIVE TOBACCO CONTROL POLICY**

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

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

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

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

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

6. **22-31:** Approve Agreement with Riverside County Office of Education (RCOE) for Quality Start Riverside County (QSRC) Collaborative Support Services from July 1, 2022 - June 30, 2023 (**CONTRACT NO. #C1008765**) [**\$250,000 - RCOE STATE FUNDS**]

134





AGENDA ITEM: 22-31
DATE OF MEETING: September 14, 2022
ACTION:
INFORMATION:

**APPROVE AGREEMENT WITH
RIVERSIDE COUNTY OFFICE OF EDUCATION (RCOE)
FOR QUALITY START RIVERSIDE COUNTY (QSRC)
COLLABORATIVE SUPPORT SERVICES
FROM July 1, 2022 – June 30, 2023 (CONTRACT NO. C1008765)
[\$250,000 – RCOE STATE FUNDS]**

SUMMARY OF REQUEST

Approve Agreement No. C1008765 with Riverside County Office of Education (RCOE) for an amount not to exceed \$250,000 in revenue funds to support the provision of QSRC collaborative support services effective July 1, 2022 – June 20, 2023. Commission acceptance of these revenue funds ensures services are provided to support the QSRC partnership with RCOE and to support the data system and sustainability planning for continuous improvement of program quality at early learning sites.

BACKGROUND

First 5 Riverside County and Riverside County Office of Education (RCOE) formed a partnership to build and implement Quality Start Riverside County (QSRC). This collaborative work began in 2015 through the First 5 IMPACT (Improve and Maximize Programs so All Children Thrive) and continues today through the Quality Counts California Local Consortia and Partnership Grants (QCC). Through this partnership, First 5 Riverside County will support and manage the data system for reporting on QSRC-related activities, develop communication materials for stakeholder engagement, and maintain contracted consulting services to develop a QSRC strategic and sustainability plan.

March 10, 2021 (Action Item 21-09): Riverside County Children & Families Commission approved the acceptance of revenue funds to support the provision of coaching services for Quality Start Riverside County.

RECOMMENDED ACTION

That the Commission:

1. Approve Agreement No. C1008765 with Riverside County Office of Education for an amount not to exceed \$250,000 in revenue for July 1, 2022 through June 30, 2023, in substantially the same form as the draft Agreement No. C1008765 attached hereto, and authorize the Executive Director to sign the revenue agreement 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 Agreement No. C1008765 on behalf of the Commission, including modifications of the statement of work that stay within the intent of said contract without requiring further action from the Commission and execute the necessary documents, and budget adjustments.

BUDGET IMPACT

Authorize budget adjustment with Auditor Controller's Office to recognize additional revenue not previously included in the FY 22/23 budget. Program Revenue: \$250,000 (938001-25800-781480-92950).

STRATEGIC PLAN RELEVANCE

Priority Area 1: Children and Families

Goal 1.2 Child Health: Children prenatal through age 5 and their families access the full spectrum of health and behavioral health services needed to enhance their well-being.

Objective 1.2.b Families have access to comprehensive health care services

POTENTIAL CONFLICTS OF INTEREST

None

ATTACHMENTS

1. Agreement No. #C1008765 with RCOE for QSRC Support Services

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, CA 92501

**AGREEMENT FOR COACHING ASSESSMENT AND SYSTEM DEVELOPMENT SUPPORT
Early Care and Education**

This Agreement is entered into by and between, **Riverside County Superintendent of Schools**, hereinafter referred to as “SUPERINTENDENT,” and **Riverside County Children and Families Commission**, hereinafter referred to as “CONTRACTOR”, each being a “Party” and collectively the “Parties”.

AGREEMENTS

1. **TERM:** The term of this Agreement shall be from **July 1, 2022** to **June 30, 2023**.
2. **SERVICES:** CONTRACTOR shall perform and provide the following **services**, including, but not limited to:
 - A. CONTRACTOR shall provide Quality Start Riverside County (QSRC) collaborative support as follows:
 1. Provide and manage data systems contract, related fees, maintenance, and support for iPinwheel/HUBBE and facilitate data imports/exports to create single source data reporting for QSRC-related activities.
 2. In collaboration with SUPERINTENDENT, identify and develop QSRC communication materials related to provider, family, and stakeholder engagement (analytical reports, infographics, videos, printed materials, social media materials, etc.).
 3. Maintain contracted services with Kenyon Consulting to support the development of a three-year QSRC strategic and sustainability plan, participant engagement and incentive structures, program data points and success indicators inclusive of summative and analytical reports, electronic communication materials related to QSRC website and data dashboard, and other QSRC implementation needs as agreed upon by the CONTRACTOR and SUPERINTENDENT.
3. **PAYMENT:**
 1. For and in consideration of the services rendered, SUPERINTENDENT agrees to pay CONTRACTOR as follows:
 1. All-inclusive fee in the amount of **\$250,000.00**
 2. In no event shall the total payment(s) made under this Agreement exceed the sum of **\$250,000.00** without a written authorization from SUPERINTENDENT.
 3. In the event CONTRACTOR receives payment for services under this Agreement which is later disallowed by SUPERINTENDENT due to CONTRACTOR’S nonconformance with the terms and conditions herein, CONTRACTOR shall promptly upon request refund the disallowed amount to SUPERINTENDENT or, at its option, SUPERINTENDENT may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under any agreement it has with SUPERINTENDENT.

4. **INVOICES:** CONTRACTOR shall submit invoices to Riverside County Superintendent of Schools, attention: **Accounts Payable**, P.O. Box 868, Riverside, California 92502 or via email to accountspayable@rcoe.us.
5. **SKILLS AND EXPERIENCE:** CONTRACTOR hereby represents and warrants that it has the skills, experience and knowledge necessary to perform in a competent and timely manner the services to be performed under this Agreement, and CONTRACTOR acknowledges that SUPERINTENDENT shall rely on such representations by CONTRACTOR. Acceptance by SUPERINTENDENT of the services performed under this Agreement shall not operate as a release of CONTRACTOR from responsibility for such services. To the extent CONTRACTOR assigns the performance of the services to any of its employees, each employee shall, as applicable, hold the proper credentials authorizing him or her to perform such service.
6. **INDEPENDENT CONTRACTOR:** With respect to the services to be performed pursuant to this Agreement, CONTRACTOR is acting as an independent contractor and not as an agent or employee of SUPERINTENDENT. Any and all personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all the wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. With respect to the performance of its obligations hereunder, CONTRACTOR is subject to the control or direction of SUPERINTENDENT merely as to the results to be accomplished and not as the means and methods for accomplishing such results. If CONTRACTOR is an entity that does not have a permanent place of business in California or is an individual who does not reside in California, and unless an exception applies, all payments from SUPERINTENDENT to CONTRACTOR pursuant to this Agreement shall be subject to withholding in accordance with Section 18662 of the California Revenue and Taxation Code and/or other applicable law.
7. **SUBCONTRACT:** CONTRACTOR shall not subcontract the performance of any of the work or services to be performed pursuant to this Agreement without the prior written approval of SUPERINTENDENT. The foregoing shall not be deemed or constructed to require SUPERINTENDENT approval of: (i) agreements of employment between CONTRACTOR and its employees; or (ii) of subcontracts with Parties named in the proposal by CONTRACTOR that resulted in this Agreement.
8. **NON-DISCRIMINATION:** CONTRACTOR shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. CONTRACTOR shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.
9. **INSURANCE:** At all times during the performance of this Agreement, CONTRACTOR shall maintain in force such insurance policies as provide the coverage required by this Agreement. **All insurance policies required by this Agreement shall name, or be endorsed to name, the Riverside County Superintendent of Schools as additional insured for the purpose of this Agreement.** The Commercial

Liability Policy and the Automobile Policy described below must include a waiver by the insurers of any and all subrogation rights against SUPERINTENDENT. In all cases, CONTRACTOR'S insurance shall be primary, and any insurance providing coverage for SUPERINTENDENT, the Riverside County Board of Education, and/or their respective officers, employees and/or agents shall be secondary and non-contributing. Prior to commencing the services required pursuant to this Agreement, CONTRACTOR must provide to SUPERINTENDENT such certificates issued by CONTRACTOR'S insurer(s) as evidence that the insurance policies required by this Agreement are in full force and effect, and CONTRACTOR must provide an updated certificate of insurance to SUPERINTENDENT following each renewal and/or update of such policies. Within fifteen days of any request by SUPERINTENDENT, CONTRACTOR must provide to SUPERINTENDENT a certified copy of any one or more such insurance policies. CONTRACTOR shall have in effect any and all insurance as may be required by applicable law. However, notwithstanding anything to the contrary, CONTRACTOR shall, for purposes of the Agreement, have in effect the following minimum levels of insurance coverage:

1. **Commercial General Liability:** \$1,000,000 combined single limit, on account of bodily injuries, including death resulting therefrom and property damage resulting from any accident which may arise in the operations of CONTRACTOR in the performance of the work herein provided.
2. **Automobile Insurance:** Equal to state minimum requirements shall be obtained for each vehicle(s) used in the performance of the Agreement covering any personal or property damage which may arise in or out of the Agreement obligation.
3. **Workers' Compensation Insurance:** If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Workers' Compensation Insurance as prescribed by the laws of the State of California.

10. **TERMINATION:**

1. Either Party may terminate this Agreement, in whole or in part, without cause by giving written notice to the other Party, stating the extent and effective date of termination. If said notice of termination fails to mention an effective date of termination, the termination shall be presumed to take effect on the 31st day after the date of the notice of termination. Upon any termination pursuant to this Paragraph A taking effect, CONTRACTOR shall cease all work and services to the extent specified in the termination notice, and SUPERINTENDENT shall pay CONTRACTOR, in accordance with this Agreement, for all work and services performed prior to termination.
2. CONTRACTOR shall be in default of its obligations pursuant to this Agreement if CONTRACTOR refuses or fails to comply, or to timely comply, with any one or more of the provisions of this Agreement. In any such event, SUPERINTENDENT in its sole discretion may provide written notice to CONTRACTOR setting forth the nature of the default, the actions that CONTRACTOR must take (if there are any or any are known) in order to cure the default, and the deadline by which CONTRACTOR must cure the default. If CONTRACTOR does not cure a default within the time specific in an applicable notice of default, SUPERINTENDENT may terminate this Agreement, in whole or part, by giving written notice of termination to CONTRACTOR, and the termination shall take place effective immediately upon receipt of such a notice by CONTRACTOR. In the event of any termination pursuant to this Paragraph B, SUPERINTENDENT may cause the terminated portion of the work to be completed in any manner SUPERINTENDENT deems proper. In the event of any default by CONTRACTOR or termination by SUPERINTENDENT pursuant to this Paragraph B, neither Party's remedies shall be limited. Notwithstanding anything to the contrary, in connection with any default by CONTRACTOR, SUPERINTENDENT in its sole discretion may, by providing written notice to CONTRACTOR:

1. Discontinue reimbursement to CONTRACTOR for, and during the period in which CONTRACTOR is in default, the reimbursement of which CONTRACTOR shall not be entitled to recover later; and/or
 2. Withholding funds pending a cure for the default; and/or
 3. Offset against any monies billed by CONTRACTOR but yet unpaid by SUPERINTENDENT.
11. **WAIVER:** Absent an applicable waiver, no failure by a Party to require compliance by the other Party with any provision or requirement of this Agreement shall be deemed or construed to preclude subsequent enforcement of that or any other provision or requirement of this Agreement. Each waiver of any provision, requirement, or breach of this Agreement must be in writing and signed by the waiving Party. Oral waivers shall not be binding or enforceable. Except as expressly provided in the waiver, a waiver of any provision, requirement, or breach shall not be construed as: (i) a waiver of any other provision, requirement, or breach; or (ii) as a continuing waiver.
12. **FORCE MAJEURE:**
1. In the event CONTRACTOR is unable to comply with any provisions of this Agreement due to causes beyond its control such as acts of God, acts of war, civil disorders, and other similar acts, CONTRACTOR shall not be held liable to SUPERINTENDENT for such failure to comply.
 2. In the event SUPERINTENDENT is unable to comply with any provisions of this Agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, SUPERINTENDENT shall not be held liable to CONTRACTOR for such failure to comply.
13. **INDEMNIFICATION:** CONTRACTOR shall save, defend, and hold harmless and indemnify SUPERINTENDENT, the Riverside County Board of Education, and their respective officers, employees and agents, and each of them, with respect to any and all claims, demands, actions, damages, judgements, costs, expenses, (including, without limitation, attorneys' fees), and other liabilities of whatever kind and nature that arise from the negligence, recklessness or willful misconduct of any person in performing work or services pursuant to this Agreement on behalf of CONTRACTOR, including, without limitation, liabilities attributable to the injury (including death) of any person and/or to the loss or damage of any property. With respect to each act or incident that occurs while this Agreement is in effect, CONTRACTOR'S obligations pursuant to this section shall survive termination of this Agreement.
14. **ASSIGNMENT:** CONTRACTOR shall not assign this Agreement or any of its rights or obligations under this Agreement without prior written consent of SUPERINTENDENT, which consent SUPERINTENDENT may grant, condition or deny at its sole discretion. Any assignment by CONTRACTOR without prior written consent of SUPERINTENDENT shall be void and of no force or effect.
15. **LICENSES/PERMITS:** CONTRACTOR and, as applicable, each of its employees or agents shall secure and maintain in force at all times while this Agreement is in effect such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services to be provided pursuant to this Agreement.
1. Attention is directed to the provisions of Business and Professions Code, Division 3, which relates to, among other things, the licensing of certain vocations and professions. CONTRACTOR and, as applicable, the individuals performing the services required by this Agreement must be licensed, if required, in accordance with the Business and Professions Code and other laws of the State of California.

2. CONTRACTOR hereby represents that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and CONTRACTOR warrants that it shall maintain such licenses and permits throughout the term of this Agreement.
16. **CONFLICT OF INTEREST:** CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by CONTRACTOR.
17. **DISPUTES:** Except as otherwise provided in this Agreement, when any dispute concerning a question of fact arises under this Agreement, the Parties hereto will use their reasonable best efforts to resolve any dispute hereunder through good faith negotiations. As a condition precedent to the filing of any action arising from dispute between the Parties hereto, the Parties shall be obligated to attend and participate in a mediation session with a third-party mediator in an attempt to resolve the dispute.
18. **GOVERNING LAW; VENUE; AND SEVERABILITY:** This Agreement shall be governed by and enforced in accordance with the laws of the State of California, notwithstanding any conflict-of-laws, choice-of-laws, or similar provision set forth in any state or federal law. Each action arising from this Agreement shall be filed and conducted only in an applicable state or federal court located in the County of Riverside, California, and the Parties hereto waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing Parties shall be entitled to attorneys' fees in addition to whatever other relief is granted.
19. **COMPLIANCE WITH LAWS AND DIRECTIVES:** Without limiting anything else in this Agreement, CONTRACTOR must perform the services required by this Agreement in compliance with all applicable federal, state and local laws, regulations, ordinances and other governmental requirements. CONTRACTOR shall be responsible for ensuring that each of its employees, agents, and other representatives who enter in and upon any of SUPERINTENDENT'S properties fully comply with: (i) all rules, policies or other requirements of SUPERINTENDENT applicable to presence on its property (including, but not limited to, policies prohibiting the use of drugs, alcohol, and tobacco); and (ii) reasonable directives from SUPERINTENDENT'S representatives.
20. **DUE AUTHORITY:** Each person that has signed this Agreement on behalf of a Party hereby represents that he or she has been duly authorized by that Party to sign, and thereby bind that Party to this Agreement.
21. **ENTIRE AGREEMENT:** This Agreement, including any attachments, exhibits, or documents incorporated herein, constitutes the entire understanding and agreement between Parties hereto with respect to the subject matter hereof and no prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.
22. **AMENDMENTS:** This Agreement may only be amended in writing by the mutual consent of the Parties hereto, except that SUPERINTENDENT may amend this Agreement to accomplish the below-listed changes:

1. Increases in dollar amounts.
2. Administrative changes that do not affect the contractual rights of the Parties.
3. Changes as required by law.

23. **NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below. Each notice shall be deemed to have been given or served only upon actual receipt by the addressee, and notices may be delivered by one of the following methods: (i) registered or certified United States Mail, postage prepaid by sender and return receipt requested; (ii) FedEx, U.P.S. or other reliable private delivery service, delivery charge paid by sender and signature on delivery receipt required; or (iii) personal delivery, delivery charge paid by sender and signature on delivery receipt required.

SUPERINTENDENT:
Riverside County Office of Education
Contracts and Purchasing Services
3939 Thirteenth Street
Riverside, CA 92501-0868

CONTRACTOR:
Riverside County Children and Families
Commission
585 Technology Court, Suite A
Riverside, CA 92507

24. **RECORDS:** CONTRACTOR must create or otherwise prepare and maintain, in accordance with generally accepted accounting principles, all financial and other records relating to this Agreement and the services performed or to be performed pursuant to this Agreement as are necessary, appropriate, or required by law (“CONTRACTOR Records”). CONTRACTOR Records must be maintained in a logical and consistent manner to facilitate filing and retrieval of documents in particular categories of information. CONTRACTOR Records must include, without limitation, records relating to payments made by SUPERINTENDENT to CONTRACTOR. CONTRACTOR shall at all reasonable times give SUPERINTENDENT, Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the services provided or to be provided by CONTRACTOR pursuant to this Agreement.

25. **DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:** Each person who has signed this Agreement on behalf of CONTRACTOR shall be deemed and construed to have thereby certified, to the best of his or her knowledge and belief, that CONTRACTOR and its principals:

- A. presently are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transaction by any federal department or agency;
- B. within the three-year period preceding the Parties entering into this Agreement have not been convicted or had a civil judgement rendered against them for (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, (ii) violation of federal or state antitrust statutes, or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. presently are not indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offences described in paragraph B of this section; and
- D. within the three-year period preceding the Parties entering into this Agreement have not had one or more public transactions (federal, state or local) terminated for cause or default.

26. **ANTI-LOBBYING:** If the amount payable to CONTRACTOR pursuant to this Agreement will or may be in excess of \$100,000, then, each person who has signed this Agreement on behalf of CONTRACTOR shall be deemed and construed to have thereby certified that CONTRACTOR will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or

employee or any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant, or any other award covered by the Byrd-Anti-Lobbying Amendment (31 U.S.C. 1352). CONTRACTOR shall disclose in writing to SUPERINTENDENT any lobbying with non-federal funds, by or on behalf of CONTRACTOR that takes place in connection with obtaining or attempting to obtain any federal award.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as evidenced by the signatures below of their respective duly-authorized representatives.

Riverside County Superintendent of Schools

**Riverside County Children and Families
Commission**

Signed _____
Authorized Signature

Signed _____
Authorized Signature

JoAnne Lauer, Assistant Superintendent
Division of Early Learning Services

Printed Name and Title

Tammi Graham, Executive Director

Printed Name and Title

Date _____

Date _____

7. **22-32:** Approve Contract with Kenyon Consulting, LLC for Consulting Services from October 1, 2022 - June 30, 2023 (**CONTRACT NO. CF23100**) [TOTAL: \$295,000 - PROP 10 FUNDS - \$95,000 AND RIVERSIDE COUNTY OFFICE OF EDUCATION REVENUE FUNDS \$200,000]

144





AGENDA ITEM: 22-32
DATE OF MEETING: September 14, 2022
ACTION:
INFORMATION:

**APPROVE CONTRACT WITH KENYON CONSULTING, LLC
FOR CONSULTING SERVICES FROM OCTOBER 1, 2022 – JUNE 30, 2023
(CONTRACT NO. CF23100) [TOTAL: \$295,000 WITH PROP 10 FUNDS – \$95,000 AND
RIVERSIDE COUNTY OFFICE OF EDUCATION REVENUE FUNDS – \$200,000]**

SUMMARY OF REQUEST

Approve Contract No. CF23100 with Kenyon Consulting, LLC for an amount not to exceed \$295,000.00, effective October 1, 2022 – June 20, 2023, for consulting services supporting strategic planning of the Quality Rating Improvement System (QRIS) and to sustain Quality Start Riverside County (QSRC). Funds to support this work will be split between revenue received from Riverside County Office of Education and Proposition 10.

BACKGROUND

As Quality Start Riverside County embarks on the transition to the next phase in raising quality, coupled with navigating recovery efforts from the effects of COVID on the early learning sector, consultation support from Kenyon Consulting brings a breath of knowledge and experience in the early learning sector and education field to inform a responsive recovery framework to build a more sustainable early learning sector in Riverside County.

KENYON CONSULTING TEAM

The team for Kenyon Consulting is in a unique position to guide planning activities and primed to support the early care quality improvement system in Riverside County and guide the framework for data collection to embed a roadmap to recovery and sustainability for early learning investments. Kenyon Consulting holds collective expertise in early childhood research, policy, and systems change, including applied developmental psychology, educational justice, as well as design, implementation, evaluation, and fund development for early childhood programs. Additional biographical information is noted in Attachment 2.

RECOMMENDED ACTION

That the Commission:

1. Approve Contract No. CF23100 with Kenyon Consulting, LLC for an amount not to exceed \$295,000, effective October 1, 2022 – June 30, 2023, for consultation services in substantially the same form as the draft Contract No. CF23100 attached hereto, and authorize the Executive Director to sign the contract on behalf of the Commission, subject to County Counsel approval as to form; and
2. Authorize the Executive Director, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of Contract No. CF23100, including optional annual renewals for FY23/24, on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation exists in the FY 22/23 budget for Proposition 10 (938001-25800-92950-525440) with reimbursement from Riverside County Office of Education (938001-25800-92950-781480).

STRATEGIC PLAN RELEVANCE

Goal 1: Quality Early Learning (92950)

POTENTIAL CONFLICTS OF INTEREST

None known

ATTACHMENTS

1. Contract No. CF23100 – Kenyon Consulting LLC FY22-23
2. Kenyon Consulting Team Biography

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. CF23100

Riverside County Children and Families Commission and
Kenyon Consulting, 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 and Kenyon Consulting, LLC (“CONTRACTOR”). The parties hereto mutually agree as provided herein, including Exhibits “A and B” attached hereto and incorporated herein by reference.

1. **PROJECT**: CONTRACTOR shall perform services for the RCCFC as stated in Exhibits A and B, and incorporated into this contract. CONTRACTOR shall perform these services in a complete, skillful and professional manner. CONTRACTOR shall not provide any services which shall cause RCCFC to incur additional costs beyond those stated in this Contract without the proper advance written consent of RCCFC.
2. **TIME FOR PERFORMANCE**: The project shall begin on **October 1, 2022** and shall be completed on or before **June 30, 2023**, or at such other time as is mutually agreed upon in writing by RCCFC and CONTRACTOR as provided herein.
3. **COMPENSATION**: The total amount of compensation to be paid to CONTRACTOR for the services to be provided pursuant to this contract (including any and all costs incurred by CONTRACTOR) shall not exceed **Two Hundred Ninety-Five Thousand Dollars (\$295,000.00)** for this contract.
4. **TERMINATION**: This contract may be terminated by CONTRACTOR or RCCFC, for no cause, with a thirty (30) days written notice to the other party, as provided herein. In addition, it is mutually agreed and understood that the obligation of RCCFC is limited and contingent upon the availability of Proposition 10 funds for payment to CONTRACTOR; and that this contract may be immediately terminated by RCCFC if funds are no longer available. In the event RCCFC abandons or postpones the project, or terminates the project for lack of funds, then RCCFC shall make payment for all services provided by CONTRACTOR to the date of written notice of termination.
5. **LICENSES: COMPLIANCE WITH LAWS**: CONTRACTOR, including its employees and agents, shall maintain all licenses required by law or regulation while performing services under this contract. CONTRACTOR shall at all times comply with all laws and regulations applicable to the services provided pursuant to this contract.
6. **CONFIDENTIALITY**: CONTRACTOR shall maintain the confidentiality of information, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any individual person and which shall be used only for carrying out the obligation of CONTRACTOR under this contract. CONTRACTOR shall not disclose any information, except as specifically permitted by this contract. CONTRACTOR shall observe all Federal, State, County and RCCFC regulations concerning confidentiality of records.
7. **CONFLICT OF INTEREST**: The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

8. **WORK PRODUCT**: All reports, preliminary findings or data assembled or compiled by CONTRACTOR under this Agreement shall become the property of RCCFC. RCCFC reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without the prior, written authorization from the RCCFC.
9. **ADMINISTRATION**: The Executive Director of RCCFC (or designee) shall administer this contract on behalf of RCCFC.
10. **RECORDS AND REPORTS**: Contractor shall maintain accurate and complete financial and performance records for a minimum of two (2) years from the date of final payment under this contract, or until any relative County, State, and/or Federal audits of which Contractor is made aware of are completed, whichever is later, and shall maintain such records locally, to be made available for inspection by Contractor upon reasonable request.
11. **INSURANCE**: Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Contract. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives.
 - A. **Workers' Compensation**:
If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.
 - B. **Commercial General Liability**:
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$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.
 - C. **Vehicle Liability**:
If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as an Additional Insured.

D. General Insurance Provisions - All lines:

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

- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
 - 7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
 - 8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.
12. **INDEPENDENT CONTRACTOR**: CONTRACTOR and its employees and agents shall act at all times in an independent capacity with regard to performance of services rendered pursuant to this contract; and CONTRACTOR shall not act as, shall not be, and shall not in any manner be construed to be, agents, officers or employees of RCCFC and/or of the County of Riverside. There shall be no employer-employee relationship between RCCFC and CONTRACTOR, or between the County of Riverside and CONTRACTOR; and CONTRACTOR and its employees and agents shall not be entitled to any benefits payable to the RCCFC employees. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR's behalf and for CONTRACTOR's employees, including but not limited to all federal and state income taxes and withholdings. RCCFC shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify RCCFC, and/or County of Riverside against any and all claims that may be made against RCCFC, and/or County of Riverside based upon any contention by a third party that an employer-employee relationship exists by reason of this contract; and CONTRACTOR shall indemnify RCCFC for any and all federal or state withholding or retirement payments which RCCFC may be required to make pursuant to federal or state law.
13. **INDEMNIFICATION AND HOLD HARMLESS**: CONTRACTOR shall indemnify and hold harmless RCCFC, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees" or "COUNTY") from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

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

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

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

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

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

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

CONTRACTOR
Kenyon Consulting, LLC
Katie Fallin Kenyon
1509 Scenic Drive
Pasadena, CA 91103

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

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

16. **GOVERNING LAW AND VENUE**: This contract is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted. The provisions of the Government Claims Act (Government Code section 900, et seq.) must be followed first for any disputes under this contract.
17. **ASSIGNMENT**: Neither this contract nor any part thereof shall be assigned by CONTRACTOR without the prior written consent of RCCFC.
18. **WAIVER**: Any waiver by RCCFC of any one or more of the terms of this contract shall not be construed to be a waiver of any subsequent breach of the same or of any other term of this contract.
19. **ALTERATION AND/OR AMENDMENT**: No alteration or variation in the terms of this contract shall be valid unless made in writing and signed by both parties; and no oral understanding or agreement not incorporated herein by specific reference shall be binding on the parties. The terms contained in this contract shall represent the entire contract between the parties with respect to the services to be provided by CONTRACTOR.
20. **SEVERABILITY**: In the event any provision in this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
21. **DISALLOWANCE**: In the event CONTRACTOR receives payment for services under this contract which are later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to RCCFC upon written request. RCCFC retains the option to offset the amount disallowed from any payment due to CONTRACTOR under this contract, or under any other contract or agreement between CONTRACTOR and RCCFC.
22. **CERTIFICATION OF AUTHORITY TO EXECUTE CONTRACT**: CONTRACTOR certifies that the individual signing below has authority to execute this contract on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this contract, including Exhibits A and B.

[Signature page to follow.]

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

CONTRACTOR

Riverside County Children and Families
Commission

By: _____
Katie Fallin Kenyon

By: _____
Tammi Graham, Executive Director

Date: _____

Date: _____

Attest:

By: _____
Lynn M. Stephens, Commission Coordinator

Date: _____

Approved to Form Signature:

By: _____
Ronak Patel, Chief Deputy County Counsel

Date: _____

EXHIBIT A

SCOPE OF SERVICE
 Kenyon Consulting, LLC

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 “Exhibit” attached hereto and incorporated herein by reference.

Agency Name: **Kenyon Consulting, LLC**
 Project Name: **ECE Consultation Services**
 Project Term: **October 1, 2022 – June 30, 2023**

1. Funding Transition Support: Work with RCOE/F5RC on plans to sustain Early Learning investments.

Activities	Deliverables
1. Analyze quality incentive data by agency to assess distribution of funds across the system 2. Work with RCOE/F5RC staff to define and formalize continued quality supports and incentives for ECE providers and develop plan to communicate with QSRC participants	<ul style="list-style-type: none"> ● Report cards on each agency regarding tier incentive funding (November 2022) ● Recommendations for tier incentive transition to support equitable distribution of funding (November 2022) ● Document outlining agreed upon Quality Start supports and incentives (November 2022) ● Timeline and key messages for funding sunset and transition supports (Dec/Jan)

2. County ECE System Planning: Create a unified, comprehensive, and strategic roadmap for building, implementing, and financing an integrated Early Learning and Care system in Riverside County.

Activities	Deliverables
1. Review current F5RC strategic plan, RCOE plans, and Quality Start strategic plans 2. Conduct interviews/meetings with system leaders/stakeholders 3. Engage Workforce Pathways, LPC and Higher ED to establish a plan to attract and strengthen pathways into the ECE field 4. Identify critical partners (including other consultants) currently engaged and to be added to the planning process 5. Gather input from community stakeholders, providers, and QS Consortium members	<ul style="list-style-type: none"> ● Asset & gap analysis of existing Strategic Plans. What quality supports exist for the different types of providers, how is the system supporting quality across the system (no wrong door approach) -(February 2022) ● System level funding analysis - map of current and projected funding streams as well as identifying gaps and opportunities for future funding (March 2023) ● Updated/Revised Quality Start strategic plan with a focus on workforce recruitment and retention (June 2023)

3. Data Analysis and Data Development Plan: Work with RCOE/F5RC and local partners to understand data needs, analyze current data systems being used, and explore/recommend opportunities to streamline, connect and coordinate data collection, analysis and reporting to support system monitoring and planning across ECE system partners.

Activities	Deliverables
<ol style="list-style-type: none"> 1. Articulate vision, goals, and requirements for single, countywide, integrated ECE data system that will enable systems to support and monitor providers regardless of where they enter the system. 2. Assess and map current data systems and conduct gap analysis 3. Research examples of integrated ECE data systems in CA (e.g., SDCOE) 4. Work with RCOE/F5RC to develop a systems integration plan and the requirements needed to develop a robust, integrated data system 	<ul style="list-style-type: none"> ● Crosswalk of current data systems (data elements captured, from what providers, at what frequency) (December 2022) ● What data elements are a priority, when are they needed, what is feasible (December 2022) ● Data systems integration plan and system requirements (May 2023) ● RFQ/requirements for contractor to develop robust, integrated data system (June 2023)

4. Project management, coordination, and communication: Facilitate ongoing meetings between RCOE/F5R staff, executive team, IC team and relevant partners/consultants to move the work outlined above forward.

Activities	Deliverables
<ol style="list-style-type: none"> 1. Biweekly meetings with RCOE/F5RC staff 2. Quarterly meetings with Executive team 3. Facilitate regular meetings with IC team 4. Coordinate with other relevant stakeholders and consultants, as needed. 5. 3 full day staff retreats 	<ul style="list-style-type: none"> ● Meeting agendas and meeting notes ● Follow up action items as needed ● Products to support programmatic and administrative functions

5. Reporting and Analysis Support: Support RCOE/F5RC to report on progress and provide updates to the Commission, Superintendent, Quality Start CA and other key stakeholders.

Activities	Deliverables
<ol style="list-style-type: none"> 1. Conduct research on ECE funding and legislation 2. Analyze RCOE and F5RC data 	<ul style="list-style-type: none"> ● Create briefs, reports, pamphlets related to RCOE/F5RC goals and funding activities

EXHIBIT B BUDGET & PAYMENT PROVISIONS

BUDGET

CONTRACTOR shall be compensated for services rendered pursuant to this contract as follows. Total payments shall not exceed **TWO HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$295,000.00)** for this contract.

1. Funding Transition Support	\$40,000
2. County ECE Systems Planning	\$100,000
3. Data Development Plan	\$80,000
4. Project management, coordination, and communication	\$45,000
5. Reporting and analysis	\$30,000
TOTAL:	\$295,000

PAYMENT PROVISIONS

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

1. Payment shall be made in accordance with satisfactory completion of the activities and deliverables noted in the scope of work and upon receipt of an acceptable invoice to include:
 - a. Contractor's name, address, contract number, an assigned invoice number, supporting documentation (if applicable), and payment amount due.
2. CONTRACTOR shall submit invoices to:

Riverside County Children and Families Commission
Contracts & Grants
585 Technology Court
Riverside, CA 92507
or via email to: rccfc-accountspayable@rivco.org

Kenyon Consulting – Team Biographies

With support from Katie Fallin Kenyon, Chrystina Smith-Rasshan, and Dawn Kurtz, the team brings a collective expertise in early childhood research, policy, and systems change.

Ms. Kenyon previously worked for nearly 18 years at First 5 LA as the Director of Early Care and Education and Assistant Director of Research and Evaluation. She holds a Ph.D. in Applied Developmental Psychology from The Claremont Graduate University.

Ms. Smith-Rasshan holds a doctorate degree in Leadership for Educational Justice from the University of Redlands and has more than 20 years of experience working across the educational spectrum P-16 and has worked with First 5 Commissions and their partners across California since 2014.

Ms. Kurtz is a developmental psychologist and passionate child advocate. She has extensive experience providing executive leadership for staff who design, implement, evaluate, and seek funding for early childhood programs. She holds a Ph.D. in Developmental Psychology from the University of Southern California.

F. Presentations/Action Items – Deborah Clark-Crews, Chair

1. Adopt the Amendment to the Conflict of Interest Policy of First 5 Riverside County Children and Families Commission and Public Hearing - Ronak Patel, Chief County Counsel

a. **Public Hearing:** Conflict of Interest Policy of First 5 Riverside County Children and Families Commission - Deborah Clark-Crews, Chair

b. **22-33:** Adopt the Amendment to the Conflict of Interest Policy of First 5 Riverside County Children and Families Commission **158**





AGENDA ITEM: 22:33
DATE OF MEETING: September 14, 2022
ACTION:
INFORMATION:

**ADOPT AMENDMENT TO THE CONFLICT OF INTEREST POLICY
OF FIRST 5 RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION**

SUMMARY OF REQUEST

Commission approval for the amendment to the policy language regarding Designated Officials and Appendix.

BACKGROUND

Based upon an environmental scan and changes in the organizational structure, the conflict of interest policy may on occasion require revisions. Upon County Counsel's review of current policy and disclosure categories recommendations are noted below.

- 1) First 5 Riverside be updated to First 5 Riverside County due to rebranding approved by the Commission in July 2021, and
- 2) add Family Resource Center Advisory Boards and the classification of Fiscal Manager to the Policy and Appendix as designated filers.

May 11, 2022: Commission Coordinator received a request to submit the 2022 Local Agency Biennial Notice and amendments to First 5 Conflict of Interest Code.

October 20, 2016: Riverside County Children & Families Commission adopted the revised Conflict of Interest Policy in Resolution 20-16.

May 11, 2011: Conflict of Interest Policy adopted by the Commission in Resolution item 11-11.

RECOMMENDED ACTION

That the Commission:

- 1) Adopt the Conflict of Interest Policy as submitted after a public hearing on the document (required by Sections 130140 and 130151 of the Health and Safety Code); and
- 2) Authorize the Executive Director or designee to execute any documents and action to effectuate this action.

BUDGET IMPACT

None

POTENTIAL CONFLICTS OF INTEREST

None

ATTACHMENTS

1. Revised Conflict of Interest Policy
2. Disclosure Categories
3. Appendix

**FIRST 5 RIVERSIDE COUNTY POLICY:
CONFLICT OF INTEREST**



Date: May 18, 2022

Version: 3

SUBJECT: Conflict of Interest

Part I. PURPOSE:

To facilitate compliance with Health and Safety Code §130140(d)(4)(A) requiring the county commission to adopt, in a public hearing, conflict of interest policies that are consistent with state and local law.

Part II. STATEMENT OF POLICY

It is the policy of the Commission and staff to take all reasonable steps to avoid actual conflicts of interest, as well as the appearance of conflicts of interests. The Commission and staff will comply with all State and local laws regarding conflicts of interest for public agencies.

Part III. CONFLICT OF INTEREST CODE AND FILINGS

The Riverside County Children and Families Commission has adopted a conflict of interest code, consisting of the following documents:

1. The standard conflict of interest code of the Fair Political Practices Commission (FPPC), found at Title 2, CCR, section 18730, as may be amended from time to time.
2. The Appendix of Disclosure Categories, which uses the same categories found in the Conflict of Interest Code for Riverside County.
3. The Appendix of Designated Officials and Employees and Disclosure Category Requirements, including members of the Commission, Advisory Committee, Family Resource Center Advisory Boards, Executive Director, Deputy Director and pertinent Staff as identified in the Appendix

This includes Form 700 filing, in which all individuals listed as designated officials and employees on the Appendix to the Conflict of Interest Code shall file Form 700 of the FPPC when assuming office or

being employed by the County, annually thereafter, and when leaving office as required by regulation.

Consultants to the Commission are also listed on the Appendix to the Conflict of Interest code. If the consultant's scopes of duties are limited and do not pose a conflict, the Executive Director may determine that filing of the Form 700 is not required.

The Commission shall continue to have a conflict of interest code in effect at all times.

Part IV. DECLARATION OF CONFLICTS AT COMMISSION MEETINGS

- A. Every member of the Commission is obligated to declare a conflict of interest on any item that comes before the Commission for consideration if they have a financial interest as defined by applicable law. Generally, this translates to receipt of financial remuneration by the Commission member from the entity who is the subject matter of the item before the Commission. This can mean:
1. Salary from the entity received by the Commissioner, a member of their family or,
 2. In some instances, grants and/or gifts.
- B. Additionally, Commissioners are prohibited from participating in discussions or decision making on items where they may have participated in the formation of the request to the Commission. (i.e., when a department head, who is a Commissioner, has a matter before the Commission for approval with the department he or she directs). Commissioners must declare their conflicts for the record before the matter is discussed and may only participate in the discussion of these matters through recognition by the Chair.
- C. In instances where the declaration of conflicts results in an insufficient number of Commissioners remaining to constitute a quorum of the Commission, applicable law allows for the votes of Commissioners to be reactivated pursuant to the Rule of Necessity in the amount sufficient to satisfy the quorum. At these times, legal counsel determines how many votes are reactivated. Votes reactivated under this process are announced and those Commissioners may then vote. This process and the result are to be reflected in the meeting minutes.

The reactivation of the necessary votes does not guarantee passage or defeat of a particular item. It simply means that the Commission member may vote on the matter in the manner he or she chooses.

Part V. ELECTED OFFICIALS AND DONATIONS

Commission members who are elected officials have additional prohibition on their ability to participate in the discussion and decision-making process regarding entities and/or individuals who have contributed to their campaigns.

To ensure that the elected officials who are Commission members are not participating in discussion improperly, there is a standard notice on the agenda of the Commission meetings and on the form required to be completed by any member of the public wishing to address the Commission requiring disclosure of any contribution to any Commission member in an amount over \$250.00. The declaration of conflict under these circumstances must also be made by the Commissioner before the matter is considered for discussion and/or formal action by the Commission.

Part VI. ADDITIONAL CONSIDERATIONS FOR CONFLICT OF INTEREST CONCERNS

The Commission has adopted other policies and procedures related to conflict of interest concerns. These include the adoption of the Outside Employment Guidelines, and the policy on the Disqualification of Former Officers and Employees from Representation.

The Outside Employment Guidelines requires that approval be obtained for outside employment by Commission and staff so that no conflicts of interest are created by such activities. The policy of the Disqualification of Former Officers and Employees from Representation imposes a one (1) year waiting period after leaving the Commission, on former officers and employees from any activities where they would advocate for another entity before the Commission.

Without limiting the foregoing, it shall further be the policy of the Commission that prior to action on any items at any meeting of the Board of the Commission, the Secretary (or other person shall ask

Commissioners to declare any applicable conflicts of interest and any declared conflicts will be reflected in the minutes of the Board, and that Board members shall engage in periodic training regarding conflict of interest, within one year of assuming office and then two hours of training every two years thereafter.



CONFLICT OF INTEREST CODE
RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
(FIRST 5 RIVERSIDE COUNTY)

APPENDIX
DISCLOSURE CATEGORIES

The disclosure categories for designated officials and employees are as follows:

CATEGORY 1: All investments and business positions in, and sources of income (including gifts) from, and all business entities that do business or own real property in Riverside County, plan to do business or own real property in Riverside County within the next year or have done business or owned real property in Riverside County within the past two (2) years.

CATEGORY 2: All interest in real property which is located in whole or in part within, or not more than two (2) miles outside of the boundaries of Riverside County.

CATEGORY 3: All investments in, and sources of income (including gifts) from, business entities that are engaged in land development, construction of the acquisition or sale of real property in Riverside County, plan to engage in such activities in Riverside County within the next year or have engaged in such activities in Riverside County within the past two (2) years.

CATEGORY 4: All investments and business positions in, and sources of income (including gifts) from, business entities that are banking, savings and loan or other financial institutions.

CATEGORY 5: All investments and business positions in, and sources of income (including gifts) from, business entities that provide services, supplies, materials, machinery or equipment of a type purchased or leased by Riverside County, or the Riverside County Children and Families Commission, or Advisory Committee.

CATEGORY 6: All investments and business positions in, and sources of income (including gifts) from, business entities that provide services, supplies, materials, machinery or equipment of a type used or administered or proposed to be used or administered by the Riverside County Children and Families Commission or reviewed or commented upon by the designated member's Board, Commission, Committee or Council.

CATEGORY 7: All investments and business positions in, and sources of income (including gifts) from, business entities subject to the regulatory, permitting or licensing authority of the Riverside County Children and Families Commission, or Advisory Committee, or designated member's Board, Commission, Committee or Council which will be subject to such authority within the next year or have been subject to such authority within the past two (2) years.



CONFLICT OF INTEREST CODE
RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
(FIRST 5 RIVERSIDE COUNTY)

APPENDIX

AGENCY DESIGNATED OFFICIALS AND EMPLOYEES
AND DISCLOSURE CATEGORY REQUIREMENTS

<u>AGENCY OFFICIALS AND EMPLOYEES</u>	<u>DISCLOSURE CATEGORY</u>
Members of the Commission	1, 2, 3, 4, 5, 6, 7
Advisory Committee Members	1, 2, 3, 4, 5, 6, 7
Family Resource Center Advisory Board Members	1, 2, 3, 4, 5, 6, 7
Executive Director	1, 2, 3, 4, 5, 6, 7
Deputy Director	1, 2, 3, 4, 5, 6, 7
Consultants to the Riverside County Children and Families Commission*	1, 2, 3, 4, 5, 6, 7
Fiscal Manager	1, 2, 3, 4, 5, 6, 7

* The Executive Director may determine, in writing, that a particular consultant, though a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties, and based upon that description, a statement of the extent of disclosure requirements. The Executive Director’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

G. Future Agenda Items:

1. First 5 Riverside County Annual Report Presentation and Public Hearing
2. First 5 Riverside County Annual Audit Presentation and Public Hearing
3. First 5 Riverside County Chair and Vice Chair Election Process
4. Family Resource Centers Presentation

H. Adjournment: Adjournment to the next Regular Meeting of the Riverside County Children and Families Commission to be held on October 26, 2022 beginning at 2:00 p.m.at:

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.

