



**AGENDA**  
**PUBLIC NOTICE**  
Regular Meeting  
**Monday, July 17, 2023**  
**2:00 PM**  
First 5 Riverside County  
585 Technology Ct  
Riverside, California 92507

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

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

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

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

- A. Call to Order – Zachary Ginder, Commission Chair**
  - 1. Pledge of Allegiance
  - 2. Roll Call – Lynn Stephens, Executive Assistant IV
- B. Public Comments (for items not listed on the agenda) – Zachary Ginder, Chair**
- C. Consent Items – Zachary Ginder, Chair**
  - 1. Approve First 5 Riverside County Draft Commission Meeting Minutes – May 10, 2023 Session 2





**DRAFT MINUTES  
FIRST 5 RIVERSIDE COUNTY  
Regular Meeting  
Wednesday, May 10, 2023  
2:00 PM**

**Present:** Kimberly Britt, Jose Campos, Zachary Ginder, Edwin Gomez, Angelica Hurtado, Supervisor V. Manuel Perez, Elizabeth Romero

**Absent:** Stephanie Yost, and Kim Saruwatari

**Administrative Staff Present:** Tammi Graham, Executive Director; Yvonne Suarez, Assistant Director; Lynn Stephens, Executive Assistant IV; Carol Abella, Regional Manager; Jennifer Maresh, Regional Manager; Erica Williams, Administrative Services Manager I; Sean Pravica, Senior Public Information Specialist; Brenda Klopka, Office Assistant III; Victor Perez; Administrative Services Analyst

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

**A. Call to Order – Zachary Ginder, Commission Chair**

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

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

1. Gaby Padilla and Melanie Save – Rady Children's Hospital. Ms. Padilla shared a success story of a parent and child that participated in the RHAP program. She thanked the Commission for making RHAP program possible.  
Ms. Save highlighted the benefits and supports to children and families at Rady Children's Hospital through the HealthySteps program.
2. Cathryn VanDerlinden – So Cal Water Babies provided an update on the organization's drowning prevention services including a compelling success story of a two-year-old who survived what could've been a drowning incident. So Cal has hit the 800 mark of serving students and expanding in service areas (video testimonial available). Ms. VanDerlinden thanked the Commission for their partnership.

**C. Commission Business – Zachary Ginder, Chair**

1. Oath of Office for Commissioner, Angelica Hurtado – Supervisor V. Manuel Perez  
Chair provided an overview of Commissioner Hurtado's background. Angelica Hurtado has been appointed by Supervisor Gutierrez to serve on the Commission representing the Fifth District. Angelica Hurtado has been in bilingual education for over 25 years and has taught primarily in bilingual classrooms K-6. Angelica holds a BA in Liberal Studies from the University of California, Riverside, and a Master of Science in Educational Leadership from California Baptist University. Angelica is an Education Doctoral candidate in Organizational Change at California Baptist University.  
Commissioner Perez administered the oath of office.

2. Director's Report – Tammi Graham, Executive Director, and Yvonne Suarez, Assistant Director

Ms. Graham thanked the First 5 team and partner agencies for their efforts and collaboration in preparing for today's meeting. Because of staff vacancies, many staff assumed additional duties to support the action items before the Commission today.

Deputy Director

Ms. Graham introduced new Deputy Director, Ricardo Quezada. Ricardo Quezada joins First 5 as Deputy Director with over 25 years of business administration experience, most recently serving as the Assistant City Manager, Community Development Director for the City of Arvin. Throughout his career, Mr. Quezada developed strong relationships and implemented and led programs, policy, and community development initiatives. His primary responsibility will be with the Family Resource Centers and the Network.

Advocacy Day

Last month First 5 participated virtually in the First 5 Association Advocacy Day. Each year First 5's throughout the state meets with elected officials to advocate for children and families. This year the Riverside team included Ms. Graham, Lynn Stephens, Early Learning Manager Carol Abella, Sr. Public Information Specialist Sean Pravica, our early childhood development and mental health consultant, Kirstin Gist and we were joined by a representative from San Bernardino County James Moses who serves as the Child Care Resource Center Regional Director.

**Meeting with CA Assembly Member Dr. Cory Jackson:**

Assemblymember Jackson represents District 60, which includes parts of Riverside County Supervisorial Districts 1, 3, and 5.

Prior to his election to the Assembly, Dr. Jackson was involved in the economic recovery task force and the Children's Cabinet in Riverside County. We had the opportunity to discuss 23-24 budget priorities, First 5 declining revenue due to the flavor ban, and we heard about Assemblymember Jackson's proposed bill AB 657 which creates a tax on candy to support child mental health investments.

The team engaged in a more targeted discussion on the Early Care and Education's Priority Asks for the 2023-24 Budget.

Families, children, and early care and education providers will be further marginalized unless CA makes significant investments in our ECE system in the 2023-24 budget through the following:

Provide a 25% increase to current rates for immediate relief and adopt an alternative methodology using a cost estimation model and include a timeline for implementation for the actual cost of care based on program enrollment without charging families fees.

Allocate all 20,000 childcare spaces scheduled to be released in 2023-24. We know thousands of families need access to childcare today, and if the state allocates funds by October of 2023, there would not be a delay in enrolling new families. We will continue to meet with Assemblymember Jackson to support him in his new role and to gain support for First 5 priorities.

Today's agenda includes the request for the Commissions adoption of the 2023 Legislative Policy Agenda.

In addition to participating in Advocacy Day, F5RC submitted several support letters to the CA state legislature:

AB 596 Child Care Rate Reform and Suspension of Family Fees (Amended 4/17)

This legislation will transition child care providers to a single cost-based reimbursement rate, suspending family fees until an equitable sliding scale for family fees is established, and funding providers using an enrollment-based contract earning mechanism.

SB 380-Support: Early Learning Care: Rate Reform (Amended 3/20)

This legislation will transition childcare providers to a single cost-based reimbursement rate, suspending family fees until an equitable sliding scale for family fees is established, and funding providers using an enrollment-based contract earning mechanism.

Will require the California Department of Social Services to apply to the federal Health and Human Services agency to amend the State's current Child Care Development Fund state plan to change reimbursement rates to an alternative methodology, including a cost-based model that is consistent with the recommendations of the CDSS led Rate and Quality Workgroup report and the Joint Labor

Management Committee. This bill will also evaluate the cost of providing care by considering current statutory and regulatory requirements, staff salaries, training, supplies, ratios, enrollment levels, facilities, and family engagement.

Support SB 635

SB 635 will require tens of thousands of children access to early childhood developmental screenings and other appropriate developmental screenings. SB 635 will ensure that children ages 0-5 who need additional services after screening are referred for further assessment and intervention at no cost to the parent.

Additionally, SB 635 will:

- Provide the pathway for subsidized childcare programs and home visiting programs to screen children with Ages and Stages screenings.
- Set up a centralized billing point to draw down Federal Funding to pay childcare programs for providing screening services.
- Establish a process to ensure identified children are receiving needed intervention services in a timely manner.

April was Child Abuse Prevention Month

First 5 continues to sponsor RUHS Foundation's Pinwheels for Prevention at the \$20K Growing Compassion Level. Ms. Stephens and Chair Ginder represented the Commission at the Pinwheels for Prevention Recognition event. Chair Ginder spoke on behalf of F5.

Other Commissioner attended events include:

Loma Linda University Children's Hospital Foundation Gala sponsored by The Inland Empire Autism Assessment Center of Excellence. Chair Ginder and Ms. Stephens attended. And



Expanding our Hearts-Extending our Reach Gala-hosted by The Inland SoCal United Way-Commissioner Britt and Assistant Director, Suarez attended.

3. Commissioner Comments

Vice Chair Campos thanked F5 staff for all their work and collaboration over the years with F5 partner agencies.

Commissioner Romero thanked agencies for their public comments. As a new Commissioner it helps her put faces to names and understand programs.

**D. Presentations/Information – Zachary Ginder, Chair**

1. Help Me Grow Inland Empire Presentation – Megan Daly, MHA, Director – Dr. Marti Baum, Physician Lead: Design & Outreach (a copy of the presentation can be viewed at [www.rccfc.org](http://www.rccfc.org) and at the Commission Business Office)

Ms. Daly and Dr. Baum provided an overview of their presentation which was provided in the Commission packet. Help Me Grow Inland Empire is made possible by a joint investment from First 5 San Bernardino and First 5 Riverside County, in partnership with Loma Linda University Children's Hospital. Estimates of children ages 0-5 in Riverside and San Bernardino Counties range from 300,000 – 400,000. Help Me Grow Inland Empire (HMGIE) is a dual-county, regional approach to early intervention and the promotion of healthy development of children.

2. **Information Only** – First 5 Riverside County Third Quarter Financial Highlights and Vendor over 25K Report – **Receive and File**

**E. Public Hearings – Zachary Ginder, Chair**

1. Conduct a Public Hearing on the Fiscal Year 2021/2022 Annual Report of the California Children and Families Commission (a copy of the report may be obtained at <https://rccfc.org/About-Us/Impact> and can be viewed at the Commission Business Office) pursuant to the California Children and Families Act, Health and Safety Code section 130140 and Ordinance 784 – Tammi Graham, Executive Director

Ms. Suarez provided an overview of the action item and F5 CA Annual Report. The Report features highlights of local county commissions. Riverside County highlights are included on page 33.

First 5 Riverside County is the fastest growing county in California where all children receive high-quality early learning experiences that prepare them for school and life. Proposition 10-funded Child Care Facilities Landscape Scan Report (2021) finds that Riverside County needs to invest in constructing, expanding, and modernizing more than 2,220 child care facilities to meet the need. First 5 Riverside County has historically invested in childcare renovation and expansion while supporting the professional development of the early care and education workforce. Building upon Proposition 10 investments, the County Board of Supervisors allocated \$9 million of federal funds for early care and education workforce retention and recruitment. To align with the State's work on rate reform, First 5 Riverside provided wage enhancements to over 3,100 employees working in more than 1,000 child care sites. Child care facilities investments of Proposition 10 funds (\$5 million) and federal

funds (\$5 million) will increase licensed child care facilities and spaces for infants and toddlers.

Proposition 10 investments in home visiting, behavioral health, Help Me Grow, Family Resource Centers, and HealthySteps promoted an integrated system of prevention and early intervention services in diverse settings. First 5 Riverside's HealthySteps pilot embeds specialists in pediatric primary care teams during the most critical period of brain development. Participating sites reached almost 10,000 children with 40 percent of children requiring referrals for early intervention, mental health, and other family services. First 5 Riverside County's engagement with Health Management Associates supports the integration of HealthySteps in health plans and supports participating agencies' plans for sustainability, thereby influencing the strategic positioning of healthcare to maximize return on investments and leverage funds. Riverside County envisions a system that leverages investments to provide families with multiple entry points to care, and equitable access to child care.

Chair opened public hearing. No public comments. Chair closed the public hearing.

2. **a. Public Hearing:** Annual Report of the California Children and Families Commission for Fiscal Year 2021/2022
3. **b. 23-15: Receive and File:** Annual Report of the California Children and Families Commission for Fiscal Year 2021/2022

*Vice Chair Campos moved to approve action item 23-15. Commissioner Britt second the motion. Absent:* Commissioners Saruwatari and Yost. **Motion carried unanimously.**

**F. Consent – Zachary Ginder, Chair** (a copy of all action items and attachments can be viewed at [www.rccfc.org](http://www.rccfc.org) and at the Commission Business Office)

1. Approve First 5 Riverside County Draft Commission Meeting Minutes – March 8, 2023 Session
2. **23-16:** Adopt First 5 Riverside County 2023 Legislative Policy Agenda
3. **23-17:** Approve and Ratify the Acceptance of American Rescue Plan Act (ARPA) Funding Allocated from the County of Riverside for the Early Care and Education Recovery Fund **[\$8,000,000 – REVENUE – FEDERAL ARPA FUNDS]**
4. **23-18:** Approve Contract with Early Quality Systems (EQS), LLC DBA HUBBE Inc. for Common Data Field Reporting from May 10, 2023 – December 31, 2023 **(CONTRACT NO. CF23123) [\$18,000 PROP 10 FUNDS]**
5. **23-19:** Approve Second Amendment with Early Quality Systems (EQS), LLC DBA HUBBE, Inc. for Workforce Web-Based Data System Portal from September 27, 2021 – June 30, 2024 **(CONTRACT NO. CF22138) [\$158,731 ARPA FUNDS]**
6. **23-20:** Approve the Fourth Amendment with Family Services Association (FSA) for Quality Early Learning Infrastructure Funding from November 1, 2020 – June 30, 2024 **(CONTRACT NO. CF21110 QEL) [\$780,007 – PROP 10 FUNDS]**
7. **23-21:** Approve Third Amendment with Jan Peterson Child Development Center Inc. for Quality Early Learning Infrastructure Funding from November 1, 2020 – June 30, 2024 **(CONTRACT NO. CF21113 QEL) [\$1,405,650 - PROP 10 FUNDS]**
8. **23-22:** Approve Second Amendment with Persimmony International, Inc. from July 1, 2020 – June 30, 2024 **(CONTRACT NO. CF20114 PSC) [\$388,359 PROP 10 FUNDS]**
9. **23-23:** Approve Amendment Three to the Professional Services Agreement with Wurm's Maintenance Supply Co. Inc. DBA Wurm's Janitorial Services Inc. from November 1, 2019 – June 30, 2025 **(CONTRACT NO. CF20106) [\$151,100 – PROP 10 FUNDS]**

10. **23-24:** Approve 14 Contracts in Alignment with First 5 Riverside County Children and Families Commission Strategic Plan through 2026 [**PROP 10 - AMOUNT NOT TO EXCEED \$5,448,671 (10 CONTRACTS) & CALIFORNIA DEPARTMENT OF SOCIAL SERVICES CALWORKS FUNDS NOT TO EXCEED \$7,912,829 (4 CONTRACTS)**]

Consent Item 11, action item 23-25 was pulled from the block and taken separately to allow for public comment.

*Vice Chair Campos moved to approve Consent Items 1-10. Commissioner Gomez second the motion. Absent:* Commissioners Saruwatari and Yost. **Motion carried unanimously.**

11. **23-25:** Authorize Continued Partnership for the Initiative Improve and Maximize Programs So All Children Thrive (IMPACT) Legacy Funding from First 5 California from July 2023 - June 2027 and Authorize Required **PROP 10 MATCH FUNDS {NOT TO EXCEED \$2,000,000}**

Public Comment

Ms. Naomi Bobadilla (sister of Rosa Bobadilla) expressed concern with the new reimbursement/tier system and that providers only received notification on Monday.

Chair Ginder called for questions from the Commission, and a brief discussion ensued. Commissioner Perez asked for next steps. Ms. Graham explained action item 23-25 is to approve staff to apply for State funds. The State has eliminated rating process for private center base and family child care programs. First 5 will continue to support private centers and family child care programs with quality improvements. Ms. Graham noted there is an additional action item on today's agenda related to the RHAP program with Riverside County Office of Education that indicates continued financial support under that action item.

Riverside County has one of the most robust quality systems across the State with its partnership with RCOE and other agencies. Although the rating matrix no longer applies to private providers, F5 is monitoring state discussions regarding rate reform and will continue to work with state officials and partner with RCOE. Ms. Graham provided an update on F5CA IMPACT Legacy dollars. F5CA released the IMPACT Legacy RFA on May 1, 2023. The grant allows for funding for two years with a possible two-year extension. The application is due June 12. Commissioner Gomez asked when the providers were updated on the changes and if it was the State or Commissions's responsibility.

Ms. Abella, Regional Manager reported on staff engagement with providers. F5CA Commission approved the funding for IMPACT Legacy during the state commission meeting in October 2022, with a projected RFA release date of February 2023. January 2023 staff conducted informational sessions with partner agencies based on the F5CA Commission approval of IMPACT Legacy funding. With the May 1, 2023 RFA release, staff conducted another informational session regarding RFA requirements with the providers. Responses to the RFA are due on June 12 to F5CA with a projection date of Grant Notification Awards to County Commissions in the July timeframe.

Ms. Graham noted funding from IMPACT Legacy will provide training and professional development opportunities, and coaching support by the Quality Start Coaches.

Commissioner Perez asked if ARPA funds can be used to fill reduced funding gaps. ARPA funds have supplemented licensed child care providers in several ways since the inception of COVID-19 pandemic. Ms. Graham replied that staff will look at funding quality incentives through ARPA to see if it's allowable. Staff is hopeful that the Governor will increase reimbursement rates to Alternative Payment providers by 25%.

Supervisor Perez asked that he be kept updated. He asked for an analysis of the information to be broken down by district so Supervisors can consider using ARPA money or other ways to backfill where the State is no longer funding. Ms. Graham noted there's another action item coming before the Commission today for RHAP which will provide an additional source of funding support to providers.

*Commissioner Perez moved to approve action item 23-25. Vice Chair Campos second the motion. Absent:* Commissioners Saruwatari and Yost. **Motion carried unanimously.**

**G. Presentations/Action Items – Zachary Ginder, Chair**

1. **23-26:** Approve and Adopt Fiscal Year 2023/2024 Annual Budget of First 5 Riverside County Children & Families Commission – Yvonne Suarez, Assistant Director

Ms. Suarez provided an overview of First 5 annual budget included in the meeting packet. F5 CA revenue reduction is tied to IMPACT. Revenues reflected are as of February and do not include recent budget changes. Capital assets for undeveloped space projects are carried over to the next fiscal year and staff anticipates the project to start in August 2023. This year Home Visitation will be included in Comprehensive Health and Development whereas it was previously under Resilient Families.

*Commissioner Romero moved to approve action item 23-26 as presented. Vice Chair Campos second the motion. Absent:* Commissioners Saruwatari and Yost. **Motion Carried unanimously.**

Chair Ginder reported Commissioners Gomez and Romero have a conflict of interest with Action Item 23-27. Commissioner Gomez and Romero left the chamber due to conflict and were not part of the discussion or vote.

2. **23-27:** Approves Second Amendment with Riverside County Office of Education (RCOE) for the First 5 Riverside Hybrid Alternative Payment Program (RHAP) from July 1, 2021 – June 30, 2023 (**CONTRACT CF22116**) [**\$7,094,680 – PROP 10 FUNDS**] – Tammi Graham, Executive Director

Ms. Graham provided an overview of action item 23-27. She noted these dollars will provide continued funding for children so they will not be disenrolled from RHAP or AP Program this fiscal year.

*Commissioner Perez moved to approve action item 23-27 as presented. Commissioner Britt second the motion. Absent:* Commissioners Saruwatari and Yost. **Conflict:** Commissioners Gomez and Romero. **Motion carried unanimously.**

Commissioners Gomez and Romero remained out of the chamber due to conflict with action item 23-28.

3. **23-28:** Approve Contract with Riverside County Office of Education (RCOE) for the First 5 Riverside Hybrid Alternative Payment Program from July 1, 2023 – June 30, 2025 (**CONTRACT NO. CF24121**) [**\$7,000,000 – PROP 10 FUNDS**] – Carol Abella, Regional Manager

Ms. Abella, Regional Manager provided an overview on the new contract funding scholarships and a flat rate quality layered incentive. (A copy of Ms. Abella's overview presentation is attached.)

Ms. Jennifer Beggs, Executive Director for Early Care and Education at RCOE, commented that 263 providers and 3,093 children have received incentives this past year. Ms. Graham noted RCOE has done an excellent job of recruiting new providers to expand services to the families. She noted although there is a small reduction in the layered incentive funding it allows for more providers to receive funds spread across the system.

Vice Chair Campos extended gratitude and appreciation for the partnership with RCOE over the years. Ms. Suarez commented that \$12M in ARPA funds have been disbursed to educators that qualified for wage enhancement.

*Commissioner Britt moved to approved action item 23-28 as presented. Vice Chair Campos second the motion. **Conflict:** Commissioners Romero and Gomez. **Absent:** Saruwatari and Yost. **Motion carried unanimously.***

Commissioners Gomez and Romero returned to the meeting. Chair Ginder noted Vice Chair Campos has a conflict of interest on action item 23-29 and he will not be in the chamber or part of discussion and vote.

4. **23-29:** Approve Three Contracts with Jurupa Unified School District for Home Visiting and Family Resource Center Network Specialist (**CONTRACT NO. CF24116 & CF24107**) [**AMOUNT NOT TO EXCEED \$362,523 – PROP 10 FUNDS**] and California Department of Social Services (**CONTRACT NO. CF24115**) [**AMOUNT NOT TO EXCEED \$2,636,125 CALWORKS FUNDS**] from July 1, 2023 - June 30, 2026 – Yvonne Suarez, Assistant Director

Ms. Suarez highlighted previously there was only one contract for all Jurupa Unified School District funding. It is now broken into three contracts to support multiple programs.

*Commissioner Perez moved to approved action item 23-29 as presented. Commissioner Romero second the motion. **Conflict:** Vice Chair Campos. **Absent:** Commissioners Saruwatari and Yost. **Motion carried unanimously.***

Commissioner Campos returned to the meeting Chair noted Commissioner Saruwatari would have a conflict of interest on action item 23-30 but she is absent today. Commissioner Perez left the meeting at 3:33 p.m.

5. **23-30:** Approve Two Contracts with Riverside University Health System - Public Health for Home Visiting (**Contract NO. CF24120**) [**AMOUNT NOT TO EXCEED \$480,678 PROP 10 FUNDS**] and California Department of Social Services (**CONTRACT NO. CF24119**) **NOT TO EXCEED \$1,282,356 CALWORKS FUNDS**] from July 1, 2023 - June 30, 2026 - Yvonne Suarez, Assistant Director

*Commissioner Campos moved to approved action item 23-30 as presented. Commissioner Gomez second the motion. **Absent:** Commissioners Saruwatari, Yost, and Perez.*  
**Motion carried unanimously.**

**H.Future Agenda Items:**

1. Autism Services Presentation
2. Champion for Children Award Nomination

- I. **Adjournment:** Adjournment at 3:36 p.m. to the next Regular Meeting of the Riverside County Children and Families Commission to be held on July 12, 2023 beginning at 2:00 p.m.at:  
First 5 Riverside County Children and Families Commission Office  
585 Technology Court - Conference Room A  
Riverside, CA 92507

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



# Riverside County Hybrid Alternative Payments(RHAP) - Child Care Scholarships and Incentives



## Proposed RHAP Subsidized Child Care Scholarships

### **Proposed Access for 150 (FTE) Low Income Families with Priority:**

- Infants and toddlers (ages 0-3)
- Direct enrollment for Quality Start Riverside County participating providers and newly constructed or renovated facilities funded by First 5 Riverside County
- Special populations - defined as, but not limited to:
  - families in crisis, migrant families, children with special needs, grandparents raising grandchildren, and continuity of care for families impacted by displacement due to program reduction.

*F5 RHAP reimbursement will align with the State AP rates allowing additional low-income children to access quality early learning education that meets the needs of the families.*

### **Proposed Quality Incentives:**

| Proposed Incentive Structure: Flat Rate per full time week*<br>First Year: 0-4 / Second Year: 0-3 |                   |
|---------------------------------------------------------------------------------------------------|-------------------|
| Center-Based                                                                                      | Family Child Care |
| \$40                                                                                              | \$25              |

<sup>12</sup>  
\*The Flat rate is the same regardless of the child's age and based on a F/T scholarship.  
Rates are half the amount for P/T scholarship.





# RHAP Incentive Layer Payment Changes

## Current Tier Rating Approach

### Centers

| Tiers  | Full Time | Part Time |
|--------|-----------|-----------|
| Tier 3 | \$30      | \$15      |
| Tier 4 | \$50      | \$25      |
| Tier 5 | \$50      | \$25      |

### Family Child Care

| Tiers  | Full Time | Part Time |
|--------|-----------|-----------|
| Tier 3 | \$20      | \$10      |
| Tier 4 | \$30      | \$15      |
| Tier 5 | \$30      | \$15      |

## New Flat Rate Approach

|           | Full Time | Part Time |
|-----------|-----------|-----------|
| Flat Rate | \$40      | \$20      |

|           | Full Time | Part Time |
|-----------|-----------|-----------|
| Flat Rate | \$25      | \$12.50   |

## First 5 Riverside County -

- Supporting Quality Improvement efforts for QS Providers
- Prioritizing special populations being served in high-quality programs -
  - Children 0-3,
  - Children with Special Needs
  - Tribal, migrant families, and rural/isolated communities
- Bridge to Rate Reform by Incentivizing AP providers to serve low-income children based on a flat rate as a result of the elimination of formal tier ratings
- Incentivizing early learning providers for continued quality improvements



2. **23-31:** Approve 2023 Champion for Children Nominee Betty Bash as Recommended by the Advisory Committee

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AGENDA ITEM: 23-31  
DATE OF MEETING: July 17, 2023  
ACTION: ☒  
INFORMATION: ☐

**APPROVE 2023 CHAMPION FOR CHILDREN NOMINEE BETTY BASH  
AS RECOMMENDED BY THE ADVISORY COMMITTEE**

**SUMMARY OF REQUEST**

Approve nominee Betty Bash as the 2023 First 5 Riverside County Champion for Children award recipient, as recommended by the First 5 Riverside County Advisory Committee.

**BACKGROUND**

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

Upon approval by the Commission, Ms. Bash will be recognized at a subsequent Commission meeting as this year's recipient of the First 5 Riverside County Champion for Children Award. Ms. Bash is a long-standing advocate for young children in Riverside County after opening up a child care center, Town and Country Day School, over 60 years ago. Though nearing 90 years of age, Ms. Bash continues to work at the center where the focus has always been on children's development, which was not a common approach to child care at the time of its opening. Throughout the years Ms. Bash has also assisted multiple schools get their start in providing child care and assisted in designing their playgrounds as well as their preschool programs.

**Selection Process**

A call for nominations was released in January 2023 and promoted countywide with news releases, posts on social media, and email messages to First 5 funded agencies, stakeholders, and supporters.

A total of five (5) nominations were submitted by February 22, 2023. Participating members of the First 5 Riverside County Advisory Committee reviewed the nominees and provided scores to F5RC staff to determine the nominee to forward to the Commission for approval. The sum of the submitted scores approved the selection of Ms. Bash.

### **RECOMMENDED ACTION**

That the Commission:

1. Approve Betty Bash as the 2023 recipient of the First 5 Riverside County Champion for Children Award, as recommended by the Advisory Committee.
2. Authorize the sponsorship award of \$1,000 to be given in Ms. Bash's name to support a community event of her choosing.

### **BUDGET IMPACT**

Adequate appropriate has been included in the approved FY 23/24 budget to support this sponsorship (938001-25800-92955-527780).

### **STRATEGIC PLAN RELEVANCE**

Countywide Impact (92955)

### **POTENTIAL CONFLICTS OF INTEREST**

None.

### **ATTACHMENT**

1. Nominee Profile

**First 5 Riverside County  
Champion for Children Award  
2023 Recipient**

**Nominee Profile: Betty Bash**

Ms. Bash founded the Norco-based child care center, Town and Country Day School, in 1961 and continues to work there today as she approaches 90 years of age. The center has always been ahead of its time as it provided a curriculum that focused on child development. While years of research since the school's opening have clearly shown the critical importance of providing children with the tools to support their early-brain development, this was not always common practice. Head Start began in 1965, making significant strides in helping to refocus child care around education and not just supervision, several years after Town and Country Day School first opened its doors. Ms. Bash is not just a long-time advocate for children, but an early pioneer in bringing quality child care to Riverside County.

Town and Country Facilities Director, Kevin Bash, said, "Betty Bash overcame banking and governmental bias against a woman-owned business and fulfilled a vision of moving the accepted care of children from simple babysitting services to establishing and pioneering a professional-based, quality early childhood developmental program."

Today, Town and Country Day School has hosted dozens of preschool teachers in training to complete their observation hours. It has also helped launch the careers of many new educators who got their start working as child care providers for Ms. Bash, whose influence helped many of them not only finish high school but also earn college degrees.

In addition to founding Town and Country Day School, Ms. Bash founded the Inland Empire Preschool Association. In this position, she has assisted multiple fledgling child care centers begin their operations. This work included her assistance in designing preschool programs as well as playgrounds and outdoor classrooms to foster active learning and healthy activity.

Ms. Bash is regularly recognized in the community by adults who attended Town and Country Day School decades ago. In many cases, parents and grandparents now enroll their own children and grandchildren in her program. She has been recognized by many different organizations over 60 years, including the Corona and Norco Chambers of Commerce, American Legion, the Corona Norco Unified School District, the State and Federal Legislatures.

3. **23-32:** Approve and Ratify Contract with Loma Linda University Children's Hospital for Help Me Grow-Inland Empire from July 1, 2023 to June 30, 2025 (**CONTRACT NO. CF24126**) [**\$1,128,762-PROP 10 FUNDS**]

**20**







AGENDA ITEM: 23-32  
DATE OF MEETING: July 17, 2023  
ACTION: ☒  
INFORMATION: ☐

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

**SUMMARY OF REQUEST**

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

**BACKGROUND**

Funding for this project period will support the continuous efforts for full implementation of the HMG-IE platform to include onboard of Early Child Education partners and clinic sites to increase screening, link providers, provide Access Center parent support services, and inform care coordination and provider linkages to community supports, as well as support for regional system building. In this project cycle, LLUCH will investigate the needs of health systems and other county partners to continue to evolve the Help Me Grow model. Sustainability is critical for the long-term success of HMG as a system for integrated health care for children.

Since 2017, the Commission has invested in the development and implementation of Help Me Grow Inland Empire through a regional approach with First 5 San Bernardino. Through a regional approach, Loma Linda University Children's Hospital (LLUCH) will work closely with both First 5 Riverside County and First 5 San Bernardino focused on achieving regional early identification and intervention in support of both counties' whole child health goals. Over the next two years, HMG-IE will register at least 10,000 total new children (with equal populations as possible between Riverside and San Bernardino counties) into HMG-IE portal. LLUCH will also continue to serve children referred to

Access Center for a total service delivery goal of serving 15,000 children between both counties.

#### HELP ME GROW MODEL

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

#### **RECOMMENDED ACTION:**

That the Commission:

1. Approve Contract No. CF24126 with Loma Linda University Children’s Hospital for an amount not to exceed \$1,128,762, effective July 1, 2023 – June 30, 2025, for the Help Me Grow Inland Empire program in substantially the same form as the draft Contract No. CF24126 attached hereto and authorize the Executive Director to sign the contract on behalf of the Commission, subject to County Counsel approval as to form; and
2. Authorize the Executive Director, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of Contract No. CF24126, on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract and if necessary, no-cost extension to extend the project period, without requiring further action from the Commission.

#### **BUDGET IMPACT**

Adequate appropriation has been included in the approved FY 23/24 budget to support funding for this initiative (938001-25800-92945-527980).

#### **STRATEGIC PLAN RELEVANCE**

Goal Area 2: Comprehensive Health and Development (92945)

#### **POTENTIAL CONFLICTS OF INTEREST**

None Known

#### **ATTACHMENTS**

1. CF24126 A0-LLU-HMGIE

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

RCCFC AWARD: **CF24126**

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

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

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

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

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

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

| Authorized Signature for COMMISSION:                                                                                  | Authorized Signature for CONTRACTOR:                         |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
|                                                                                                                       |                                                              |
| Tammi Graham, Executive Director                                                                                      | Peter Baker, Sr. VP / Administrator and Authorized Signatory |
| Date Signed:                                                                                                          | Date Signed:                                                 |
| 585 Technology Court<br>Riverside, CA 92507-2423                                                                      | 11234 Anderson Street, CH 1816<br>Loma Linda, CA 92354       |
| APPROVED AS TO FORM SIGNATURE:<br> | ATTEST SIGNATURE:                                            |
| Kristine Bell-Valdez<br>Supervising Deputy County Counsel                                                             | Lynn M. Stephens<br>Executive Assistant IV                   |
| Date Signed: 7/05/23                                                                                                  | Date Signed:                                                 |

## **RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION**

### **CONTRACT TERMS AND CONDITIONS**

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## Terms and Conditions

### 1. NOTICES

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

#### COMMISSION:

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

#### CONTRACTOR:

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

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

### 2. SOURCE AND SCOPE OF CONTRACT

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

### 3. DEFINITIONS

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

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

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

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

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

**Executive Director:** The designated lead director of the Commission.

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

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

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

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

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

#### **4. TERM**

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

#### **5. COMPLIANCE, DISALLOWANCE, WITHHOLDING**

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

#### **6. TERMINATION**

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

##### **1. Termination for cause:**

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



provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

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

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

## **7. REQUIREMENT OF SUPPLEMENTING PROGRAM**

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

## **8. DATA MANAGEMENT**

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

## **9. SCOPE OF WORK (SOW)**

- A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.

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

## **10. REIMBURSEMENT OF COSTS**

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

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

## **11. FISCAL AND PROGRAM REPORTING REQUIREMENTS**

### **A. Fiscal Reporting**

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4<sup>th</sup> quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on

a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

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

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

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

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

#### **B. Program Reporting**

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

#### **C. Monthly Reporting**

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

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

#### **D. Quarterly and Annual Reporting**

CONTRACTOR shall submit Program Progress Reports (PPR) which includes quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in the SOW and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course

corrections, client success stories, sustainability and public awareness/policy change activities for the quarter. CONTRACTOR is required by the COMMISSION to complete and submit Program Progress Reports electronically via the COMMISSION'S data management system.

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

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

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

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

## **12. REIMBURSEMENT OF FUNDS TO THE COMMISSION**

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

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

## **13. COMMISSION FISCAL REQUIREMENTS**

### **A. Budget Revisions**

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

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

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

## **B. Amendments**

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

## **C. Cost Allocation Plan**

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

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

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

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

## **D. Overhead/Indirect Costs**

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.
2. Indirect cost percentage rate included in the Budget, to this Contract, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.
3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.
4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated

with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

**E. Revenues Received**

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

**F. Payroll Taxes**

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

**G. Payor of Last Resort**

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

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

**14. CONTRACTOR AUDIT REQUIREMENTS**

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

## **15. INVENTORIABLE EQUIPMENT**

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

## **16. REVERSION OF ASSETS**

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

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

personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

#### **17. TOBACCO CONTROL POLICY**

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

#### **18. CONDUCT OF BUSINESS**

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

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



CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

- K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

## **19. RECORDS MANAGEMENT AND MAINTENANCE**

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

This requirement includes:

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

## **20. PUBLIC DISCLOSURE OF DOCUMENTS**

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

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

- A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the

duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

- B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.
- C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.
- D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

## **22. GOVERNING LAW AND VENUE**

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

## **23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES**

- A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.
- B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

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

#### **24. PUBLICITY AND ATTRIBUTION REQUIREMENTS**

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

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

"Funded in part by First 5 Riverside County"

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

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

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

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

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

## **25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY**

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

## **26. WORK PRODUCT**

- A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.
- B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

## **27. NON-DISCRIMINATION**

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

## **28. CHILD ABUSE REPORTING**

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

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

## **29. DEPARTMENT OF JUSTICE CLEARANCE**

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

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

## **30. ADULT AND ELDER ABUSE REPORTING**

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

### **31. INDEPENDENT CONTRACTOR**

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

### **32. HOLD HARMLESS/INDEMNIFICATION**

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

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

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

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

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

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

### **33. INSURANCE**

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

#### **Workers' Compensation:**

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

#### **Commercial General Liability:**

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

#### **Vehicle Liability:**

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

#### **Professional Liability Insurance:**

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

#### **General Insurance Provisions - All lines:**

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

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



Adjustment and/or Waiver of Requirements:

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

**34. ASSIGNMENT**

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

**35. ALTERATION AND/OR AMENDMENT**

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

**36. CONFLICT OF INTEREST**

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

**37. WAIVER AND SEVERABILITY**

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

**38. DISALLOWANCE**

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

**39. OFFICIAL DOCUMENTS**

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

#### **40. ENTIRE CONTRACT**

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

#### **41. NONEXCLUSIVE CONTRACT**

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

#### **42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT**

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

#### **43. COMPLIANCE WITH LAW**

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

#### **44. CONFLICTS IN INTERPRETATION**

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

#### **45. COUNTERPARTS**

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

## ATTACHMENT A: SCOPE OF WORK

**Contractor:** Loma Linda University Children's Hospital

**Program:** Help Me Grow - Inland Empire

**Contract #:** CF24126

**Term:** 7/1/2023 – 6/30/2025

### Program Description:

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

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

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

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



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

|                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |         |                                                                                                                                                                                                                                                        |                                          |                                                                                                                                       |
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|                                                                                                                                                                                      | 1.1c Ensure the LLUH EPIC-hosted health system's screening efforts and community screening efforts are aligned with clear data reporting.                                                                                                                                                                                                                                                                                                                                                                                                                    |         |                                                                                                                                                                                                                                                        |                                          |                                                                                                                                       |
| <b>1.2 Screening &amp; Identification:<br/>Increase the number of children screened for developmental delay, social emotional developmental delay and SDOH needs year-over-year.</b> | <p>1.2a Test if support sites in the platform can achieve registering at least 80% of their child population registered and parents at 20% screenings completion and determine a prevalence rate developmental risk for children screened to establish best practice thresholds and targets for future modeling.</p> <p>1.2 Ensure providers refer children who score at monitor or concern are referred to HMGIE for parent education, coaching, and to ensure closed-loop communication with providers on HMGIE services and developmental safety net.</p> |         | <p>July – Sept due by October 15<sup>th</sup><br/>Oct – Dec due by January 15<sup>th</sup><br/>Jan – Mar due by April 15<sup>th</sup></p> <p>April – June due by July 15<sup>th</sup></p> <p>Summary of Full Fiscal Year by August 15<sup>th</sup></p> | <b>HMGIE Quarterly Dashboards Report</b> |                                                                                                                                       |
| <b>1.2 System-Building:<br/>Establish referral triage, coordination, and bi-directional communication best practices use of the system between</b>                                   | 1.2a Create regional referral protocols for developmental screening to guide consistency in provider and agency decision-making to maximize                                                                                                                                                                                                                                                                                                                                                                                                                  | Ongoing | <p>Quarterly:<br/>October 15<sup>th</sup><br/>January 15<sup>th</sup><br/>April 15<sup>th</sup></p>                                                                                                                                                    |                                          | <b>Quarterly Written Program Progress Report</b> with the following sections:<br>Accomplishments, Challenges, Identified Gaps in Care |

|                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                |                                         |                                                                                                                                                                                                                                                        |                                          |                                                                                                                                                                                                                               |
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| <b>providers sites, agencies, and enterprise partners to increase system-building and care coordination in the region.</b>                                      | <p>efficiency between systems and decrease duplication of efforts.</p> <p>1.2b Identify gaps or duplication between providers and identify to First 5 to work through use of the Platform to standardize referral patterns, where possible.</p>                                                                                                                                                                |                                         | July 15 <sup>th</sup>                                                                                                                                                                                                                                  |                                          | Learning/Advising to First 5's on partner/provider system issues and collaborations;<br>Feasibility/Sustainability Discussions                                                                                                |
| <b>1.3 Intervention &amp; Connect Providers to the community Resources to best support families.</b>                                                            | <p>1.3a Provide children &amp; families referred by providers in the platform connection to community resources: measure resourcing trends &amp; report on a 75% (baseline 2022) family success rates at accessing resources for cases of known outcomes (HMG National benchmark).</p> <p>1.3b Close-the-loop with providers by communicating services provided to patients referred (through the portal).</p> | Daily, ongoing, summarized in dashboard | <p>July – Sept due by October 15<sup>th</sup><br/>Oct – Dec due by January 15<sup>th</sup><br/>Jan – Mar due by April 15<sup>th</sup></p> <p>April – June due by July 15<sup>th</sup></p> <p>Summary of Full Fiscal Year by August 15<sup>th</sup></p> | <b>HMGIE Quarterly Dashboards Report</b> |                                                                                                                                                                                                                               |
| <b>1.4 Embark on a sustainability and feasibility review: Investigate the needs of health system and other county partners to continue to evolve the model.</b> | 1.4a Study the scale, cost, and service projections and to inform subscription or partner investment models for sustainability with First 5 consultants                                                                                                                                                                                                                                                        | Ongoing                                 | <p>Quarterly:</p> <p>October 15<sup>th</sup><br/>January 15<sup>th</sup><br/>April 15<sup>th</sup><br/>July 15<sup>th</sup></p>                                                                                                                        |                                          | <b>Quarterly Written Program Progress Report</b> with the following sections:<br>Accomplishments, Challenges, Identified Gaps in Care<br>Learning/Advising to First 5's on partner/provider system issues and collaborations; |

|                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                         |                                                                                                                                                                                                                                                        |                                          | Feasibility/Sustainability Discussions |
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| <b>2.1 Service Delivery – Build on Access Center operations to create a regional “best practice” model for providing parents developmental screening follow-up, education, navigational supports to all systems of care, and resourcing SDOH needs of families.</b> | <p>2.1a Provide developmental education, screening results, and SDOH resourcing services to parents through follow-up on referrals.</p> <p>2.1b Define and outline the unique expertise of HMGIE Access Center to refine the model and set clear expectations with providers to streamline referrals and educate on services provided, and close-loop communications through Platform.</p>               | Daily, ongoing, summarized in dashboard.                                                | <p>July – Sept due by October 15<sup>th</sup><br/>Oct – Dec due by January 15<sup>th</sup><br/>Jan – Mar due by April 15<sup>th</sup></p> <p>April – June due by July 15<sup>th</sup></p> <p>Summary of Full Fiscal Year by August 15<sup>th</sup></p> | <b>HMGIE Quarterly Dashboards Report</b> |                                        |
| <b>2.2 Increase the number of referrals or calls to Access Center.</b>                                                                                                                                                                                              | <p>2.2a Maintain Access Center phone line and website.</p> <p>2.2b Track new referrals per day/month for data trending to determine the percentage of completed screenings that result in referrals to Access Center.</p> <p>2.2c Increase number of families served over baseline of (2,458 unique children in calendar year 2022) and determine a screening to referral ratio for future modeling.</p> | Daily, ongoing services provided to families Mon-Fri, 8am-5pm, summarized in dashboard. | <p>July – Sept due by October 15<sup>th</sup><br/>Oct – Dec due by January 15<sup>th</sup><br/>Jan – Mar due by April 15<sup>th</sup></p> <p>April – June due by July 15<sup>th</sup></p> <p>Summary of Full Fiscal Year by August 15<sup>th</sup></p> | <b>HMGIE Quarterly Dashboards Report</b> |                                        |

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| <b>3.1 Design and Implement an effective regional, two-county advertising and social media campaign resource to act as parent education and outreach, as well as raise awareness of HMGIE.</b> | 3.1a Work through First 5 PR representatives to provide HMG Marketing materials to the First 5's to help to build parent engagement on social media with HMG developmental screening information.                                                       | Ongoing                                                   | <p>Include Marketing Updates in January and July reporting.</p> <p>July – Sept due by October 15<sup>th</sup><br/>Oct – Dec due by January 15<sup>th</sup></p> <p>Jan – Mar due by April 15<sup>th</sup></p> <p>April – June due by July 15<sup>th</sup></p> <p>Summary of Full Fiscal Year by August 15<sup>th</sup></p> | <b>HMGIE Quarterly Dashboards Report</b> | <b>Quarterly Written Program Progress Report</b> with the following sections:<br>Accomplishments, Challenges, Identified Gaps in Care<br>Learning/Advising to First 5's on partner/provider system issues and collaborations;<br>Feasibility/Sustainability Discussions  |
| <b>3.2 Community Outreach</b>                                                                                                                                                                  | 3.2a Provide community outreach & Networking with “HMGIE comes to you:” developmental screening education and mentoring parent completion of screenings at a minimum of three site visits per month (12 total) and inform providers in both counties of | Developmental screening education/in-services at 6/month. | <p>Include Outreach Updates in January and July reporting.</p> <p>July – Sept due by October 15<sup>th</sup><br/>Oct – Dec due by January 15<sup>th</sup><br/>Jan – Mar due by April 15<sup>th</sup></p> <p>April – June due by July 15<sup>th</sup></p> <p>Summary of Full Fiscal Year by August 15<sup>th</sup></p>     |                                          | <b>Quarterly Written Program Progress Report</b> with the following sections:<br>Accomplishments, Challenges, Identified Gaps in Care<br>Learning/Advising to First 5's on partner/provider system issues and collaborations;<br>Feasibility/Sustainability Discussions. |
| <b>4.1 Utilize and streamline data to guide system implementation.</b>                                                                                                                         | 4.1a Utilize population data and research as necessary to identify gaps or disparities and better guide implementation, priority sites for onboarding, and population of children for screening and resourcing.                                         |                                                           | Dashboard templates and data fields approved by August 15 <sup>th</sup> , 2023 for FY 24 and August, 15 <sup>th</sup> 2024 for FY 25.                                                                                                                                                                                     | <b>HMGIE Quarterly Dashboards Report</b> |                                                                                                                                                                                                                                                                          |



|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                       |         |                                            |                                                                                                                                                                                                   |                                                                        |
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|                                                  | 4.2b Achieve First 5 approval of dashboard reports by August 15 <sup>th</sup> , 2023.                                                                                                                                                                                                                                                                                                                                                 |         |                                            |                                                                                                                                                                                                   |                                                                        |
| <b>4.2 Provide data analytics and reporting.</b> | <p>4.2a Provide First 5 standardized quarterly and annual data reports with a data definition methodology that reports aggregate population registered, demographics (based on Fidelity report), and screening data.</p> <p>4.2b Track activity by sites using in HMGIE and provide data governance/advising to First 5 on attributing to partners.</p> <p>4.2c Ensure the timely submission of the HMG National Fidelity Report.</p> | Ongoing | <b>Final Reports due by September 15th</b> | <p>Final Dashboards of Full Fiscal Year published by August 15<sup>th</sup>.</p> <p>Help Me Grow National Reports data due:<br/>March – 12 month of Calendar Year<br/>August – 6 month “mini”</p> | Digital Annual Report by September 15 <sup>th</sup> every fiscal year. |

## ATTACHMENT B: BUDGET

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

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

## **ATTACHMENT C: PAYMENT PROVISIONS**

### **A. FISCAL**

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

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

#### **1. Method, Time, and Schedule Conditions of Payment**

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

#### **2. Allowable Costs**

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

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

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

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

## **ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY**

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

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

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

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

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

## ATTACHMENT E: BUSINESS ASSOCIATE AGREEMENT

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

### RECITALS

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

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

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

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

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. 'Breach' when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is

presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification.
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and,
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
  - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which the RCCFC participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
  - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. 'Business associate' has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. 'Data aggregation' has the meaning given such term in 45 CFR §164.501.
- D. 'Designated record set' as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. 'Electronic protected health information' ('ePHI') as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. 'Electronic health record' means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. 'Health care operations' has the meaning given such term in 45 CFR §164.501.
- H. 'Individual' as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. 'Person' as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

- J. 'Privacy Rule' means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.
- K. 'Protected health information' ('PHI') has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. 'Required by law' has the meaning given such term in 45 CFR §164.103.
- M. 'Secretary' means the Secretary of the U.S. Department of Health and Human Services 22 ('HHS').
- N. 'Security incident' as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. 'Security Rule' means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.
- P. 'Subcontractor' as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. 'Unsecured protected health information' and 'unsecured PHI' as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

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

- A. Except as otherwise provided in this Addendum, CONTRACTOR may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of CONTRACTOR under the Contract or to perform functions, activities or services for, or on behalf of, the RCCFC as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), CONTRACTOR may:
  - (1) Use PHI and/or ePHI if necessary for CONTRACTOR'S proper management and administration and to carry out its legal responsibilities; and,
  - (2) Disclose PHI and/or ePHI for the purpose of CONTRACTOR'S proper management and administration or to carry out its legal responsibilities, only if:
    - (a) The disclosure is required by law; or,
    - (b) CONTRACTOR obtains reasonable assurances, in writing, from the person to whom CONTRACTOR will disclose such PHI and/or ePHI that the person will:
      - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which CONTRACTOR disclosed it to the person, or as required by law; and,
      - (ii) Notify CONTRACTOR of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - (3) Use PHI to provide data aggregation services relating to the health care operations of the RCCFC pursuant to the Contract or as requested by the RCCFC; and,
  - (4) De-identify all PHI and/or ePHI of the RCCFC received by CONTRACTOR under this Addendum provided that the de-identification conforms to the requirements of the



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

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

### **3. Prohibited Uses and Disclosures.**

- A. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Contract or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from the RCCFC.
- B. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from the RCCFC or from another business associate of the RCCFC, except as permitted or required by this Addendum, or as required by law.
- C. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the RCCFC would be prohibited from making.
- D. CONTRACTOR shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - (1) Not to use or disclose PHI for fundraising, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - (2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - (3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - (4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Contract and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by the RCCFC to CONTRACTOR for services provided pursuant to the Contract.

### **4. Obligations of the RCCFC.**

- A. The RCCFC agrees to make its best efforts to notify CONTRACTOR promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by the RCCFC that may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.
- B. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.
- C. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI and/or ePHI.

- D. The RCCFC agrees not to request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
  - E. The RCCFC agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its obligations under this Addendum and/or Contract.
5. **Obligations of CONTRACTOR.** In connection with the use or disclosure of PHI and/or ePHI, CONTRACTOR agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
  - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. CONTRACTOR shall promptly notify the RCCFC if CONTRACTOR is required by law to disclose PHI and/or ePHI.
  - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
  - D. Mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.
  - E. Report to the RCCFC any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
  - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the CONTRACTOR agree through contract to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
  - G. Make available to the RCCFC, the Secretary, in the time and manner designated by the RCCFC or Secretary, CONTRACTOR'S internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the RCCFC, or created or received by CONTRACTOR on behalf of the RCCFC, for purposes of determining, investigating or auditing CONTRACTOR'S and/or the RCCFC's compliance with the Privacy Rule.
  - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
  - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which CONTRACTOR shall promptly notify the RCCFC upon CONTRACTOR'S receipt of such request from a third party.
  - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by the County of Riverside), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by the RCCFC.

- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
  - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - M. Comply with the requirements of the Privacy Rule that apply to the RCCFC to the extent CONTRACTOR is to carry out the RCCFC's obligations under the Privacy Rule.
  - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** CONTRACTOR agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set the RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist the RCCFC to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if CONTRACTOR uses or maintains electronic health records. CONTRACTOR shall:
    - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
    - (2) Within fifteen (15) days of receiving a written request from the RCCFC, provide to the RCCFC or any individual as directed by the RCCFC information collected in accordance with this section to permit the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
    - (3) Make available for the RCCFC information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event the RCCFC discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the RCCFC ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that CONTRACTOR creates, receives, maintains, or transmits on behalf of the RCCFC in accordance with 45 CFR §164.308, §164.310, and §164.312;
  - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

- C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by CONTRACTOR'S workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of CONTRACTOR agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to the RCCFC any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, CONTRACTOR shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify the RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
    - (1) **Breaches treated as discovered.** A breach is treated as discovered by CONTRACTOR as of the first day on which such breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of CONTRACTOR (determined in accordance with the federal common law of agency).
    - (2) **Content of notification.** The written notification to the RCCFC relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:
      - (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired, used or disclosed during the breach;
      - (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
      - (c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
      - (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
      - (e) A brief description of what CONTRACTOR is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
      - (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

- B. **Cooperation.** With respect to any breach of unsecured PHI reported by CONTRACTOR, CONTRACTOR shall cooperate with the RCCFC and shall provide the RCCFC with any information requested by the RCCFC to enable the RCCFC to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, CONTRACTOR shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to the RCCFC not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If CONTRACTOR delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, CONTRACTOR shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the CONTRACTOR'S failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, CONTRACTOR agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish CONTRACTOR'S obligations to indemnify, defend and hold harmless the RCCFC under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when the RCCFC, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, 'unauthorized' has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
  - (1) CONTRACTOR agrees to assist the RCCFC to fulfill its reporting obligations to affected patients and to the California Department of Public Health ('CDPH') in a timely manner under the California Health & Safety Code §1280.15.
  - (2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two business days after CONTRACTOR detects such incident. CONTRACTOR further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term 'breach' as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

**9. Hold Harmless/Indemnification.**

- A. CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of the RCCFC and the County of Riverside, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.
- C. The specified insurance limits required in the Contract of this Addendum shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the RCCFC and the County of Riverside herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Contract of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by the RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside, is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

## **Termination.**

- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Contract and will provide grounds for terminating this Addendum and the Contract with or without an opportunity to cure the breach, notwithstanding any provision in the Contract to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- (1) Terminate the Contract and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
  - (2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Contract and this Addendum.
  - (3) If termination of the Contract is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
- (1) Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by the RCCFC, destroy all PHI and/or ePHI received from the RCCFC, or created or received by the CONTRACTOR on behalf of the RCCFC, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the RCCFC. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
  - (2) In the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to the RCCFC of the conditions that make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as the CONTRACTOR maintains such PHI and/or ePHI.

## **11. General Provisions.**

- A. **Retention Period.** Whenever CONTRACTOR is required to document or maintain documentation pursuant to the terms of this Addendum, CONTRACTOR shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the RCCFC to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of CONTRACTOR under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

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

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



4. **23-33:** Approve and Ratify Contract with Family Services Association for Transition Funding to support Safecare Home Visitation from July 1, 2023 - September 30, 2023 (**CONTRACT NO. CF24128**) [**\$25,831 PROP 10 FUNDS**]

**69**





AGENDA ITEM: 23-33  
DATE OF MEETING: July 17, 2023  
ACTION: ☒  
INFORMATION: ☐

**APPROVE AND RATIFY CONTRACT WITH  
FAMILY SERVICES ASSOCIATION, INC. FOR TRANSITION FUNDING TO  
SUPPORT SAFECARE HOME VISITATION (CONTRACT NO. CF24128)  
FROM JULY 1, 2023 – SEPTEMBER 30, 2023  
[\$25,381 – PROP 10 FUNDS]**

**SUMMARY OF REQUEST**

Approve Contract No CF24128 with Family Services Association, Inc. for an amount not to exceed \$25,381, effective July 1, 2023 – September 30, 2023, for transition funding to support the SafeCare Home Visitation Program.

**BACKGROUND**

Funding for this project period is intended to support existing families up to the graduation date of September 30, 2023.

SafeCare home visitation services provide case management support to families throughout Riverside County. An evidenced-based in-home parenting program, SafeCare is a parent training program that targets risk factors for child neglect and physical abuse by the completion of three modules focused on parent-child interaction, safety, and health.

**RECOMMENDED ACTION**

That the Commission:

1. Approve and Ratify Contract No. CF24128 with Family Services Association, Inc. for an amount not to exceed \$25,381, effective July 1, 2023 – September 30, 2023, 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. CF24128, on behalf of the Commission including modifications of the statement of

work that stay within the intent of said contract without requiring further action from the Commission.

### **BUDGET IMPACT**

Adequate appropriation has been included in the approved FY 23/24 budget to support funding for this initiative (938001-25800-92945-527980).

### **STRATEGIC PLAN RELEVANCE**

Goal Area 2: Comprehensive Health and Development (92945)

### **POTENTIAL CONFLICTS OF INTEREST**

No Conflict

### **ATTACHMENTS**

1. CF24128- FSAWR- Home Visiting P10

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

RCCFC AWARD: **CF24128**

CONTRACTOR: **Family Service Association, Inc.**

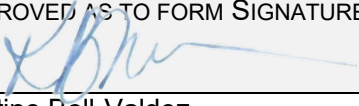
CONTRACT TERM: **07/01/2023 – 09/30/2023**

MAXIMUM REIMBURSABLE AMOUNT: **\$25,381**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed **\$25,381**.

**Compensation:** The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the “Contract”) shall not exceed **\$25,381** as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the “COMMISSION” or “COUNTY”), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10, to provide services and results as set forth in Attachments A, B, C and D attached hereto as incorporated herein by reference, subject to the following terms and conditions:

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

| Authorized Signature for COMMISSION:                                                                                  | Authorized Signature for CONTRACTOR:                               |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
|                                                                                                                       |                                                                    |
| Tammi Graham, Executive Director                                                                                      | Shannon Gonzalez, Chief Operating Officer and Authorized Signatory |
| Date Signed:                                                                                                          | Date Signed:                                                       |
| 585 Technology Court<br>Riverside, CA 92507-2423                                                                      | 21250 Box Springs Road Suite 212<br>Moreno Valley, CA 92557        |
| APPROVED AS TO FORM SIGNATURE:<br> | ATTEST SIGNATURE:                                                  |
| Kristine Bell-Valdez<br>Supervising Deputy County Counsel                                                             | Lynn M. Stephens<br>Executive Assistant IV                         |
| Date Signed: 7/05/2023                                                                                                | Date Signed:                                                       |

**RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION**

**CONTRACT TERMS AND CONDITIONS**

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## Terms and Conditions

### 1. NOTICES

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

**COMMISSION:**

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

**CONTRACTOR:**

Shannon Gonzalez  
21250 Box Springs Road Suite 212  
Moreno Valley, CA 92557

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

### 2. SOURCE AND SCOPE OF CONTRACT

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

### 3. DEFINITIONS

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

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

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

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

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

**Executive Director:** The designated lead director of the Commission.

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

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

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



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

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

#### **4. TERM**

The term of this Contract shall be from **07/01/2023** through **09/30/2023** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

#### **5. COMPLIANCE, DISALLOWANCE, WITHHOLDING**

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

#### **6. TERMINATION**

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

##### **1. Termination for cause:**

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

provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

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

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

## **7. REQUIREMENT OF SUPPLEMENTING PROGRAM**

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

## **8. DATA MANAGEMENT**

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

## **9. SCOPE OF WORK (SOW)**

- A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.

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

#### **10. REIMBURSEMENT OF COSTS**

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

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

#### **11. FISCAL AND PROGRAM REPORTING REQUIREMENTS**

##### **A. Fiscal Reporting**

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4<sup>th</sup> quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on

a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

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

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

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

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

#### **B. Program Reporting**

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

#### **C. Monthly Reporting**

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

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

#### **D. Quarterly and Annual Reporting**

CONTRACTOR shall submit Program Progress Reports (PPR) which includes quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in the SOW and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course

corrections, client success stories, sustainability and public awareness/policy change activities for the quarter. CONTRACTOR is required by the COMMISSION to complete and submit Program Progress Reports electronically via the COMMISSION'S data management system.

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

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

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

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

## **12. REIMBURSEMENT OF FUNDS TO THE COMMISSION**

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

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

## **13. COMMISSION FISCAL REQUIREMENTS**

### **A. Budget Revisions**

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

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

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

#### **B. Amendments**

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

#### **C. Cost Allocation Plan**

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

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

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

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

#### **D. Overhead/Indirect Costs**

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.
2. Indirect cost percentage rate included in the Budget, to this Contract, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.
3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.
4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated

with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

**E. Revenues Received**

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

**F. Payroll Taxes**

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

**G. Payor of Last Resort**

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

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

**14. CONTRACTOR AUDIT REQUIREMENTS**

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

## **15. INVENTORIABLE EQUIPMENT**

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

## **16. REVERSION OF ASSETS**

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

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



personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

#### **17. TOBACCO CONTROL POLICY**

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

#### **18. CONDUCT OF BUSINESS**

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

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

CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

- K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

## **19. RECORDS MANAGEMENT AND MAINTENANCE**

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

This requirement includes:

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

## **20. PUBLIC DISCLOSURE OF DOCUMENTS**

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

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

- A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the

duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

- B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.
- C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.
- D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

## **22. GOVERNING LAW AND VENUE**

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

## **23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES**

- A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.
- B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

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

#### **24. PUBLICITY AND ATTRIBUTION REQUIREMENTS**

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

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

"Funded in part by First 5 Riverside County"

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

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

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

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

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

## **25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY**

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

## **26. WORK PRODUCT**

- A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.
- B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

## **27. NON-DISCRIMINATION**

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

## **28. CHILD ABUSE REPORTING**

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

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

## **29. DEPARTMENT OF JUSTICE CLEARANCE**

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

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

## **30. ADULT AND ELDER ABUSE REPORTING**

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

### **31. INDEPENDENT CONTRACTOR**

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

### **32. HOLD HARMLESS/INDEMNIFICATION**

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

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

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

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

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

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

### **33. INSURANCE**

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

#### **Workers' Compensation:**

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

#### **Commercial General Liability:**

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

#### **Vehicle Liability:**

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

#### **Professional Liability Insurance:**

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

#### **General Insurance Provisions - All lines:**

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



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

Adjustment and/or Waiver of Requirements:

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

**34. ASSIGNMENT**

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

**35. ALTERATION AND/OR AMENDMENT**

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

**36. CONFLICT OF INTEREST**

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

**37. WAIVER AND SEVERABILITY**

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

**38. DISALLOWANCE**

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

**39. OFFICIAL DOCUMENTS**

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

**40. ENTIRE CONTRACT**

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

**41. NONEXCLUSIVE CONTRACT**

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

**42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT**

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

**43. COMPLIANCE WITH LAW**

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

**44. CONFLICTS IN INTERPRETATION**

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

**45. COUNTERPARTS**

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

## ATTACHMENT A: SCOPE OF WORK

**Contractor:** Family Service Association, Inc.

**Program:** Home Visiting-SafeCare

**Contract #:** CF24128

**Term:** 07/01/2023 – 09/30/2023

### Program Overview:

CONTRACTOR will transition their existing Safecare home visitation program, in Zones 3 & 4, **including Zone 1 & 2 when applicable** in Riverside County for families of children 0 through 5 years of age. First 5 Riverside County will support the provision of Safecare during the 6-month transition period in order to graduate out existing clients.

CONTRACTOR's SafeCare program provides home visitation services providing case management support to families throughout Riverside County. An evidence-based in-home parenting program, SafeCare is a parent training program that targets risk factors for child neglect and physical abuse in which parents are taught skills in three module areas:

1. How to interact in a positive manner with their children, to plan activities, and respond appropriately to challenging child behaviors,
2. To recognize hazards in the home in order to improve the home environment, and
3. To recognize and respond to symptoms of illness and injury, in addition to keeping good health records.

All three modules should be used in the implementation of SafeCare, and any modifications to or elimination of modules need to be discussed in advance with First 5 Riverside County program staff. In home-based sessions, parents and children will meet weekly 60 to 90-minutes for 18-20 weeks. The SafeCare model encourages problem-solving sessions, if needed, for each family and/or supplemental sessions for families that can benefit from extra sessions to accomplish mastery (or success).

The goals of SafeCare are:

- Reduce future incidents of child maltreatment
- Increase positive parent-child interaction
- Improve how parents care for their children's health
- Enhance home safety and parent supervision

SafeCare is designed to improve parenting skills in three key areas: positive parenting, child health, and home safety. The model also aims to prevent child neglect and physical abuse. This is achieved through the following:

| <b>Home</b> | <b>Safety</b> | <b>Module</b> |
|-------------|---------------|---------------|
|-------------|---------------|---------------|

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| This module involves the identification and elimination of safety and health hazards by making them inaccessible to children. The Home Accident Prevention Inventory - Revised (HAPI - R) is a validated and reliable assessment checklist designed to help a provider measure the number of environmental and health hazards accessible to children in their homes. Rooms are evaluated using this assessment tool and then training takes place to assist parents in identifying and reducing the number of hazards and making them inaccessible to their children. Safety latches |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

are supplied to families. This protocol is effective in significantly reducing hazards in the home and these reductions have been found to be maintained over time.

### **Parent-Child/Parent-Infant Interactions Module**

This module consists of training on parent-infant interactions (birth to 8 through 10 months) and parent-child interactions (8- 10 months through 5 years). The purpose of this module is to teach parents to provide engaging and stimulating activities, increase positive interactions, and prevent troublesome child behavior. The primary method for teaching this module is the Planned Activities Training Checklist. Providers observe parent-child play and/or daily routines and code for specific parenting behaviors. Positive behaviors are reinforced, and problematic behaviors are addressed and modified during the in- home sessions. Providers teach parents to use PAT-checklists to help structure their everyday activities. Parents also receive activity cards that have prompts for engaging in planned activities.

### **Health Module**

The goals of this module are to train parents to use health reference materials, prevent illness, identify symptoms of childhood illnesses or injuries, and provide or seek appropriate treatment by following the steps of a task analysis. To assess actual health-related behavior, parents role-play health scenarios and decide whether to treat the child at home, call a medical provider, or seek emergency treatment. Parents are provided with a medically validated health manual that includes a symptom guide, information about planning and prevention, caring for a child at home, calling a physician or nurse, and emergency care. Parents are also supplied with health recording charts and basic health supplies (e.g., thermometer). After successfully completing this module, parents are able to identify symptoms of illnesses and injuries, as well as determine and seek the most appropriate health treatment for their child.

CONTRACTOR will phase out Safecare and enroll new high-risk families that meet the PAT and CalWORKs eligibility under the Parents As Teachers national model, funded through a separate First 5 Riverside County contract.

Services funded by First 5 have specific service delivery requirements which align with First 5 Riverside County's strategic goals, incorporate evidence-based program models with best practices that have proven effective in strengthening and supporting families with young children. Expansion initiatives support building systems capacity as well as integrating service provision and leveraging expertise to better support children and families.

In partnership with First 5 Riverside County, CONTRACTOR will participate in the following as a mechanism to enhance support services:

**Cross Systems Integration** is an intentional strategic approach where programs are coordinated and integrated to simplify access and referrals, streamlining the provision of services to families, leveraging multiple funding streams and resources. As there is need to ensure families are served holistically with a range of integrated and sometimes complex services, it is critical that programs screening for the delivery of comprehensive, coordinated services, also ensure identification of other possible support services that address broader needs of the family. This may include, but not limited to, early intervention services, high quality early learning settings, health and behavioral services, and family support services for families of children from the prenatal through the pre-kindergarten stages.

**Quality Start Riverside County (QSRC)** is an innovative approach for early learning programs to begin identifying and implementing some of the principles of quality early learning experiences for children. The goal of this approach is to help children 0 through 5 years of age and their families thrive, by increasing the number of high-quality early learning settings. Alternative Sites are community and home-based settings which are not childcare or preschool sites and provide early learning and school readiness services to parents and young children. CONTRACTOR will

participate as an Alternative Site, further enhancing capacity to expand knowledge and skills with respect to serving families.

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

**Early Childhood Oral Health Assessment (ECOHA)** is an assessment that helps home visitors Identify children’s risk for oral health problems and assist families to improve their oral health. Home visitors will be trained on oral health and ECOHA. Home visitors will ask families about their oral health knowledge and behaviors, providing oral health education, using links in First 5 Riverside County data management system, and connect families to dental care, using a resource links in ECOHA. CONTRACTOR will provide oral health education to families and refer them to dental care, annually or as needed. ECOHA will be tracked and monitored via First 5 Riverside County data management system.

**Home Visiting Coordination Technical Assistance.** The purpose of this project is to increase local capacity to improve home visiting coordination among agencies that provide home visiting and family support services within the early childhood system of care. This work will be carried out in provision with First 5 California’s mission to promote, support, and optimize the early development of children from prenatal through five. The objective is for CONTRACTOR to offer feedback, participate in the steering committee and/or advisory role.

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

#### **SOW Details:**

CONTRACTOR will utilize evidence-based programs and tools to provide Home Visitation services:

- SafeCare Program Model
- Ages & Stages Questionnaires: Social-Emotional (ASQ: SE-2)

Screenings and Assessments will be entered into the Case Management database. Care coordination activities will be undertaken to ensure children are linked and receiving services.

\*Annual families to be served 125.

**Targets:**

| Home Visitation and/or Linkages                         |                                                                                                                                            |             |                |                     |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------|---------------------|
| Goal Name                                               | Goal Description                                                                                                                           | Goal Target | Units Measured | Reporting Frequency |
| 1. Serve Parents with the SafeCare program              | CONTRACTOR Home Visitation program will serve parents with the SafeCare home visitation program. (Core)                                    | 18          | Parents        | Monthly             |
| 2. Serve Children 0-3 with SafeCare                     | CONTRACTOR Home Visitation program will serve 160 children 0 through 5 years of age with the SafeCare home visitation program. (Aggregate) | 18          | NA             | Monthly             |
| 3. Home Visits provided with SafeCare                   | CONTRACTOR will document the number of home visits provided to enrolled families in the SafeCare home visitation program. (Core)           |             | Systems        | Monthly             |
| 4. Parents successfully completing the SafeCare program | CONTRACTOR will document the number of parents that successfully complete the SafeCare program. (Core)                                     |             | Parents        | Monthly             |
| 5. Parents exiting the                                  | CONTRACTOR will document                                                                                                                   |             | Parents        | Monthly             |

|                                                         |                                                                                                                                                        |    |           |         |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------|---------|
| program<br>Early                                        | the number of<br>parents that<br>exit the<br>SafeCare<br>program early.<br>(Core)                                                                      |    |           |         |
| 6. Provide<br>Children 0-<br>3 with ASQ-<br>3 screening | CONTRACTOR<br>will provide at<br>least 18<br>children 0<br>through 5 years<br>of age with an<br>ASQ-3<br>screening.<br>(Aggregate)                     | 18 | Children  | Monthly |
| 7. Number<br>of referrals<br>resulting<br>from ASQ-3    | CONTRACTOR<br>will document<br>the number of<br>referrals for<br>additional<br>services made<br>as a result of<br>the ASQ-3<br>screenings.<br>(Core)   |    | Referrals | Monthly |
| 8. Referred<br>children<br>linked to<br>service         | CONTRACTOR<br>will document<br>the number of<br>referred<br>children 0<br>through 3 years<br>of age that<br>were linked to<br>services.<br>(Aggregate) |    | Children  | Monthly |

| Improved Parent-Infant/Parent-Child Interaction Outcomes |                                                                                                                |                |                |                        |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|----------------|----------------|------------------------|
| Goal Name                                                | Goal<br>Description                                                                                            | Goal<br>Target | Units Measured | Reporting<br>Frequency |
| 1. Provide<br>initial DAC<br>assessment<br>to Parents    | CONTRACTOR<br>shall document<br>Initial<br>Assesments<br>using Daily<br>Activity<br>Checklist<br>(DAC). (Core) | 18             | Parents        | Monthly                |



|                                              |                                                                                                          |  |         |         |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------|--|---------|---------|
| 2. Parents demonstrating improvement on DAC. | CONTRACTOR will document improvement from pre to post-test on the Daily Activity Checklist (DAC). (Core) |  | Parents | Monthly |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------|--|---------|---------|

## ATTACHMENT B: BUDGET

**Budget Start Date:** 07/01/2023

**Budget End Date:** 09/30/2023

**Total Amount:** \$25,381

| FISCAL YEAR 2023-2024 |                            |                  |              |             |
|-----------------------|----------------------------|------------------|--------------|-------------|
| Category              | Description                | Unit<br>Quantity | Unit<br>Cost | Amount      |
| Operational Expenses  | SafeCare Transition Visits | 142              | 178.74       | \$25,381    |
| SUBTOTAL:             |                            |                  |              | \$25,381.00 |

## ATTACHMENT C: PAYMENT PROVISIONS

### A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **\$25,381** for the duration of the Contract period as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

CONTRACT PERIOD: **07/01/2023 – 09/30/2023**

#### 1. Method, Time, and Schedule Conditions of Payment

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

#### 2. Allowable Costs

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

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

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

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

## **ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY**

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

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

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

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

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

## **ATTACHMENT E: BUSINESS ASSOCIATE AGREEMENT**

This HIPAA Business Associate Agreement (the 'Addendum') supplements and is made part of (Contract CF24128 'Contract') between the RCCFC and Family Service Association, Inc. ('CONTRACTOR') and shall be effective as of the date the Contract is approved by both Parties (the 'Effective Date').

### **RECITALS**

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

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

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

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

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. 'Breach' when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is

presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification.
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and,
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
  - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which the RCCFC participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
  - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. 'Business associate' has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. 'Data aggregation' has the meaning given such term in 45 CFR §164.501.
- D. 'Designated record set' as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. 'Electronic protected health information' ('ePHI') as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. 'Electronic health record' means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. 'Health care operations' has the meaning given such term in 45 CFR §164.501.
- H. 'Individual' as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. 'Person' as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

- J. 'Privacy Rule' means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.
- K. 'Protected health information' ('PHI') has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. 'Required by law' has the meaning given such term in 45 CFR §164.103.
- M. 'Secretary' means the Secretary of the U.S. Department of Health and Human Services 22 ('HHS').
- N. 'Security incident' as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. 'Security Rule' means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.
- P. 'Subcontractor' as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. 'Unsecured protected health information' and 'unsecured PHI' as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

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

- A. Except as otherwise provided in this Addendum, CONTRACTOR may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of CONTRACTOR under the Contract or to perform functions, activities or services for, or on behalf of, the RCCFC as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), CONTRACTOR may:
  - (1) Use PHI and/or ePHI if necessary for CONTRACTOR'S proper management and administration and to carry out its legal responsibilities; and,
  - (2) Disclose PHI and/or ePHI for the purpose of CONTRACTOR'S proper management and administration or to carry out its legal responsibilities, only if:
    - (a) The disclosure is required by law; or,
    - (b) CONTRACTOR obtains reasonable assurances, in writing, from the person to whom CONTRACTOR will disclose such PHI and/or ePHI that the person will:
      - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which CONTRACTOR disclosed it to the person, or as required by law; and,
      - (ii) Notify CONTRACTOR of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - (3) Use PHI to provide data aggregation services relating to the health care operations of the RCCFC pursuant to the Contract or as requested by the RCCFC; and,
  - (4) De-identify all PHI and/or ePHI of the RCCFC received by CONTRACTOR under this Addendum provided that the de-identification conforms to the requirements of the



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

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

### **3. Prohibited Uses and Disclosures.**

- A. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Contract or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from the RCCFC.
- B. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from the RCCFC or from another business associate of the RCCFC, except as permitted or required by this Addendum, or as required by law.
- C. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the RCCFC would be prohibited from making.
- D. CONTRACTOR shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - (1) Not to use or disclose PHI for fundraising, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - (2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - (3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - (4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Contract and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by the RCCFC to CONTRACTOR for services provided pursuant to the Contract.

### **4. Obligations of the RCCFC.**

- A. The RCCFC agrees to make its best efforts to notify CONTRACTOR promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by the RCCFC that may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.
- B. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.
- C. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI and/or ePHI.

- D. The RCCFC agrees not to request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
  - E. The RCCFC agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its obligations under this Addendum and/or Contract.
5. **Obligations of CONTRACTOR.** In connection with the use or disclosure of PHI and/or ePHI, CONTRACTOR agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
  - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. CONTRACTOR shall promptly notify the RCCFC if CONTRACTOR is required by law to disclose PHI and/or ePHI.
  - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
  - D. Mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.
  - E. Report to the RCCFC any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
  - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the CONTRACTOR agree through contract to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
  - G. Make available to the RCCFC, the Secretary, in the time and manner designated by the RCCFC or Secretary, CONTRACTOR'S internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the RCCFC, or created or received by CONTRACTOR on behalf of the RCCFC, for purposes of determining, investigating or auditing CONTRACTOR'S and/or the RCCFC's compliance with the Privacy Rule.
  - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
  - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which CONTRACTOR shall promptly notify the RCCFC upon CONTRACTOR'S receipt of such request from a third party.
  - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by the County of Riverside), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by the RCCFC.

- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
  - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - M. Comply with the requirements of the Privacy Rule that apply to the RCCFC to the extent CONTRACTOR is to carry out the RCCFC's obligations under the Privacy Rule.
  - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** CONTRACTOR agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set the RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist the RCCFC to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if CONTRACTOR uses or maintains electronic health records. CONTRACTOR shall:
    - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
    - (2) Within fifteen (15) days of receiving a written request from the RCCFC, provide to the RCCFC or any individual as directed by the RCCFC information collected in accordance with this section to permit the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
    - (3) Make available for the RCCFC information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event the RCCFC discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the RCCFC ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that CONTRACTOR creates, receives, maintains, or transmits on behalf of the RCCFC in accordance with 45 CFR §164.308, §164.310, and §164.312;
  - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

- C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by CONTRACTOR'S workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of CONTRACTOR agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to the RCCFC any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, CONTRACTOR shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify the RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
    - (1) **Breaches treated as discovered.** A breach is treated as discovered by CONTRACTOR as of the first day on which such breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of CONTRACTOR (determined in accordance with the federal common law of agency).
    - (2) **Content of notification.** The written notification to the RCCFC relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:
      - (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired, used or disclosed during the breach;
      - (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
      - (c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
      - (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
      - (e) A brief description of what CONTRACTOR is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
      - (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

- B. **Cooperation.** With respect to any breach of unsecured PHI reported by CONTRACTOR, CONTRACTOR shall cooperate with the RCCFC and shall provide the RCCFC with any information requested by the RCCFC to enable the RCCFC to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, CONTRACTOR shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to the RCCFC not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If CONTRACTOR delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, CONTRACTOR shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the CONTRACTOR'S failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, CONTRACTOR agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish CONTRACTOR'S obligations to indemnify, defend and hold harmless the RCCFC under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when the RCCFC, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, 'unauthorized' has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
  - (1) CONTRACTOR agrees to assist the RCCFC to fulfill its reporting obligations to affected patients and to the California Department of Public Health ('CDPH') in a timely manner under the California Health & Safety Code §1280.15.
  - (2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two business days after CONTRACTOR detects such incident. CONTRACTOR further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term 'breach' as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

**9. Hold Harmless/Indemnification.**

- A. CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of the RCCFC and the County of Riverside, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.
- C. The specified insurance limits required in the Contract of this Addendum shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the RCCFC and the County of Riverside herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Contract of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by the RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside, is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

## **Termination.**

- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Contract and will provide grounds for terminating this Addendum and the Contract with or without an opportunity to cure the breach, notwithstanding any provision in the Contract to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- (1) Terminate the Contract and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
  - (2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Contract and this Addendum.
  - (3) If termination of the Contract is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

- (1) Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by the RCCFC, destroy all PHI and/or ePHI received from the RCCFC, or created or received by the CONTRACTOR on behalf of the RCCFC, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the RCCFC. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- (2) In the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to the RCCFC of the conditions that make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as the CONTRACTOR maintains such PHI and/or ePHI.

## **11. General Provisions.**

- A. **Retention Period.** Whenever CONTRACTOR is required to document or maintain documentation pursuant to the terms of this Addendum, CONTRACTOR shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the RCCFC to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of CONTRACTOR under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

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

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



5. **23-34:** Approve and Ratify Contract with John F. Kennedy Memorial Foundation for Transition Funding to support Safecare Home Visitation from July 1, 2023 - December 31, 2023 (**CONTRACT NO. CF24127**) **117**  
**[\$254,280 - PROP 10 FUNDS]**





AGENDA ITEM: 23-34  
DATE OF MEETING: July 17, 2023  
ACTION: ☒  
INFORMATION: ☐

**APPROVE AND RATIFY CONTRACT WITH  
JOHN F. KENNEDY MEMORIAL FOUNDATION FOR  
TRANSITION FUNDING TO SUPPORT  
SAFECARE HOME VISITATION (CONTRACT NO. CF24127)  
FROM JULY 1, 2023 – DECEMBER 31, 2023  
[\$254,280 – PROP 10 FUNDS]**

**SUMMARY OF REQUEST**

Approve Contract No CF24127 with John F. Kennedy Memorial Foundation for an amount not to exceed \$254,280, effective July 1, 2023 – December 31, 2023, for the SafeCare Home Visitation Program.

Funding for this project period is intended to support families served through the SafeCare model up to the graduation date of December 31, 2023 and will support the transition from implementing the Safe Care model through Prop 10 funding.

**BACKGROUND**

An evidenced-based in-home parenting program, SafeCare is a parent training program that targets risk factors for child neglect and physical abuse by the completion of three modules focused on parent-child interaction, safety, and health.

**RECOMMENDED ACTION**

That the Commission:

1. Approve and Ratify Contract No. CF24127 with John F. Kennedy Memorial Foundation for an amount not to exceed \$254,280, effective July 1, 2023 – December 31, 2023, 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. CF24127, on behalf of the Commission including modifications of the statement of

work that stay within the intent of said contract without requiring further action from the Commission.

### **BUDGET IMPACT**

Adequate appropriation has been included in the approved FY 23/24 budget to support funding for this initiative (938001-25800-92945-527980).

### **STRATEGIC PLAN RELEVANCE**

Goal Area 2: Comprehensive Health and Development (92945)

### **POTENTIAL CONFLICTS OF INTEREST**

No Conflict

### **ATTACHMENTS**

1. CF24127-John F. Kennedy Memorial Foundation Contract

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

RCCFC AWARD: **CF24127**

CONTRACTOR: **John F. Kennedy Memorial Foundation**

CONTRACT TERM: **07/01/2023 – 12/31/2023**

MAXIMUM REIMBURSABLE AMOUNT: **\$254,280**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed

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

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

| Authorized Signature for COMMISSION:                                                                                  | Authorized Signature for CONTRACTOR:                                         |
|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
|                                                                                                                       |                                                                              |
| Tammi Graham, Executive Director                                                                                      | Peter Sturgeon, President & Chief Executive Officer and Authorized Signatory |
| Date Signed:                                                                                                          | Date Signed:                                                                 |
| 585 Technology Court<br>Riverside, CA 92507-2423                                                                      | 73555 San Geronio Way<br>Palm Desert, CA 92260                               |
| APPROVED AS TO FORM SIGNATURE:<br> | ATTEST SIGNATURE:                                                            |
| Kristine Bell-Valdez<br>Supervising Deputy County Counsel                                                             | Lynn M. Stephens<br>Executive Assistant IV                                   |
| Date Signed: 7/05/23                                                                                                  | Date Signed:                                                                 |

**RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION**

**CONTRACT TERMS AND CONDITIONS**

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## Terms and Conditions

### 1. NOTICES

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

**COMMISSION:**

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

**CONTRACTOR:**

Peter Sturgeon  
73555 San Geronio Way  
Palm Desert, CA 92260

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

### 2. SOURCE AND SCOPE OF CONTRACT

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

### 3. DEFINITIONS

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

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

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

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

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

**Executive Director:** The designated lead director of the Commission.

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

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

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



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

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

#### **4. TERM**

The term of this Contract shall be from **07/01/2023** through **12/31/2023** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

#### **5. COMPLIANCE, DISALLOWANCE, WITHHOLDING**

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

#### **6. TERMINATION**

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

##### **1. Termination for cause:**

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

provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

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

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

## **7. REQUIREMENT OF SUPPLEMENTING PROGRAM**

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

## **8. DATA MANAGEMENT**

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

## **9. SCOPE OF WORK (SOW)**

- A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.

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

#### **10. REIMBURSEMENT OF COSTS**

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

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

#### **11. FISCAL AND PROGRAM REPORTING REQUIREMENTS**

##### **A. Fiscal Reporting**

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4<sup>th</sup> quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on

a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

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

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

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

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

#### **B. Program Reporting**

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

#### **C. Monthly Reporting**

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

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

#### **D. Quarterly and Annual Reporting**

CONTRACTOR shall submit Program Progress Reports (PPR) which includes quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in the SOW and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course

corrections, client success stories, sustainability and public awareness/policy change activities for the quarter. CONTRACTOR is required by the COMMISSION to complete and submit Program Progress Reports electronically via the COMMISSION'S data management system.

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

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

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

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

## **12. REIMBURSEMENT OF FUNDS TO THE COMMISSION**

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

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

## **13. COMMISSION FISCAL REQUIREMENTS**

### **A. Budget Revisions**

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

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

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

#### **B. Amendments**

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

#### **C. Cost Allocation Plan**

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

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

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

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

#### **D. Overhead/Indirect Costs**

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.
2. Indirect cost percentage rate included in the Budget, to this Contract, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.
3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.
4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated

with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

**E. Revenues Received**

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

**F. Payroll Taxes**

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

**G. Payor of Last Resort**

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

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

**14. CONTRACTOR AUDIT REQUIREMENTS**

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

## **15. INVENTORIABLE EQUIPMENT**

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

## **16. REVERSION OF ASSETS**

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

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



personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

#### **17. TOBACCO CONTROL POLICY**

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

#### **18. CONDUCT OF BUSINESS**

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

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

CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

- K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

## **19. RECORDS MANAGEMENT AND MAINTENANCE**

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

This requirement includes:

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

## **20. PUBLIC DISCLOSURE OF DOCUMENTS**

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

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

- A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the

duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

- B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.
- C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.
- D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

## **22. GOVERNING LAW AND VENUE**

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

## **23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES**

- A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.
- B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

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

#### **24. PUBLICITY AND ATTRIBUTION REQUIREMENTS**

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

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

"Funded in part by First 5 Riverside County"

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

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

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

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

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

## **25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY**

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

## **26. WORK PRODUCT**

- A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.
- B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

## **27. NON-DISCRIMINATION**

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

## **28. CHILD ABUSE REPORTING**

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

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

## **29. DEPARTMENT OF JUSTICE CLEARANCE**

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

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

## **30. ADULT AND ELDER ABUSE REPORTING**

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

### **31. INDEPENDENT CONTRACTOR**

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

### **32. HOLD HARMLESS/INDEMNIFICATION**

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

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

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

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

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

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

### **33. INSURANCE**

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

#### **Workers' Compensation:**

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

#### **Commercial General Liability:**

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

#### **Vehicle Liability:**

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

#### **Professional Liability Insurance:**

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

#### **General Insurance Provisions - All lines:**

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



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

Adjustment and/or Waiver of Requirements:

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

**34. ASSIGNMENT**

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

**35. ALTERATION AND/OR AMENDMENT**

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

**36. CONFLICT OF INTEREST**

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

**37. WAIVER AND SEVERABILITY**

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

**38. DISALLOWANCE**

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

**39. OFFICIAL DOCUMENTS**

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

**40. ENTIRE CONTRACT**

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

**41. NONEXCLUSIVE CONTRACT**

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

**42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT**

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

**43. COMPLIANCE WITH LAW**

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

**44. CONFLICTS IN INTERPRETATION**

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

**45. COUNTERPARTS**

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

## ATTACHMENT A: SCOPE OF WORK

**Contractor:** John F. Kennedy Memorial Foundation

**Program:** Home Visiting

**Contract #:** CF24127

**Term:** 07/01/2023 – 12/31/2023

### Program Overview:

CONTRACTOR will transition their existing Safecare home visitation program, in Zones 3 & 4, **including Zone 1 & 2 when applicable** in Riverside County for families of children 0 through 5 years of age. First 5 Riverside County will support the provision of Safecare during the 6-month transition period in order to graduate out existing clients.

CONTRACTOR's SafeCare program provides home visitation services providing case management support to families throughout Riverside County. An evidence-based in-home parenting program, SafeCare is a parent training program that targets risk factors for child neglect and physical abuse in which parents are taught skills in three module areas:

1. How to interact in a positive manner with their children, to plan activities, and respond appropriately to challenging child behaviors,
2. To recognize hazards in the home in order to improve the home environment, and
3. To recognize and respond to symptoms of illness and injury, in addition to keeping good health records.

All three modules should be used in the implementation of SafeCare, and any modifications to or elimination of modules need to be discussed in advance with First 5 Riverside County program staff. In home-based sessions, parents and children will meet weekly 60 to 90-minutes for 18-20 weeks. The SafeCare model encourages problem-solving sessions, if needed, for each family and/or supplemental sessions for families that can benefit from extra sessions to accomplish mastery (or success).

The goals of SafeCare are:

- Reduce future incidents of child maltreatment
- Increase positive parent-child interaction
- Improve how parents care for their children's health
- Enhance home safety and parent supervision

SafeCare is designed to improve parenting skills in three key areas: positive parenting, child health, and home safety. The model also aims to prevent child neglect and physical abuse. This is achieved through the following:

| Home | Safety | Module |
|------|--------|--------|
|------|--------|--------|

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| This module involves the identification and elimination of safety and health hazards by making them inaccessible to children. The Home Accident Prevention Inventory - Revised (HAPI - R) is a validated and reliable assessment checklist designed to help a provider measure the number of environmental and health hazards accessible to children in their homes. Rooms are evaluated using this assessment tool and then training takes place to assist parents in identifying and reducing the number of hazards and making them inaccessible to their children. Safety latches |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

are supplied to families. This protocol is effective in significantly reducing hazards in the home and these reductions have been found to be maintained over time.

### **Parent-Child/Parent-Infant Interactions Module**

This module consists of training on parent-infant interactions (birth to 8 through 10 months) and parent-child interactions (8- 10 months through 5 years). The purpose of this module is to teach parents to provide engaging and stimulating activities, increase positive interactions, and prevent troublesome child behavior. The primary method for teaching this module is the Planned Activities Training Checklist. Providers observe parent-child play and/or daily routines and code for specific parenting behaviors. Positive behaviors are reinforced, and problematic behaviors are addressed and modified during the in-home sessions. Providers teach parents to use PAT-checklists to help structure their everyday activities. Parents also receive activity cards that have prompts for engaging in planned activities.

### **Health Module**

The goals of this module are to train parents to use health reference materials, prevent illness, identify symptoms of childhood illnesses or injuries, and provide or seek appropriate treatment by following the steps of a task analysis. To assess actual health-related behavior, parents role-play health scenarios and decide whether to treat the child at home, call a medical provider, or seek emergency treatment. Parents are provided with a medically validated health manual that includes a symptom guide, information about planning and prevention, caring for a child at home, calling a physician or nurse, and emergency care. Parents are also supplied with health recording charts and basic health supplies (e.g., thermometer). After successfully completing this module, parents are able to identify symptoms of illnesses and injuries, as well as determine and seek the most appropriate health treatment for their child.

CONTRACTOR will phase out Safecare and enroll new high-risk families that meet the PAT and CalWORKs eligibility under the Parents As Teachers national model, funded through a separate First 5 Riverside County contract.

Services funded by First 5 have specific service delivery requirements which align with First 5 Riverside County's strategic goals, incorporate evidence-based program models with best practices that have proven effective in strengthening and supporting families with young children. Expansion initiatives support building systems capacity as well as integrating service provision and leveraging expertise to better support children and families.

In partnership with First 5 Riverside County, CONTRACTOR will participate in the following as a mechanism to enhance support services:

**Cross Systems Integration** is an intentional strategic approach where programs are coordinated and integrated to simplify access and referrals, streamlining the provision of services to families, leveraging multiple funding streams and resources. As there is need to ensure families are served holistically with a range of integrated and sometimes complex services, it is critical that programs screening for the delivery of comprehensive, coordinated services, also ensure identification of other possible support services that address broader needs of the family. This may include, but not limited to, early intervention services, high quality early learning settings, health and behavioral services, and family support services for families of children from the prenatal through the pre-kindergarten stages.

**Quality Start Riverside County (QSRC)** is an innovative approach for early learning programs to begin identifying and implementing some of the principles of quality early learning experiences for children. The goal of this approach is to help children 0 through 5 years of age and their families thrive, by increasing the number of high-quality early learning settings. Alternative Sites are community and home-based settings which are not childcare or preschool sites and provide early learning and school readiness services to parents and young children. CONTRACTOR will

participate as an Alternative Site, further enhancing capacity to expand knowledge and skills with respect to serving families.

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

**Early Childhood Oral Health Assessment (ECOHA)** is an assessment that helps home visitors Identify children’s risk for oral health problems and assist families to improve their oral health. Home visitors will be trained on oral health and ECOHA. Home visitors will ask families about their oral health knowledge and behaviors, providing oral health education, using links in First 5 Riverside County data management system, and connect families to dental care, using a resource links in ECOHA. CONTRACTOR will provide oral health education to families and refer them to dental care, annually or as needed. ECOHA will be tracked and monitored via First 5 Riverside County data management system.

**Home Visiting Coordination Technical Assistance.** The purpose of this project is to increase local capacity to improve home visiting coordination among agencies that provide home visiting and family support services within the early childhood system of care. This work will be carried out in provision with First 5 California’s mission to promote, support, and optimize the early development of children from prenatal through five. The objective is for CONTRACTOR to offer feedback, participate in the steering committee and/or advisory role.

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

#### **SOW Details:**

CONTRACTOR will utilize evidence-based programs and tools to provide Home Visitation services:

- SafeCare Program Model
- Ages & Stages Questionnaires: Social-Emotional (ASQ: SE-2)

Screenings and Assessments will be entered into the Case Management database. Care coordination activities will be undertaken to ensure children are linked and receiving services.

\*Annual families to be served 125.

**Targets:**

| Home Visitation and/or Linkages                         |                                                                                                                                            |             |                |                     |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------|---------------------|
| Goal Name                                               | Goal Description                                                                                                                           | Goal Target | Units Measured | Reporting Frequency |
| 1. Serve Parents with the SafeCare program              | CONTRACTOR Home Visitation program will serve parents with the SafeCare home visitation program. (Core)                                    | 125         | Parents        | Monthly             |
| 2. Serve Children 0-3 with SafeCare                     | CONTRACTOR Home Visitation program will serve 100 children 0 through 5 years of age with the SafeCare home visitation program. (Aggregate) | 125         | Children       | Monthly             |
| 3. Home Visits provided with SafeCare                   | CONTRACTOR will document the number of home visits provided to enrolled families in the SafeCare home visitation program. (Core)           |             | Visits         | Monthly             |
| 4. Parents successfully completing the SafeCare program | CONTRACTOR will document the number of parents that successfully complete the SafeCare program. (Core)                                     |             | Parents        | Monthly             |
| 5. Parents exiting the                                  | CONTRACTOR will document                                                                                                                   |             | Parents        | Monthly             |

|                                                         |                                                                                                                                                        |     |           |         |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|---------|
| program<br>Early                                        | the number of<br>parents that<br>exit the<br>SafeCare<br>program early.<br>(Core)                                                                      |     |           |         |
| 6. Provide<br>Children 0-<br>3 with ASQ-<br>3 screening | CONTRACTOR<br>will provide 125<br>children 0<br>through 5 years<br>of age with an<br>ASQ-3<br>screening.<br>(Aggregate)                                | 125 | Children  | Monthly |
| 7. Number<br>of referrals<br>resulting<br>from ASQ-3    | CONTRACTOR<br>will document<br>the number of<br>referrals for<br>additional<br>services made<br>as a result of<br>the ASQ-3<br>screenings.<br>(Core)   |     | Referrals | Monthly |
| 8. Referred<br>children<br>linked to<br>services        | CONTRACTOR<br>will document<br>the number of<br>referred<br>children 0<br>through 3 years<br>of age that<br>were linked to<br>services.<br>(Aggregate) |     | Children  | Monthly |

| Improved Parent-Infant/Parent-Child Interaction Outcomes |                                                                                                                |             |                |                     |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|-------------|----------------|---------------------|
| Goal Name                                                | Goal Description                                                                                               | Goal Target | Units Measured | Reporting Frequency |
| 1. Provide<br>initial DAC<br>assessment<br>to Parents    | CONTRACTOR<br>shall document<br>Initial<br>Assesments<br>using Daily<br>Activity<br>Checklist<br>(DAC). (Core) | 125         | Parents        | Monthly             |



|                                              |                                                                                                          |  |         |         |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------|--|---------|---------|
| 2. Parents demonstrating improvement on DAC. | CONTRACTOR will document improvement from pre to post-test on the Daily Activity Checklist (DAC). (Core) |  | Parents | Monthly |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------|--|---------|---------|

**ATTACHMENT B: BUDGET**

| FISCAL YEAR |                      |                  |              |         |
|-------------|----------------------|------------------|--------------|---------|
| Category    | Description          | Unit<br>Quantity | Unit<br>Cost | Amount  |
|             | SafeCare home visits | 1630             | 156          | 254,280 |
| SUBTOTAL:   |                      |                  |              | 254,280 |

## **ATTACHMENT C: PAYMENT PROVISIONS**

### **A. FISCAL**

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

**CONTRACT PERIOD: 07/01/2023 – 12/31/2023**

#### **1. Method, Time, and Schedule Conditions of Payment**

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

#### **2. Allowable Costs**

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

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

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

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

## **ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY**

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

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

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

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

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

## **ATTACHMENT E: BUSINESS ASSOCIATE AGREEMENT**

This HIPAA Business Associate Agreement (the 'Addendum') supplements and is made part of (Contract CF24127 'Contract') between the RCCFC and John F. Kennedy Memorial Foundation ('CONTRACTOR') and shall be effective as of the date the Contract is approved by both Parties (the 'Effective Date').

### **RECITALS**

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

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

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

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

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. 'Breach' when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is

presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification.
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and,
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
  - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which the RCCFC participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
  - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. 'Business associate' has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. 'Data aggregation' has the meaning given such term in 45 CFR §164.501.
- D. 'Designated record set' as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. 'Electronic protected health information' ('ePHI') as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. 'Electronic health record' means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. 'Health care operations' has the meaning given such term in 45 CFR §164.501.
- H. 'Individual' as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. 'Person' as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

- J. 'Privacy Rule' means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.
- K. 'Protected health information' ('PHI') has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. 'Required by law' has the meaning given such term in 45 CFR §164.103.
- M. 'Secretary' means the Secretary of the U.S. Department of Health and Human Services 22 ('HHS').
- N. 'Security incident' as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. 'Security Rule' means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.
- P. 'Subcontractor' as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. 'Unsecured protected health information' and 'unsecured PHI' as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

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

- A. Except as otherwise provided in this Addendum, CONTRACTOR may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of CONTRACTOR under the Contract or to perform functions, activities or services for, or on behalf of, the RCCFC as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), CONTRACTOR may:
  - (1) Use PHI and/or ePHI if necessary for CONTRACTOR'S proper management and administration and to carry out its legal responsibilities; and,
  - (2) Disclose PHI and/or ePHI for the purpose of CONTRACTOR'S proper management and administration or to carry out its legal responsibilities, only if:
    - (a) The disclosure is required by law; or,
    - (b) CONTRACTOR obtains reasonable assurances, in writing, from the person to whom CONTRACTOR will disclose such PHI and/or ePHI that the person will:
      - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which CONTRACTOR disclosed it to the person, or as required by law; and,
      - (ii) Notify CONTRACTOR of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - (3) Use PHI to provide data aggregation services relating to the health care operations of the RCCFC pursuant to the Contract or as requested by the RCCFC; and,
  - (4) De-identify all PHI and/or ePHI of the RCCFC received by CONTRACTOR under this Addendum provided that the de-identification conforms to the requirements of the



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

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

### **3. Prohibited Uses and Disclosures.**

- A. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Contract or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from the RCCFC.
- B. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from the RCCFC or from another business associate of the RCCFC, except as permitted or required by this Addendum, or as required by law.
- C. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the RCCFC would be prohibited from making.
- D. CONTRACTOR shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - (1) Not to use or disclose PHI for fundraising, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - (2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - (3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - (4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Contract and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by the RCCFC to CONTRACTOR for services provided pursuant to the Contract.

### **4. Obligations of the RCCFC.**

- A. The RCCFC agrees to make its best efforts to notify CONTRACTOR promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by the RCCFC that may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.
- B. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.
- C. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI and/or ePHI.

- D. The RCCFC agrees not to request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
  - E. The RCCFC agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its obligations under this Addendum and/or Contract.
5. **Obligations of CONTRACTOR.** In connection with the use or disclosure of PHI and/or ePHI, CONTRACTOR agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
  - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. CONTRACTOR shall promptly notify the RCCFC if CONTRACTOR is required by law to disclose PHI and/or ePHI.
  - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
  - D. Mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.
  - E. Report to the RCCFC any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
  - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the CONTRACTOR agree through contract to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
  - G. Make available to the RCCFC, the Secretary, in the time and manner designated by the RCCFC or Secretary, CONTRACTOR'S internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the RCCFC, or created or received by CONTRACTOR on behalf of the RCCFC, for purposes of determining, investigating or auditing CONTRACTOR'S and/or the RCCFC's compliance with the Privacy Rule.
  - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
  - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which CONTRACTOR shall promptly notify the RCCFC upon CONTRACTOR'S receipt of such request from a third party.
  - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by the County of Riverside), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by the RCCFC.

- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
  - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - M. Comply with the requirements of the Privacy Rule that apply to the RCCFC to the extent CONTRACTOR is to carry out the RCCFC's obligations under the Privacy Rule.
  - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** CONTRACTOR agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set the RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist the RCCFC to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if CONTRACTOR uses or maintains electronic health records. CONTRACTOR shall:
    - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
    - (2) Within fifteen (15) days of receiving a written request from the RCCFC, provide to the RCCFC or any individual as directed by the RCCFC information collected in accordance with this section to permit the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
    - (3) Make available for the RCCFC information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event the RCCFC discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the RCCFC ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that CONTRACTOR creates, receives, maintains, or transmits on behalf of the RCCFC in accordance with 45 CFR §164.308, §164.310, and §164.312;
  - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

- C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by CONTRACTOR'S workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of CONTRACTOR agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to the RCCFC any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, CONTRACTOR shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify the RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
    - (1) **Breaches treated as discovered.** A breach is treated as discovered by CONTRACTOR as of the first day on which such breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of CONTRACTOR (determined in accordance with the federal common law of agency).
    - (2) **Content of notification.** The written notification to the RCCFC relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:
      - (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired, used or disclosed during the breach;
      - (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
      - (c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
      - (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
      - (e) A brief description of what CONTRACTOR is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
      - (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

- B. **Cooperation.** With respect to any breach of unsecured PHI reported by CONTRACTOR, CONTRACTOR shall cooperate with the RCCFC and shall provide the RCCFC with any information requested by the RCCFC to enable the RCCFC to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, CONTRACTOR shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to the RCCFC not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If CONTRACTOR delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, CONTRACTOR shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the CONTRACTOR'S failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, CONTRACTOR agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish CONTRACTOR'S obligations to indemnify, defend and hold harmless the RCCFC under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when the RCCFC, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, 'unauthorized' has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
  - (1) CONTRACTOR agrees to assist the RCCFC to fulfill its reporting obligations to affected patients and to the California Department of Public Health ('CDPH') in a timely manner under the California Health & Safety Code §1280.15.
  - (2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two business days after CONTRACTOR detects such incident. CONTRACTOR further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term 'breach' as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

**9. Hold Harmless/Indemnification.**

- A. CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of the RCCFC and the County of Riverside, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.
- C. The specified insurance limits required in the Contract of this Addendum shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the RCCFC and the County of Riverside herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Contract of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by the RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside, is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

## **Termination.**

- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Contract and will provide grounds for terminating this Addendum and the Contract with or without an opportunity to cure the breach, notwithstanding any provision in the Contract to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- (1) Terminate the Contract and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
  - (2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Contract and this Addendum.
  - (3) If termination of the Contract is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

- (1) Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by the RCCFC, destroy all PHI and/or ePHI received from the RCCFC, or created or received by the CONTRACTOR on behalf of the RCCFC, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the RCCFC. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- (2) In the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to the RCCFC of the conditions that make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as the CONTRACTOR maintains such PHI and/or ePHI.

## **11. General Provisions.**

- A. **Retention Period.** Whenever CONTRACTOR is required to document or maintain documentation pursuant to the terms of this Addendum, CONTRACTOR shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the RCCFC to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of CONTRACTOR under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

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

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



6. **23-35:** Approve and Ratify Contract with Rady's Children's Hospital for HealthySteps Sustainability Services from July 1, 2023 - December 31, 2024 (**CONTRACT NO.CF24102**) [**\$1,059,663 PROP 10 FUNDS**] **165**





**AGENDA ITEM:** 23-35

**DATE OF MEETING:** July 17, 2023

**ACTION:** ☒

**INFORMATION:** ☐

**APPROVE AND RATIFY CONTRACT WITH RADY CHILDREN'S HOSPITAL FOR  
HEALTHYSTEPS SUSTAINABILITY SERVICES (CONTRACT NO. CF24102)  
FROM JULY 1, 2023 – DECEMBER 31, 2024  
[\$1,059,663 - PROP 10 FUNDS]**

**SUMMARY OF REQUEST**

Approve and Ratify Contract No. CF24102 with Rady Children's Hospital for an amount not to exceed \$1,059,663 effective July 1, 2023 – December 31, 2024, for the HealthySteps Sustainability Program inclusive of an option for a 6-month extension based on Commission approval of additional funding.

**BACKGROUND**

In September 2018, the Commission approved funding to support the pilot of HealthySteps (Action item No. 18-30), which included Rady Children's Hospital. Funding for this project period will support the continuance of the HealthySteps program to allow sustainability efforts to come to full fruition in order to make the program self-sustaining by utilizing billable services.

Funding will change from fully funded HealthySteps Specialist positions to a cost-share model supporting the sustainability of the HealthySteps program, without First 5 Riverside County funding, as volume and encounters for the pediatric population increase at each site and set goals are met.

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

**HEALTHYSTEPS MODEL**

HealthySteps demonstrates positive outcomes for children, their families, and the physicians and practices that serve them. Children who participate in HealthySteps are more likely to attend well-child visits on time and to receive timely vaccines and screenings. Parent participants are more likely to receive information on community resources and services; provide infants with age-appropriate nutrition; adhere to child safety guidelines; use positive parenting strategies and engage in early literacy-enhancing practices with their children. HealthySteps parents also report higher levels of satisfaction with their pediatric care than non-participating parents. In addition, HealthySteps has enhanced the experiences of providers, with physicians reporting that the model fosters a team-based approach to care and enhances their ability to meet the needs of

children and families. Essentially, HealthySteps drives population health because it strategically and inexpensively tailors care, focusing resources on improving the experience and behaviors of parents, providers' care, and broadening services that positively impact children and families.

## **RECOMMENDED ACTION**

That the Commission:

1. Approve and Ratify Contract No. CF24102 with Rady Children's Hospital - for an amount not to exceed \$1,059,663, effective July 1, 2023 – December 31, 2024, 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. CF24102, on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract without requiring further action from the Commission.

## **BUDGET IMPACT**

Adequate appropriation has been included in the approved FY 23/24 budget to support funding for this initiative (938001-25800-92945-527980).

## **STRATEGIC PLAN RELEVANCE**

Goal Area 2: Comprehensive Health and Development (92945)

## **POTENTIAL CONFLICTS OF INTEREST**

None Known

## **ATTACHMENTS**

1. CF24102 A0-Rady Children's Hospital-HealthySteps Contract

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

RCCFC AWARD: **CF24102**

CONTRACTOR: **Rady Children's Hospital San Diego**

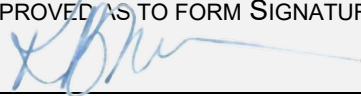
CONTRACT TERM: **07/01/2023 – 12/31/2024**

MAXIMUM REIMBURSABLE AMOUNT: **\$1,059,663**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed **\$1,059,663**

**Compensation:** The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed **\$1,059,663** as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10, to provide services and results as set forth in Attachments A, B, C and D attached hereto as incorporated herein by reference, subject to the following terms and conditions:

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

| Authorized Signature for COMMISSION:                                                                                  | Authorized Signature for CONTRACTOR:                                         |
|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
|                                                                                                                       |                                                                              |
| Tammi Graham, Executive Director                                                                                      | Nicholas Holmes M.D., Senior Vice President and COO and Authorized Signatory |
| Date Signed:                                                                                                          | Date Signed:                                                                 |
| 585 Technology Court<br>Riverside, CA 92507-2423                                                                      | 3020 Children's Way<br>Riverside, CA 92562                                   |
| APPROVED AS TO FORM SIGNATURE:<br> | ATTEST SIGNATURE:                                                            |
| Kristine Bell-Valdez<br>Supervising Deputy County Counsel                                                             | Lynn M. Stephens<br>Executive Assistant IV                                   |
| Date Signed: 7/05/23                                                                                                  | Date Signed:                                                                 |

## **RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION**

### **CONTRACT TERMS AND CONDITIONS**

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## Terms and Conditions

### 1. NOTICES

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

**COMMISSION:**

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

**CONTRACTOR:**

Nicholas Holmes M.D.  
3020 Children's Way  
Riverside, CA 92562

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

### 2. SOURCE AND SCOPE OF CONTRACT

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

### 3. DEFINITIONS

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

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

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

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

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

**Executive Director:** The designated lead director of the Commission.

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

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

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



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

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

#### **4. TERM**

The term of this Contract shall be from **07/01/2023** through **06/30/2024** unless terminated sooner by the provisions herein by either party. At the end of the initial term, parties have one option to extend the contract for six (6) months for a budget amount to be negotiated. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

#### **5. COMPLIANCE, DISALLOWANCE, WITHHOLDING**

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

#### **6. TERMINATION**

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

##### **1. Termination for cause:**

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

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

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

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

## **7. REQUIREMENT OF SUPPLEMENTING PROGRAM**

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

## **8. DATA MANAGEMENT**

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

## **9. SCOPE OF WORK (SOW)**

- A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.

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

## **10. REIMBURSEMENT OF COSTS**

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

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

## **11. FISCAL AND PROGRAM REPORTING REQUIREMENTS**

### **A. Fiscal Reporting**

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4<sup>th</sup> quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on

a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

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

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

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

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

#### **B. Program Reporting**

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

#### **C. Monthly Reporting**

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

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

#### **D. Quarterly and Annual Reporting**

CONTRACTOR shall submit Program Progress Reports (PPR) which includes quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in the SOW and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course

corrections, client success stories, sustainability and public awareness/policy change activities for the quarter. CONTRACTOR is required by the COMMISSION to complete and submit Program Progress Reports electronically via the COMMISSION'S data management system.

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

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

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

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

## **12. REIMBURSEMENT OF FUNDS TO THE COMMISSION**

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

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

## **13. COMMISSION FISCAL REQUIREMENTS**

### **A. Budget Revisions**

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

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

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

## **B. Amendments**

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

## **C. Cost Allocation Plan**

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

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

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

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

## **D. Overhead/Indirect Costs**

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.
2. Indirect cost percentage rate included in the Budget, to this Contract, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.
3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.
4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated

with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

**E. Revenues Received**

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

**F. Payroll Taxes**

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

**G. Payor of Last Resort**

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

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

**14. CONTRACTOR AUDIT REQUIREMENTS**

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

## **15. INVENTORIABLE EQUIPMENT**

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

## **16. REVERSION OF ASSETS**

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

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



personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

#### **17. TOBACCO CONTROL POLICY**

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

#### **18. CONDUCT OF BUSINESS**

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

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

CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

- K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

## **19. RECORDS MANAGEMENT AND MAINTENANCE**

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

This requirement includes:

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

## **20. PUBLIC DISCLOSURE OF DOCUMENTS**

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

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

- A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the

duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

- B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.
- C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.
- D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

## **22. GOVERNING LAW AND VENUE**

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

## **23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES**

- A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.
- B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

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

#### **24. PUBLICITY AND ATTRIBUTION REQUIREMENTS**

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

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

"Funded in part by First 5 Riverside County"

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

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

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

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

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

## **25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY**

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

## **26. WORK PRODUCT**

- A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.
- B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

## **27. NON-DISCRIMINATION**

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

## **28. CHILD ABUSE REPORTING**

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

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

## **29. DEPARTMENT OF JUSTICE CLEARANCE**

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

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

## **30. ADULT AND ELDER ABUSE REPORTING**

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

### **31. INDEPENDENT CONTRACTOR**

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

### **32. HOLD HARMLESS/INDEMNIFICATION**

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

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

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

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

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

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

### **33. INSURANCE**

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

#### **Workers' Compensation:**

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

#### **Commercial General Liability:**

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

#### **Vehicle Liability:**

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

#### **Professional Liability Insurance:**

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

#### **General Insurance Provisions - All lines:**

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



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

Adjustment and/or Waiver of Requirements:

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

**34. ASSIGNMENT**

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

**35. ALTERATION AND/OR AMENDMENT**

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

**36. CONFLICT OF INTEREST**

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

**37. WAIVER AND SEVERABILITY**

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

**38. DISALLOWANCE**

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

**39. OFFICIAL DOCUMENTS**

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

#### **40. ENTIRE CONTRACT**

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

#### **41. NONEXCLUSIVE CONTRACT**

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

#### **42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT**

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

#### **43. COMPLIANCE WITH LAW**

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

#### **44. CONFLICTS IN INTERPRETATION**

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

#### **45. COUNTERPARTS**

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

## ATTACHMENT A: SCOPE OF WORK

**Contractor:** Rady Children's Hospital San Diego

**Program:** HealthySteps

**Geographical Region:** Murrieta, Hemet, and Temecula

**Contract #:** CF24102

**Term:** 07/01/2023 – 12/31/2024

**Strategic Goal Area:** Comprehensive Health and Development (Goal 2)

### Program Overview:

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

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

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

**Tier 3 services** are received by families who are most at risk, which include all Tier 1 and Tier 2 services, and ongoing, preventative team-based well-child visits conducted at the practice or at the family's home.

Major aspects of HealthySteps include:

- Enhanced well-child care: Well-child office appointments, conducted jointly or sequentially by a pediatrician, family physician, or nurse practitioner, and a HealthySteps Specialist (HSS), are designed to answer parents' questions about child development; to identify and respond to 'teachable moments;' and to encourage early reading activities as part of the Reach Out and Read Program.
- Child development telephone information line: HSS at each site staff a telephone line to answer parents' questions about day-to-day worries and developmental concerns.
- Child development and family health check-ups: Check-ups with developmental assessments are conducted to detect signs of developmental or behavioral problems and to identify family health risks.

- Written materials for parents that emphasize prevention and health promotion: Parents receive materials prior to and during office visits that address medical, developmental, and practical topics. Parents also receive a Child Health and Development Record that chronicles immunizations, physical growth, developmental milestones, and parental concerns through age 18.
- Linkages to community resources: The HSS at each site compile a book listing community resources. At some sites, HSS have developed a bulletin board in the practice that displays a variety of information pertinent to child development and community resources.

#### Healthy Steps Specialist

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

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

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

On-going preventative team-based well-child visits **Screenings and Assessments**

RUHS will perform screening and assessments of the following types:

- **Maternal Depression** – Edinburgh Postnatal Depression Scale (EPDS) or Patient Health Questionnaire (PHQ)-2/9
- **Family Needs** – HealthySteps Family Needs Questionnaire or similar tool
- **Developmental Screening** – Ages and Stages Questionnaire, Third Edition (ASQ-3) or Parents' Evaluation of Developmental Status – Developmental Milestones (PEDS-DM)
- **Social-Emotional/Behavioral Screening** – Ages and Stages Questionnaire: Social-Emotional, Second Edition (ASQ-SE2) or Baby Pediatric Symptom Checklist (BPSC)
- **Autism Screening** – Modified Checklist for Autism in Toddlers, Revised with Follow-up (M-CHAT-R/F) or Parent's Observations of Social Interactions (POSI)
- **Adverse Childhood Experience Screening** – PEARLS (Pediatric ACEs and Related Life-Events)

Children and caregivers will receive screenings and assessments following the recommendations from the Bright Futures/American Academy of Pediatrics (AAP) Periodicity Schedule (April 2017). See Table 1 for the screening/assessment schedule.

**Table 1: Screening and Assessment Schedule**

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

\*: HealthySteps

Family

Needs

Questionnaire

\*\*.: Developmental Surveillance for 36-month screening

- This schedule is base on the recommendations contained in the Bright Futures/AAP Periodicity Schedule (April 2017).

### Sustainability

First 5 Riverside County (F5RC) invests in evidence-based models, such as HealthySteps (HS or Program) that can become sustainable and scalable over time, thus transitioning from funding direct services to enhancing service delivery to the ultimate goal of systems and policy change. Sustainability of the HS program will be achieved through various billing opportunities, increasing the pediatric population served at each site, and partnership with local managed-care plans. Contractor will report Profit and Loss data related to the Program. Financial reporting will include reconciliation for billable services, number of patients seen for billable Tier 1, 2, and 3 visits, as well as a breakdown of net revenue, expenses (HealthySteps Specialists' (HSS) salaries and benefits), and Profit/Loss.

The funding model of this contract will change from fully funded to a cost-share model determined by the completion of 6-month milestones. At the completion of the pilot ending December 31, 2024, the goal is for the Program to be sustainable without F5RC funding. The contractor shall report monthly revenue in F5RC's data system and participate in a mid-year reconciliation of revenue received by the HealthySteps Specialists for billable services, and any other funding source which will be used to reduce/offset the funding requirement of the current sites. At the end of the initial one-year term of the contract budget one (1) option to allocate additional funds for the remaining 6 months of the contract will be negotiated and presented to the Riverside County Children and Families Commission for approval. F5RC funding for the three sites funded through this pilot will not continue past this extension.

Funding for the Patient Access Representative position is approved contingent upon Contractor's participation in HealthySteps Learning Collaboratives, where knowledge and understanding of billing practices, system development and strategies are shared with others interested in implementing the HS model. The funding for this position will be offset by the revenue generated by the billable services.

Contractor will continue to collaborate with Health Management Associates (HMA), the Zero to Three National Office, and Inland Empire Health Plan (IEHP) on expansion and sustainability strategies, participate in HealthySteps Learning Collaboratives by Health Management

Associates in partnership with F5RC, focusing on long-term sustainability planning and billing opportunities in connection with IEHP and Medi-Cal funding for the program. The aim of this cooperation is to ensure understanding of and leverage billing opportunities (such as Enhanced Care Management, Dyadic Care, Community Health Workers) available through Medi-Cal and other funders/insurance to support the program.

### **Expansion**

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

### **Sustainability Milestones**

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

#### **Months 1-6:**

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

#### **Months 7-12:**

Provide documentation demonstrating an increased percentage of HS visits covered by Medi-Cal from the previous 6-month period. Participate in a mid-year reconciliation of revenue received by the HSS for billable services and any other funding source which will be used to reduce/offset the F5RC funding for the contract.

### **Cross Systems Integration - Opportunities**

To drive cross-system integration and improve collaborative supports that result in community benefits, partners with shared outcomes play a key role in participating in the F5RC-endorsed initiatives noted below.

Benefits may include:

1. Care and support for the right person, in the right place, and at the right time;
2. Enhanced access to programs and support;
3. Improved life chances; and
4. Prevention and early intervention.

As these initiatives expand and impact service areas, there will be an opportunity to intentionally connect families to more comprehensive systems of care.

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

Strengthening Families (SF)<sup>TM</sup> is a research-informed approach to increase family strengths, enhance child development, and reduce the likelihood of child abuse and neglect. It is based on engaging families, programs, and communities in building five protective factors that reduce stress in families and help to prevent child abuse and neglect. The HealthySteps Family Needs Questionnaire takes this approach. At the same time, partners must follow F5RC protocols for the use of the SF approach.

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

Quality Start Riverside County (QSRC) is an innovative approach for early learning programs to identify and implement some of the principles of quality early learning experiences for children. The goal of this approach is: to help children 0 through 5 years of age and their families thrive, by increasing the number of high-quality early learning settings. As this initiative continues to evolve, the Contractor will collaborate with F5RC to develop potential partnerships and opportunities established by the Riverside County QRIS Consortia in which QSRC can begin to be embedded in program delivery throughout Riverside County.

F5RC Home Visiting programs are evidence-based models supporting parents and parents-to-be with strategies to provide a nurturing and safe environment where children are healthy, safe, and secure. Home visiting focuses on strengthening and supporting families by building relationships, teaching problem-solving skills, encouraging positive parent-child relationships, supporting early child growth and development, and specialized training for children with special needs. As a two-generation approach, home visiting has the potential to improve outcomes across a range of domains, such as child health, school readiness, parent economic self-sufficiency, and parenting practices. When appropriate, funded partners will provide families with referrals to F5R Home Visiting programs. With a systems approach, funded partners will build relationships in the community through the Family Resource Centers, community hubs, and community-outreach events, connecting families with resources and referrals such as Help Me Grow and local clinics, or wherever children are seen by other health professionals.

F5RC's Family Resource Centers and Community Hubs. FRCs are a key delivery network of services and conduits for strengthening families via family-centered, community-based, and culturally sensitive services that include cross-system collaboration as a means to prevent child abuse and neglect. More specifically, FRCs play a critical role in the community serving as a trusted partner in strengthening children and families, connecting families to an array of supportive systems of care, and preventing child abuse and neglect. With a systems approach, Contractor and funded partners will build relationships with FRCs and community hubs in Riverside County to support and link families to a variety of resources, services, activities, and referrals such as HMG-IE and local clinics, or wherever other health professionals see children. When appropriate, the HealthySteps Specialist may also participate in community outreach events and provide families with information and services on-site at Family Resource Centers and community hubs to meet families where they live, provide engagement, and promote the HealthySteps Program.

### **Zero to Three National Office (ZTT) Annual Report**

Contractor will attach a copy of their annual ZTT HS report as an attachment to the invoice of the period in which it is submitted to ZTT. If required, parties will work together to execute a tri-party agreement between F5RC, Contractor and ZTT by October 31, 2023.



| Major Objectives                                                | Major Functions, Tasks, and Activities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Performance Measures and/or Deliverables                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Targets                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| <b><u>Enhanced Well Child Care, Referrals, and Linkages</u></b> | <p>Rady will employ 9 (FTE) HealthySteps Specialists (HSS) to provide Enhanced Well Child Care that will work in tandem with Physician Champion to provide:</p> <ul style="list-style-type: none"> <li>• Tailored guidance and referrals,</li> <li>• On-demand support between visits, and</li> <li>• Care coordination and home visits when needed.</li> </ul> <p>All children and caregivers receive Tier 1 services:</p> <ul style="list-style-type: none"> <li>• Child developmental, social-emotional &amp; behavioral screening</li> <li>• Screening for family needs (maternal depression, other risk factors, social determinants of health)</li> <li>• Child Development support line (phone, text, email, online)</li> </ul> | <p>Rady will engage the eight (8) core components of the evidence based HealthySteps model:</p> <ol style="list-style-type: none"> <li>1. Child development, social-emotional &amp; behavioral screening</li> <li>2. Screening for family needs (i.e., maternal depression, other risk factors, social determinants of health)</li> <li>3. Child development support line with responses within a maximum of 3 days (e.g., phone, text, email, online portal)</li> <li>4. Child developmental &amp; behavioral consults</li> <li>5. Care coordination &amp; systems navigation</li> <li>6. Positive parenting guidance &amp; information</li> <li>7. Early learning resources</li> <li>8. On-going preventative team-based well-child visits</li> </ol> | <p>For FYs 2023/2024 Rady will submit aggregate client data for each of the targets below. Data will be submitted monthly/quarterly (Due by the 30<sup>th</sup>) by the 20<sup>th</sup> of the month. This due date may be modified by First 5 Riverside County for any given month.</p> <ol style="list-style-type: none"> <li>1. Rady HealthySteps program will document the number of children aged 0-3 in the practice. (Report monthly) <ol style="list-style-type: none"> <li>a. Number of visits for children 0-3</li> <li>b. Number of well-child visits 0-3</li> </ol> </li> <li>2. Rady HealthySteps program will document the number of children aged 0-3 with at least one completed developmental screen. (Report quarterly) <ol style="list-style-type: none"> <li>a. Number of children 0-3 with identified developmental concerns</li> </ol> </li> <li>3. Rady HealthySteps program will document the number of children aged 0-3 with at least one completed social-emotional/behavioral screen. (Report quarterly) <ol style="list-style-type: none"> <li>a. Number of children with identified social-emotional/behavioral concerns</li> </ol> </li> <li>4. Rady HealthySteps program will document the number of children aged 0-3 with at least one completed autism screen. (Report quarterly) <ol style="list-style-type: none"> <li>a. Number of children identified as being at-risk for autism</li> </ol> </li> <li>5. Rady HealthySteps program will document the number of children aged 0-3 whose mothers had at least one completed maternal depression screen. (Report quarterly)</li> <li>6. Rady HealthySteps program will document the number of children aged 0-3 with at least one family member screened for each of the following key needs listed (Food insecurity, housing stability or homelessness, utility needs, transportation needs,</li> </ol> |

| Major Objectives | Major Functions, Tasks, and Activities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Performance Measures and/or Deliverables | Targets                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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|                  | <p>Tier 2 services for mild concerns include the addition of the following short-term supports:</p> <ul style="list-style-type: none"> <li>• Child development &amp; behavior consults</li> <li>• Care coordination/case management &amp; systems navigation</li> <li>• Positive parenting guidance &amp; information</li> </ul> <p>Tier 3 services for the most at-risk families include the addition of the following comprehensive services:</p> <ul style="list-style-type: none"> <li>• Ongoing, preventative team-based well-child visits at the clinic or via home visitation.</li> </ul> |                                          | <p>interpersonal safety, substance misuse, tobacco use). (Report quarterly)</p> <ol style="list-style-type: none"> <li>7. Number of children/family dyad receiving an annual ACEs/PEARLS screening (100% implementation by year 1)</li> <li>8. Rady HealthySteps program will document the number of children aged 0-3 who received Tier 2 services. (Report monthly)               <ol style="list-style-type: none"> <li>a. Number of unique children and/or family dyads who received developmental or behavioral health consultation(s) by the Healthy Steps Specialist (HSS).</li> <li>b. Number of visits (children and/or family dyads) who have a developmental or behavioral health consultation by the Healthy Steps Specialist (HSS).</li> <li>c. Number of children/family dyads that are referred to an external provider for developmental and/or behavioral health concerns.</li> <li>d. Number and percent of children/family dyads referred to Help Me Grow for connection to community agencies/resources (per HMGOC generated reporting).</li> </ol> </li> <li>9. Rady HealthySteps program will serve 1800-2400 children aged 0-3 using the HealthySteps approach with Tier 3 services, on an annual basis. (Report monthly)</li> <li>10. Rady HealthySteps program will document the number of mothers with children aged 0-3 receiving Tier 3 services. (Report monthly)               <ol style="list-style-type: none"> <li>a. Number of "most at risk" children and/or family dyads who received 1:1 counseling by the HSS.</li> <li>b. Number of "most at risk" children and/or family dyads who are referred to an external agency for diagnosis/treatment of developmental or behavioral concerns</li> </ol> </li> <li>11. Rady HealthySteps program will document the number of children aged 0-3 receiving Tier 3</li> </ol> |

| Major Objectives                         | Major Functions, Tasks, and Activities                                                                                                                            | Performance Measures and/or Deliverables                                                                                                                                                                                                                                                                                                                                                                                                    | Targets                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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|                                          |                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>services who received at least one ongoing, preventative team-based Well Child Visit. (Report quarterly)</p> <p><b>12.</b> Rady HealthySteps program will document the number of children aged 0-3 receiving Tier 3 services whose primary caregiver received a referral for each of the following services: (Early Intervention services (Part C), Early Care and education (e.g., childcare, Early Head Start, preschool, etc.), Child mental health (including parent/child didactic treatment). (Report quarterly)</p> <p><b>13.</b> Rady HealthySteps program will document the number of mothers with children aged 0-3 receiving Tier 3 services who received a referral for maternal depression services. (Report quarterly)</p> <p><b>14.</b> Rady HealthySteps program will document the number of children aged 0-3 receiving Tier 3 services with a primary caregiver who received a referral (internal or external) to any other services not captured in any other target. (Home visiting, lactation, food-related, financial assistance, housing assistance, transportation assistance, intimate partner violence, substance use / addiction counseling / treatment, smoking cessation counseling/treatment, adult health care, family planning, adult education, job training or employment, other). (Report quarterly)</p> |
| <b><u>Screenings and Assessments</u></b> | Children and caregivers will receive screenings and assessments based upon the following age schedule:<br>1-month<br>2-months<br>4-months<br>6-months<br>9-months | <p>Rady will perform screening and assessments of the following types:</p> <ul style="list-style-type: none"> <li>• <b>Maternal Depression</b> – Edinburgh Postnatal Depression Scale (EPDS) or Patient Health Questionnaire (PHQ)-2/9</li> <li>• <b>Family Needs</b> – HealthySteps Family Needs Questionnaire or similar tool</li> <li>• <b>Developmental Screening</b> – Ages and Stages Questionnaire, Third Edition (ASQ-3)</li> </ul> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

| Major Objectives | Major Functions, Tasks, and Activities                                                                                                                                                                                                                           | Performance Measures and/or Deliverables                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Targets |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
|                  | <p>12-months<br/>15-months<br/>18-months<br/>24-months<br/>30-months<br/>36-months</p> <p>Recommendations are based on Bright Futures/American Academy of Pediatrics (AAP) Periodicity Schedule (April 2017).</p> <p>See Table 1 for additional information.</p> | <p>or Parents' Evaluation of Developmental Status – Developmental Milestones (PEDS-DM)</p> <ul style="list-style-type: none"> <li>• <b>Social-Emotional/Behavioral Screening</b> – Ages and Stages Questionnaire: Social-Emotional, Second Edition (ASQ-SE2) or Baby Pediatric Symptom Checklist (BPSC)</li> <li>• <b>Autism Screening</b> – Modified Checklist for Autism in Toddlers, Revised with Follow-up (M-CHAT-R/F), Parent's Observations of Social Interactions (POSI), or Communication and Symbolic behavior Scales (CSBS)</li> <li>• Adverse Childhood Experience Screening – PEARLS (Pediatric ACEs and Related Life-Events)-100% implementation by year 1</li> </ul> <p>See screening/assessment schedule, Table 1. Recommendations are based on Bright Futures/AAP Periodicity Schedule (April 2017).</p> <p>Annual reporting data submitted to Zero to Three will be shared with First 5 Riverside within 30 days of submission.</p> |         |

|                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| <p><b><u>Long-term Sustainability/ Public Awareness / Policy Change</u></b></p> <p>Agency will develop a long-term sustainability plan outlining how the program will be maintained after First 5 Riverside funding ends.</p> <p>Agency will initiate policy changes which enable stakeholder buy-in and cultural shifts at the community, family, and parent/caregiver levels.</p> | <ul style="list-style-type: none"> <li>• Maintain partnerships to leverage funding from other sources and continue the program beyond the funding cycle.</li> <li>• Promote HealthySteps at Community Forums, Joint Operational Meetings, and channel through the Family Resource Centers.</li> <li>• Collaborate with Health Management Associates (HMA), the Zero to Three National Office, and Inland Empire Health Plan (IEHP) on expansion and sustainability strategies.</li> <li>• Participate in HealthySteps Learning Collaborative series presented by Health Management Associates in partnership with First 5 Riverside County focusing on long term sustainability plan</li> </ul> | <p>Improve family functioning and improve lives of children and families in Riverside County.</p> | <p>Report and demonstrate long-term sustainability, public awareness, and policy change activities in the Performance Narrative quarterly reports. For existing sites and upon implementation of new sites, reporting milestones include:</p> <p><b>Months 1-6:</b><br/>Develop a plan with health plan partners and First 5 to leverage billing opportunities available through Medi-Cal to support the program.<br/>The plan shall include a report on what percentage of the HS program is covered by Medi-Cal, what codes are being used and forecast recovery revenue for the remainder of the contracting period.</p> <p><b>Months 7-12:</b><br/>Provide documentation demonstrating an increased percentage of HealthySteps visits covered by Medi-Cal from the previous 6-month period</p> |
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| Major Objectives | Major Functions, Tasks, and Activities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Performance Measures and/or Deliverables | Targets |
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|                  | <p>and billing opportunities in connection with IEHP engagement.</p> <ul style="list-style-type: none"> <li>• Engage in 6-month assessment of funding levels based on long term sustainability plan to reduce cost of contract.</li> <li>• Policies will be reviewed and shall be inclusive of the HealthySteps program; develop referral procedures for providers and families to access the service.</li> <li>• Work with Medi-Cal health plans and First 5 to ensure understanding of and leverage billing opportunities available through Medi-Cal to support the program such as Enhanced Care Management, Dyadic Care, Community Health Workers.</li> <li>• As HealthySteps evolves, Rady is identified as a critical partner in</li> </ul> |                                          |         |

| Major Objectives | Major Functions, Tasks, and Activities                                | Performance Measures and/or Deliverables | Targets |
|------------------|-----------------------------------------------------------------------|------------------------------------------|---------|
|                  | this systems approach and will participate in stakeholder convenings. |                                          |         |

## ATTACHMENT B: BUDGET

**Budget Start Date: 07/01/2023**

**Budget End Date: 06/30/2024**

**Total Amount: \$1,059,663**

| FY 23/24         |                    |              |            |            |            |
|------------------|--------------------|--------------|------------|------------|------------|
| Category         | Description        | Total        | Murietta   | Temecula   | Hemet      |
| Salaries         | Salaries           | \$ 673,080   | \$ 212,429 | \$ 139,450 | \$ 321,201 |
| Benefits         | Benefits           | \$ 188,463   | \$ 59,481  | \$ 39,046  | \$ 89,936  |
| Operational Cost | Telecommunications | \$ 6,720     | \$ 2,688   | \$ 1,344   | \$ 2,688   |
| Operational Cost | Mileage            | \$ 3,000     | \$ 1,250   | \$ 500     | \$ 1,250   |
| Operational Cost | Supplies           | \$ 5,000     | \$ 2,000   | \$ 1,000   | \$ 2,000   |
| Operational Cost | Equipment          | \$ 2,500     | \$ 1,000   | \$ 500     | \$ 1,000   |
| Operational Cost | Outside Training   | \$ 5,000     | \$ 2,000   | \$ 1,000   | \$ 2,000   |
| Operational Cost | Purchased Services | \$ 4,350     | \$ 1,700   | \$ 950     | \$ 1,700   |
| Operational Cost | Huron              | \$ 6,300     | \$ 2,520   | \$ 1,260   | \$ 2,520   |
| Operational Cost | Epic Report Writer | \$ 6,300     | \$ 2,520   | \$ 1,260   | \$ 2,520   |
| Subtotal         |                    | \$ 900,713   | \$ 287,588 | \$ 186,310 | \$ 426,815 |
| Indirect Cost    | 15% of Total Cost  | \$ 158,950   | \$ 50,751  | \$ 32,878  | \$ 75,321  |
| Total            |                    | \$ 1,059,663 | \$ 338,339 | \$ 219,188 | \$ 502,136 |



## ATTACHMENT C: PAYMENT PROVISIONS

### A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **\$1,059,663** for the duration of the Contract period as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

CONTRACT PERIOD: **07/01/2023 – 06/30/2024**

#### 1. Method, Time, and Schedule Conditions of Payment

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

#### 2. Allowable Costs

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

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

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

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

#### **ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY**

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

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

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

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

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

## ATTACHMENT E: BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the 'Addendum') supplements and is made part of (Contract CF24102 'Contract') between the RCCFC and Rady Children's Hospital San Diego ('CONTRACTOR') and shall be effective as of the date the Contract is approved by both Parties (the 'Effective Date').

### RECITALS

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

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

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

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

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. 'Breach' when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is

presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification.
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and,
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
  - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which the RCCFC participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
  - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. 'Business associate' has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. 'Data aggregation' has the meaning given such term in 45 CFR §164.501.
- D. 'Designated record set' as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. 'Electronic protected health information' ('ePHI') as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. 'Electronic health record' means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. 'Health care operations' has the meaning given such term in 45 CFR §164.501.
- H. 'Individual' as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. 'Person' as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

- J. 'Privacy Rule' means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.
- K. 'Protected health information' ('PHI') has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. 'Required by law' has the meaning given such term in 45 CFR §164.103.
- M. 'Secretary' means the Secretary of the U.S. Department of Health and Human Services 22 ('HHS').
- N. 'Security incident' as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. 'Security Rule' means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.
- P. 'Subcontractor' as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. 'Unsecured protected health information' and 'unsecured PHI' as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

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

- A. Except as otherwise provided in this Addendum, CONTRACTOR may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of CONTRACTOR under the Contract or to perform functions, activities or services for, or on behalf of, the RCCFC as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), CONTRACTOR may:
  - (1) Use PHI and/or ePHI if necessary for CONTRACTOR'S proper management and administration and to carry out its legal responsibilities; and,
  - (2) Disclose PHI and/or ePHI for the purpose of CONTRACTOR'S proper management and administration or to carry out its legal responsibilities, only if:
    - (a) The disclosure is required by law; or,
    - (b) CONTRACTOR obtains reasonable assurances, in writing, from the person to whom CONTRACTOR will disclose such PHI and/or ePHI that the person will:
      - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which CONTRACTOR disclosed it to the person, or as required by law; and,
      - (ii) Notify CONTRACTOR of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - (3) Use PHI to provide data aggregation services relating to the health care operations of the RCCFC pursuant to the Contract or as requested by the RCCFC; and,
  - (4) De-identify all PHI and/or ePHI of the RCCFC received by CONTRACTOR under this Addendum provided that the de-identification conforms to the requirements of the

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

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

### **3. Prohibited Uses and Disclosures.**

- A. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Contract or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from the RCCFC.
- B. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from the RCCFC or from another business associate of the RCCFC, except as permitted or required by this Addendum, or as required by law.
- C. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the RCCFC would be prohibited from making.
- D. CONTRACTOR shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - (1) Not to use or disclose PHI for fundraising, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - (2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - (3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - (4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Contract and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by the RCCFC to CONTRACTOR for services provided pursuant to the Contract.

### **4. Obligations of the RCCFC.**

- A. The RCCFC agrees to make its best efforts to notify CONTRACTOR promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by the RCCFC that may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.
- B. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.
- C. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI and/or ePHI.

- D. The RCCFC agrees not to request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
  - E. The RCCFC agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its obligations under this Addendum and/or Contract.
5. **Obligations of CONTRACTOR.** In connection with the use or disclosure of PHI and/or ePHI, CONTRACTOR agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
  - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. CONTRACTOR shall promptly notify the RCCFC if CONTRACTOR is required by law to disclose PHI and/or ePHI.
  - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
  - D. Mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.
  - E. Report to the RCCFC any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
  - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the CONTRACTOR agree through contract to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
  - G. Make available to the RCCFC, the Secretary, in the time and manner designated by the RCCFC or Secretary, CONTRACTOR'S internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the RCCFC, or created or received by CONTRACTOR on behalf of the RCCFC, for purposes of determining, investigating or auditing CONTRACTOR'S and/or the RCCFC's compliance with the Privacy Rule.
  - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
  - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which CONTRACTOR shall promptly notify the RCCFC upon CONTRACTOR'S receipt of such request from a third party.
  - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by the County of Riverside), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by the RCCFC.



- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
  - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - M. Comply with the requirements of the Privacy Rule that apply to the RCCFC to the extent CONTRACTOR is to carry out the RCCFC's obligations under the Privacy Rule.
  - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** CONTRACTOR agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set the RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist the RCCFC to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if CONTRACTOR uses or maintains electronic health records. CONTRACTOR shall:
    - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
    - (2) Within fifteen (15) days of receiving a written request from the RCCFC, provide to the RCCFC or any individual as directed by the RCCFC information collected in accordance with this section to permit the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
    - (3) Make available for the RCCFC information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event the RCCFC discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the RCCFC ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that CONTRACTOR creates, receives, maintains, or transmits on behalf of the RCCFC in accordance with 45 CFR §164.308, §164.310, and §164.312;
  - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

- C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by CONTRACTOR'S workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of CONTRACTOR agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to the RCCFC any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, CONTRACTOR shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify the RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
    - (1) **Breaches treated as discovered.** A breach is treated as discovered by CONTRACTOR as of the first day on which such breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of CONTRACTOR (determined in accordance with the federal common law of agency).
    - (2) **Content of notification.** The written notification to the RCCFC relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:
      - (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired, used or disclosed during the breach;
      - (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
      - (c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
      - (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
      - (e) A brief description of what CONTRACTOR is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
      - (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

- B. **Cooperation.** With respect to any breach of unsecured PHI reported by CONTRACTOR, CONTRACTOR shall cooperate with the RCCFC and shall provide the RCCFC with any information requested by the RCCFC to enable the RCCFC to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, CONTRACTOR shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to the RCCFC not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If CONTRACTOR delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, CONTRACTOR shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the CONTRACTOR'S failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, CONTRACTOR agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish CONTRACTOR'S obligations to indemnify, defend and hold harmless the RCCFC under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when the RCCFC, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, 'unauthorized' has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
  - (1) CONTRACTOR agrees to assist the RCCFC to fulfill its reporting obligations to affected patients and to the California Department of Public Health ('CDPH') in a timely manner under the California Health & Safety Code §1280.15.
  - (2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two business days after CONTRACTOR detects such incident. CONTRACTOR further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term 'breach' as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

**9. Hold Harmless/Indemnification.**

- A. CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of the RCCFC and the County of Riverside, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.
- C. The specified insurance limits required in the Contract of this Addendum shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the RCCFC and the County of Riverside herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Contract of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by the RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside, is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

## **Termination.**

- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Contract and will provide grounds for terminating this Addendum and the Contract with or without an opportunity to cure the breach, notwithstanding any provision in the Contract to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- (1) Terminate the Contract and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
  - (2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Contract and this Addendum.
  - (3) If termination of the Contract is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
- (1) Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by the RCCFC, destroy all PHI and/or ePHI received from the RCCFC, or created or received by the CONTRACTOR on behalf of the RCCFC, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the RCCFC. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
  - (2) In the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to the RCCFC of the conditions that make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as the CONTRACTOR maintains such PHI and/or ePHI.

## **11. General Provisions.**

- A. **Retention Period.** Whenever CONTRACTOR is required to document or maintain documentation pursuant to the terms of this Addendum, CONTRACTOR shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the RCCFC to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of CONTRACTOR under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

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

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

7. **23-36:** Approve and Ratify Contract with Riverside University Health System - Community Health Clinics (RUHS-CHC) for HealthySteps Expansion from July 1, 2023 - June 30, 2024 (**CONTRACT NO. CF24103**) [**\$804,802 - PROP 10 FUNDS**] **219**





AGENDA ITEM: 23-36  
DATE OF MEETING: July 17, 2023  
ACTION: ☒  
INFORMATION: ☐

**APPROVE AND RATIFY CONTRACT WITH  
RIVERSIDE UNIVERSITY HEALTH SYSTEM - COMMUNITY HEALTH CLINICS (RUHS-CHC)  
FOR HEALTHYSTEPS EXPANSION (CONTRACT NO. CF24103)  
FROM JULY 1, 2023 – JUNE 30, 2024  
[\$804,802 - PROP 10 FUNDS]**

**SUMMARY OF REQUEST**

Approve and Ratify Contract No CF24103 with Riverside University Health System – Community Health Clinics (RUHS-CHC) for an amount not to exceed \$804,802, effective July 1, 2023 – June 30, 2024, for the HealthySteps Expansion.

Funding for this project period will support expansion at three (3) additional CHC sites: Jurupa Community Health Center, Riverside Neighborhood, and Perris Community Health Center. Beginning July 1, 2024, HealthySteps will be sustained without First 5 Riverside County funding, as volume and encounters for the pediatric population increase at each site and set goals are met. This project period will allow for implementation efforts to come to fruition to make the program self-sustaining by utilizing billable services.

**BACKGROUND**

In September 2018, the Commission approved funding to support the pilot of HealthySteps (Action item No. 18-30), which included RUHS-CHC. The main campus site will continue to provide enhanced pediatric services through the HealthySteps model.

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

**HEALTHYSTEPS MODEL**

HealthySteps demonstrates positive outcomes for children, their families, and the physicians and practices that serve them. Children who participate in HealthySteps are more likely to attend well-child visits on time and to receive timely vaccines and screenings. Parent participants are more likely to receive information on community resources and services; provide infants with age-appropriate nutrition; adhere to child safety guidelines; use positive parenting strategies and engage in early literacy-enhancing practices with their children. HealthySteps parents also report higher levels of satisfaction with their pediatric care than non-participating parents. In addition,



HealthySteps has enhanced the experiences of providers, with physicians reporting that the model fosters a team-based approach to care and enhances their ability to meet the needs of children and families. Essentially, HealthySteps drives population health because it strategically and inexpensively tailors care, focusing resources on improving the experience and behaviors of parents, providers' care, and broadening services that positively impact children and families.

#### IEHP/HMA PARTNERSHIP

RUHS-CHC, in partnership with First 5 Riverside County, Health Management Associates, Inland Empire Health Plan, and Zero to Three, intends to expand the HealthySteps program into three additional Community Health Centers, Jurupa, Perris, and Riverside Neighborhood. The locations of the new HealthySteps sites were determined based on region, the pediatric population at each clinic, and the needs of the community.

#### **RECOMMENDED ACTION**

That the Commission:

1. Approve and Ratify Contract No. CF24103 with Riverside University Health System - Community Health Centers for an amount not to exceed \$804,802, effective July 1, 2023 – June 30, 2024, and authorize the Executive Director to sign the Contract on behalf of the Commission, subject to County Counsel approval as to form.
2. Authorize the Executive Director, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of Contract No. CF24103, on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract without requiring further action from the Commission.

#### **BUDGET IMPACT**

Adequate appropriation has been included in the approved FY 23/24 budget to support funding for this initiative (938001-25800-92945-527980).

#### **STRATEGIC PLAN RELEVANCE**

Goal Area 2: Comprehensive Health and Development (92945)

#### **POTENTIAL CONFLICTS OF INTEREST**

Commissioner Saruwatari

#### **ATTACHMENTS**

1. CF24103 Riverside University Health System Community Health Clinic Contract

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

RCCFC AWARD: **CF24103**

CONTRACTOR: Riverside University Health System –  
Community Health Centers

CONTRACT TERM: **07/01/2023 – 06/30/2024**

MAXIMUM REIMBURSABLE AMOUNT: **\$804,802**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed **\$804,802**.

**Compensation:** The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the “Contract”) shall not exceed **\$804,802** as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside, (hereinafter the “COMMISSION” or “COUNTY”), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10, to provide services and results as set forth in Attachments A, B, C and D attached hereto as incorporated herein by reference, subject to the following terms and conditions:

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

| Authorized Signature for COMMISSION:                                                | Authorized Signature for CONTRACTOR:                          |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------|
|                                                                                     |                                                               |
| Tammi Graham, Executive Director                                                    | Jennifer Cruikshank, Chief Executive Officer                  |
| Date Signed:                                                                        | Date Signed                                                   |
| 585 Technology Court<br>Riverside, CA 92507-2423                                    | 7888 Mission Grove Pkwy South, STE 120<br>Riverside, CA 92508 |
| APPROVED AS TO FORM SIGNATURE:                                                      | ATTEST SIGNATURE:                                             |
|  |                                                               |
| Kristine Bell-Valdez<br>Supervising Deputy County Counsel                           | Lynn M. Stephens<br>Executive Assistant IV                    |
| Date Signed: 7/05/23                                                                | Date Signed:                                                  |

## **RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION**

### **CONTRACT TERMS AND CONDITIONS**

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## Terms and Conditions

### 1. NOTICES

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

COMMISSION:

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

CONTRACTOR:

Jennifer Cruikshank, Chief Executive Officer  
Riverside University Health System  
Community Health Center  
7888 Mission Grove Pkwy South, STE 120  
Riverside, CA 92508

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

### 2. SOURCE AND SCOPE OF CONTRACT

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

### 3. DEFINITIONS

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

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

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

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

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

**Executive Director:** The designated lead director of the Commission.

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

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

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

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

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

#### **4. TERM**

The term of this Contract shall be from **07/01/2023** through **6/30/2024** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

#### **5. COMPLIANCE, DISALLOWANCE, WITHHOLDING**

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

#### **6. TERMINATION**

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

##### **1. Termination for cause:**

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



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

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

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

## **7. REQUIREMENT OF SUPPLEMENTING PROGRAM**

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

## **8. DATA MANAGEMENT**

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

## **9. SCOPE OF WORK (SOW)**

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

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

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

## **10. REIMBURSEMENT OF COSTS**

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

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

## **11. FISCAL AND PROGRAM REPORTING REQUIREMENTS**

### **A. Fiscal Reporting**

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

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

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

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

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

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

## **B. Program Reporting**

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

## **C. Monthly Reporting**

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

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

#### **D. Quarterly and Annual Reporting**

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

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

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

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

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

#### **12. REIMBURSEMENT OF FUNDS TO THE COMMISSION**

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

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

#### **13. COMMISSION FISCAL REQUIREMENTS**

##### **A. Budget Revisions**

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

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

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

## **B. Amendments**

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

## **C. Cost Allocation Plan**

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

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

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

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

## **D. Overhead/Indirect Costs**

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

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

#### **E. Revenues Received**

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

#### **F. Payroll Taxes**

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

#### **G. Payor of Last Resort**

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

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

### **14. CONTRACTOR AUDIT REQUIREMENTS**

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

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

#### **15. INVENTORIAL EQUIPMENT**

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

#### **16. REVERSION OF ASSETS**

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

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

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

#### **17. TOBACCO CONTROL POLICY**

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

#### **18. CONDUCT OF BUSINESS**

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

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



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

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

## **19. RECORDS MANAGEMENT AND MAINTENANCE**

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

This requirement includes:

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

## **20. PUBLIC DISCLOSURE OF DOCUMENTS**

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

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

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

## **22. GOVERNING LAW AND VENUE**

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

## **23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES**

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

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

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

#### **24. PUBLICITY AND ATTRIBUTION REQUIREMENTS**

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

“Made possible by funding from First 5 Riverside County”

"Funded by First 5 Riverside County"

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

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

"Financiado por Primeros 5 Riverside County"

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

"Funded in part by First 5 Riverside County"

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

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

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

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

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

## **25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY**

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

## **26. WORK PRODUCT**

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

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

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

## **27. NON-DISCRIMINATION**

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

## **28. CHILD ABUSE REPORTING**

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

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

## **29. DEPARTMENT OF JUSTICE CLEARANCE**

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

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

### **30. ADULT AND ELDER ABUSE REPORTING**

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

### **31. INDEPENDENT CONTRACTOR**

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

### **32. HOLD HARMLESS/INDEMNIFICATION**

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

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

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

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

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

- A. If CONTRACTOR is a public entity, as defined by applicable law, the COMMISSION and CONTRACTOR, to the extent that liability may be imposed on the COMMISSION by the provisions of Government Code Section 895.2, shall be liable for acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either the COMMISSION or CONTRACTOR'S, employees or representatives, performance or

omission of any act or responsibility of either party under this Contract. In the event that a claim is made against both the COMMISSION and CONTRACTOR, both parties shall cooperate in the defense of said claim and to cause insurers to do likewise.

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

### **33. INSURANCE**

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

#### **Workers' Compensation:**

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

#### **Commercial General Liability:**

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

#### **Vehicle Liability:**

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

#### **Professional Liability Insurance:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'S performance of work included within this Contract, with a limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Contract and CONTRACTOR shall purchase at his sole expense either

1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue as long as the law allows.

General Insurance Provisions - All lines:

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



- (5) years; the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverage currently required herein, if in the COUNTY Risk Manager's reasonable judgment the amount or type of insurance carried by the CONTRACTOR has become inadequate.
7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
  8. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
  9. CONTRACTOR agrees to immediately notify COUNTY in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

Adjustment and/or Waiver of Requirements:

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

**34. ASSIGNMENT**

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

**35. ALTERATION AND/OR AMENDMENT**

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

**36. CONFLICT OF INTEREST**

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

**37. WAIVER AND SEVERABILITY**

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

### **38. DISALLOWANCE**

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

### **39. OFFICIAL DOCUMENTS**

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

### **40. ENTIRE CONTRACT**

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

### **41. NONEXCLUSIVE CONTRACT**

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

### **42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT**

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

### **43. COMPLIANCE WITH LAW**

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

### **44. CONFLICTS IN INTERPRETATION**

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

### **45. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force

and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

#### **46. SOURCE AND SCOPE OF CONTRACT**

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

#### **47. DEFINITIONS**

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

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

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

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

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

**Executive Director:** The designated lead director of the Commission.

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

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

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

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

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

#### **48. TERM**

The term of this Contract shall be from **07/01/2023** through **12/31/2024** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

#### **49. COMPLIANCE, DISALLOWANCE, WITHHOLDING**

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

#### **50. TERMINATION**

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

##### **1. Termination for cause:**

- f. Due to Default or Breach of Contract.** Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the COMMISSION may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COMMISSION provides CONTRACTOR the opportunity to cure breach within twenty (20) working days of receipt of notice, and CONTRACTOR does so to COMMISSION'S satisfaction.
- g. Due to Health and Safety Concerns of Clients.** The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract may also be immediately terminated at the sole discretion of the COMMISSION if the CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.



### **53. SCOPE OF WORK (SOW)**

- F. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.
- G. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.
- H. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).
- I. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.
- J. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

### **54. REIMBURSEMENT OF COSTS**

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

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

## **55. FISCAL AND PROGRAM REPORTING REQUIREMENTS**

### **E. Fiscal Reporting**

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4<sup>th</sup> quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

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

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

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

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

### **F. Program Reporting**

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

### **G. Monthly Reporting**

CONTRACTOR shall input and submit program data into the COMMISSION'S data management system on a monthly basis and input must be completed by the 20th of the month following Contract performance. If the reporting due date falls on a weekend or holiday, the due date will be on the following business day. The due date for program data submitted in

the 4th quarter (April, May and June) may be modified by COMMISSION as required to meet internal COUNTY and State reporting deadlines. Modified due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Any changes that occur with program data input must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the change.

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

#### **H. Quarterly and Annual Reporting**

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

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

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

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

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

#### **56. REIMBURSEMENT OF FUNDS TO THE COMMISSION**

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

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



## **57. COMMISSION FISCAL REQUIREMENTS**

### **A. Budget Revisions**

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

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

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

### **B. Amendments**

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

### **C. Cost Allocation Plan**

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

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

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

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

#### **D. Overhead/Indirect Costs**

5. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are excluded from the indirect cost calculation.
6. Indirect cost percentage rate included in the Budget, to this Contract, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.
7. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.
8. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

#### **E. Revenues Received**

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

#### **F. Payroll Taxes**

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

#### **G. Payor of Last Resort**

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

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

## **58. CONTRACTOR AUDIT REQUIREMENTS**

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

## **59. INVENTORIAL EQUIPMENT**

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

## **60. REVERSION OF ASSETS**

**Real or Personal Property Assets.** Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in-whole or

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

- C. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.
- D. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

#### **61. TOBACCO CONTROL POLICY**

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

#### **62. CONDUCT OF BUSINESS**

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

- L. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.
- M. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.
- N. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.
- O. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

- P. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.
- Q. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.
- R. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.
- S. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.
- T. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.
- U. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.
- V. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

### **63. RECORDS MANAGEMENT AND MAINTENANCE**

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

This requirement includes:

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

#### **64. PUBLIC DISCLOSURE OF DOCUMENTS**

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

#### **65. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION**

- E. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.
- F. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.
- G. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of

the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

- H. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

## **66. GOVERNING LAW AND VENUE**

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

## **67. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES**

- D. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.
- E. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.
- F. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:
  - 1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
  - 2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and
  4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.
- G. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR./
- H. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.
- I. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

#### **68. PUBLICITY AND ATTRIBUTION REQUIREMENTS**

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

"Made possible by funding from First 5 Riverside"

"Funded by First 5 Riverside"

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

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

"Financiado por Primeros 5 Riverside"

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

"Funded in part by First 5 Riverside"

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



"Made possible by funding from First 5 Riverside"

"Financiado parcialmente por Primeros 5 Riverside"

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

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

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

#### **69. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY**

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

#### **70. WORK PRODUCT**

- C. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.
- D. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

## **71. NON-DISCRIMINATION**

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

## **72. CHILD ABUSE REPORTING**

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

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

## **73. DEPARTMENT OF JUSTICE CLEARANCE**

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

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

## **74. ADULT AND ELDER ABUSE REPORTING**

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to

Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) working days.

#### **75. INDEPENDENT CONTRACTOR**

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

#### **76. HOLD HARMLESS/INDEMNIFICATION**

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

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

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

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

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

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

- D. 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.'

## **77. INSURANCE**

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

### Workers' Compensation:

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

### Commercial General Liability:

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

### Vehicle Liability:

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

Professional Liability Insurance:

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

General Insurance Provisions - All lines:

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

authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5. It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
6. If during the term of this Contract or any extension thereof there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the SOW; or this Contract, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverage currently required herein, if in the COUNTY Risk Manager's reasonable judgment the amount or type of insurance carried by the CONTRACTOR has become inadequate.
7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
8. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. CONTRACTOR agrees to immediately notify COUNTY in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

Adjustment and/or Waiver of Requirements:

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

**78. ASSIGNMENT**

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

**79. ALTERATION AND/OR AMENDMENT**

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

**80. CONFLICT OF INTEREST**

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

**81. WAIVER AND SEVERABILITY**

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

**82. DISALLOWANCE**

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

**83. OFFICIAL DOCUMENTS**

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

**84. ENTIRE CONTRACT**

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

**85. NONEXCLUSIVE CONTRACT**

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

**86. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT**

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

**87. COMPLIANCE WITH LAW**

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

## **88. CONFLICTS IN INTERPRETATION**

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

## **89. COUNTERPARTS**

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



## ATTACHMENT A: SCOPE OF WORK

**CONTRA:** Riverside University Health System – Community Health Centers  
**PROGRAM:** HealthySteps  
**GEOGRAPHICAL REGION:** Moreno Valley, Perris, Jurupa Valley, Riverside  
**CONTRACT #:** CF24103  
**PROJECT/BUDGET CYCLE:** 07/01/2023– 06/30/2024  
**STRATEGIC GOAL AREA:** Comprehensive Health and Development (Goal 2)

### PROGRAM OVERVIEW

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

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

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

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

Major aspects of HS include:

- Enhanced well-child care: Well child office appointments, conducted jointly or sequentially by a pediatrician, family physician, or nurse practitioner, and a HealthySteps Specialist (HSS), are designed to answer parents' questions about child development; to identify and respond to "teachable moments;" and to encourage early reading activities as part of the Reach Out and Read Program.
- Child development telephone information line: HSS at each site staff a telephone line to answer parents' questions about day-to-day worries and developmental concerns.
- Child development and family health check-ups: Check-ups with developmental assessments are conducted to detect signs of developmental or behavioral problems and to identify family health risks.

- Written materials for parents that emphasize prevention and health promotion: Parents receive materials prior to and during office visits that address medical, developmental, and practical topics. Parents also receive a Child Health and Development Record that chronicles immunizations, physical growth, developmental milestones, and parental concerns through age 18.
- Linkages to community resources: The HSS at each site compile a book listing community resources. At some sites, HSS have developed a bulletin board in the practice that displays a variety of information pertinent to child development and community resources.

#### HealthySteps Specialist

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

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

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

CONTRACTOR will perform screening and assessments of the following types:

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

See screening/assessment schedule, Table 1. Recommendations are based on Bright Futures/AAP Periodicity Schedule (April 2017).

**TABLE 1: SCREENING AND ASSESSMENT SCHEDULE**

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

\* HealthySteps Family Needs Questionnaire

\*\* Developmental Surveillance for 36-month screening

### **Sustainability**

First 5 Riverside County (F5RC) invests in evidence-based models, such as HS that can become sustainable and scalable over time, thus transitioning from funding direct services to enhancing service delivery to the ultimate goal of systems and policy change. Sustainability of the HS program will be achieved through various billing opportunities, increasing the pediatric population served at each site, and partnership with the local managed care plans. Contractor will report Profit and Loss data related to the Program. Financial reporting will include reconciliation for billable services, number of patients seen for billable Tier 1, 2, and 3 visits, as well as a breakdown of net revenue, expenses (HSS salaries and benefits), and Profit/Loss.

The F5RC funding for expansion of the HealthySteps model into three new locations ends June 30, 2024. HS model will be integrated and funded through the FQHC program and be sustainable without F5RC funding.

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

### **Expansion**

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

### **Sustainability Milestones**

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

#### **Months 1-6:**

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

#### **Months 7-12:**

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

### **Zero to Three National Office (ZTT) Annual Report**

Contractor will attach a copy of their annual ZTT HS report as an attachment to the invoice of the period in which it is submitted to ZTT. If required, parties will work together to execute a tri-party agreement between F5RC, Contractor and ZTT by October 31, 2023.

### **CROSS SYSTEMS INTEGRATION - OPPORTUNITIES**

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

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

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

Reach Out and Read (ROR) is an evidence-based strategy to promote book sharing and language development as part of the enhanced well-child visit. The first five years of life offer a critical window for learning, with rapid brain development that does not occur at any other time. Many

children, especially from low-income families, are not read to from birth. The Reach Out and Read program (ROR) helps to foster early literacy practices with parents of HS by starting in infancy about the importance of parents reading aloud. At every well-child visit, from 6 months to 5 years, each child receives a new, developmentally appropriate book to take home. Parents are taught new ways to stimulate children's literacy development and encouraged to read to their children more. Children who grow up without sufficient exposure to language arrive at school without basic literacy skills and often struggle with reading in early grades. Research shows that children who start school on track are more likely to reach their full educational, social, and life potential.

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

First 5 Riverside Home Visiting programs (F5R HVP) are evidence-based models supporting parents and parents-to-be with strategies to provide a nurturing and safe environment where children are healthy, safe, and secure. Home visiting focuses on strengthening and supporting families by building relationships, teaching problem-solving skills, encouraging positive parent-child relationships, supporting early child growth and development, and specialized training for children with special needs. As a two-generation approach, home visiting has the potential to improve outcomes across a range of domains, such as child health, school readiness, parent economic self-sufficiency, and parenting practices. When appropriate, funded partners will provide families with referrals to F5R Home Visiting programs. With a systems approach, funded partners will build relationships in the community through the Family Resource Centers, community hubs, community outreach events, connecting families with resources and referrals such as Help Me Grow and local clinics, or wherever children are seen by other health professionals.

First 5 Riverside County Family Resource Centers and Community Hubs FRCs are a key delivery network of services and conduits for strengthening families via family-centered, community-based and culturally sensitive services that include cross-system collaboration as a means to prevent child abuse and neglect. More specifically, FRCs play a critical role in the community serving as a trusted partner strengthening children and families, connecting families to an array of supportive systems of care and preventing child abuse and neglect. With a systems approach, **CONTRACTOR** and funded partners will build relationships with Family Resource Centers and community hubs in Riverside County to support and link families to a variety of resources, services, activities and referrals such as HMG-IE and local clinics, or wherever children are seen by other health professionals. When appropriate, the HSS may also participate in community outreach events and provide families information and services on site at Family Resource Centers and community hubs to meet families where they live, provide engagement, and promote the HealthySteps Program.

| Major Objectives                                                | Major Functions, Tasks, and Activities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Performance Measures and/or Deliverables                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Targets                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Enhanced Well Child Care, Referrals, and Linkages</u></b> | <p>To provide Enhanced Well Child Care that will work in tandem with a Physician Champion, CONTRACTOR will employ:</p> <ul style="list-style-type: none"> <li>• 5.0 (FTE) HealthySteps Specialists (HSS),</li> <li>• 1.0 (FTE) Program Manager, and</li> <li>• 1.0 (FTE) Support Staff</li> </ul> <p>This team will provide:</p> <ul style="list-style-type: none"> <li>• Tailored guidance and referrals,</li> <li>• On-demand support between visits, and</li> <li>• Care coordination and home visits when needed.</li> </ul> <p>CONTRACTOR in collaboration with Zero to Three and F5RC will expand the HS program into the Perris, Riverside Neighborhood, and Jurupa Community Health Centers.</p> <p>All children and caregivers receive <b>Tier 1 services</b></p> <ul style="list-style-type: none"> <li>• Child developmental, social-emotional &amp; behavioral screening</li> <li>• Screening for family needs (maternal depression, other risk factors, social determinants of health)</li> <li>• Child Development support line (phone, text, email, online)</li> </ul> <p><b>Tier 2 services</b> for mild concerns include the addition of the following short-term supports:</p> <ul style="list-style-type: none"> <li>• Child development &amp; behavior consults</li> <li>• Care coordination/case management &amp; systems navigation</li> </ul> | <p>CONTRACTOR will engage the eight (8) core components of the evidence based HS model:</p> <ol style="list-style-type: none"> <li>1. Child development, social-emotional &amp; behavioral screening</li> <li>2. Screening for family needs (i.e., maternal depression, other risk factors, social determinants of health)</li> <li>3. Child development support line with responses within a maximum of 3 days (e.g., phone, text, email, online portal)</li> <li>4. Child developmental &amp; behavioral consults</li> <li>5. Care coordination &amp; systems navigation</li> <li>6. Positive parenting guidance &amp; information</li> <li>7. Early learning resources</li> <li>8. On-going preventative team-based well-child visits</li> </ol> | <p>CONTRACTOR will submit aggregate client data for each of the targets below. Data will be submitted monthly/quarterly as indicated by the 20<sup>th</sup> of the following month. This due date may be modified by F5RC for any given month.</p> <p>CONTRACTOR will document:</p> <ol style="list-style-type: none"> <li>1. Number of children aged 0-3 in the practice. (Report monthly) <ol style="list-style-type: none"> <li>a. Number of visits for children 0-3</li> <li>b. Number of well-child visits 0-3</li> </ol> </li> <li>2. Number of children aged 0-3 with at least one completed developmental screen. (Report quarterly) <ol style="list-style-type: none"> <li>a. Number of children 0-3 with identified developmental concern</li> </ol> </li> <li>3. Number of children aged 0-3 with at least one completed social-emotional/behavioral screen. (Report quarterly) <ol style="list-style-type: none"> <li>a. Number of children with identified social-emotional/behavioral concern</li> </ol> </li> <li>4. Number of children aged 0-3 with at least one completed autism screen. (Report quarterly) <ol style="list-style-type: none"> <li>a. Number of children identified as being at-risk for autism</li> </ol> </li> <li>5. Number of children aged 0-3 whose mothers had at least one completed maternal depression screen. (Report quarterly)</li> <li>6. Number of children aged 0-3 with at least one family member screened for each of the following key needs listed (Food insecurity, housing stability or homelessness, utility needs, transportation needs, interpersonal safety, substance misuse, tobacco use). (Report quarterly)</li> <li>7. Number of children/family dyads receiving an annual ACEs/PEARLS screening (100% by year 1)</li> <li>8. Number of children aged 0-3 who received Tier 2 services. (Report monthly) <ol style="list-style-type: none"> <li>a. Number of unique children and/or family dyads who received developmental or behavioral health consultation(s) by the HSS.</li> <li>b. Number of visits (children and/or family dyads) who have a developmental or behavioral health consultation by the HSS.</li> <li>c. Number of children/family dyads that are referred to an external provider for developmental and/or behavioral health concerns.</li> <li>d. Number and percent of children/family dyads referred to Help Me Grow for connection to community agencies/resources (per HMGOC generated reporting).</li> </ol> </li> </ol> |

| Major Objectives | Major Functions, Tasks, and Activities                                                                                                                                                                                                                                                                                                                               | Performance Measures and/or Deliverables | Targets                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | <ul style="list-style-type: none"> <li>Positive parenting guidance &amp; information</li> </ul> <p><b>Tier 3 services</b> for the most at-risk families include the addition of the following comprehensive services:</p> <ul style="list-style-type: none"> <li>Ongoing, preventative team-based well-child visits at the clinic or via home visitation.</li> </ul> |                                          | <p><b>9.</b> CONTRACTOR will serve 400-600 children aged 0-3 using the HS approach with Tier 3 services, on an annual basis. (Report monthly)</p> <p><b>10.</b> Number of mothers with children aged 0-3 receiving Tier 3 services. (Report monthly)</p> <ol style="list-style-type: none"> <li>Number of “most at risk” children and/or family dyads who received 1:1 counseling by the HSS.</li> <li>Number of “most at risk” children and/or family dyads who are referred to an external agency for diagnosis/treatment of developmental or behavioral concerns</li> </ol> <p><b>11.</b> Number of children aged 0-3 receiving Tier 3 services who received at least one ongoing, preventative team-based Well Child Visit. (Report quarterly)</p> <p><b>12.</b> Number of children aged 0-3 receiving Tier 3 services whose primary caregiver received a referral for each of the following services: (Early Intervention services (Part C), Early Care and education (e.g., childcare, Early Head Start, preschool, etc.), Child mental health (including parent/child didactic treatment). (Report quarterly)</p> <p><b>13.</b> Number of mothers with children aged 0-3 receiving Tier 3 services who received a referral for maternal depression services. (Report quarterly)</p> <p><b>14.</b> Number of children aged 0-3 receiving Tier 3 services with a primary caregiver who received a referral (internal or external) to any other services not captured in any other target. (Home visiting, lactation, food-related, financial assistance, housing assistance, transportation assistance, intimate partner violence, substance use/addiction counseling/treatment, smoking cessation counseling/treatment, adult health care, family planning, adult education, job training or employment, other). (Report quarterly)</p> |

## ATTACHMENT B: BUDGET

| FY 23/24         |                                  |            |             |            |            |            |
|------------------|----------------------------------|------------|-------------|------------|------------|------------|
| Category         | Description                      | Total      | Main Campus | Perris     | Riverside  | Jurupa     |
| Salaries         | Salaries                         | \$ 569,459 | \$ 218,864  | \$ 116,865 | \$ 116,865 | \$ 116,865 |
| Benefits         | Benefits                         | \$ 171,043 | \$ 65,863   | \$ 35,060  | \$ 35,060  | \$ 35,060  |
| Operational Cost | Office Supplies                  | \$ 900     | \$ 225      | \$ 225     | \$ 225     | \$ 225     |
| Operational Cost | Postage & Printing               | \$ 900     | \$ 225      | \$ 225     | \$ 225     | \$ 225     |
| Operational Cost | Program materials and Incentives | \$ 1,000   | \$ 250      | \$ 250     | \$ 250     | \$ 250     |
| Capital Assets   | Professional Services IT Cost    | \$ 14,500  | \$ 3,625    | \$ 3,625   | \$ 3,625   | \$ 3,625   |
| Capital Assets   | Equipment                        | \$ 10,500  | \$ 2,625    | \$ 2,625   | \$ 2,625   | \$ 2,625   |
| Operational Cost | Mileage                          | \$ 1,500   | \$ 375      | \$ 375     | \$ 375     | \$ 375     |
| Subtotal         |                                  | \$ 769,802 | \$ 292,052  | \$ 159,250 | \$ 159,250 | \$ 159,250 |
| Capital Assets   | Equipment IT & Training Y1       | \$ 35,000  | \$ 35,000   | \$ -       | \$ -       | \$ -       |
| Total            |                                  | \$ 804,802 | \$ 327,052  | \$ 159,250 | \$ 159,250 | \$ 159,250 |



## ATTACHMENT C: PAYMENT PROVISIONS

### A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **\$804,802** for the duration of the Contract period as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

CONTRACT PERIOD: **07/01/2023– 06/30/2024**

#### 1. Method, Time, and Schedule Conditions of Payment

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

## 2. Allowable Costs

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

- a. Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the COMMISSION. CONTRACTOR agrees COMMISSION may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary, or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.
- b. The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food are based on the current IRS allowable rate.
- c. Contractor shall obtain approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by COMMISSION management.

## **ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY**

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

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

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

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

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

## **ATTACHMENT E: BUSINESS ASSOCIATE AGREEMENT**

This HIPAA Business Associate Agreement (the 'Addendum') supplements and is made part of (Contract CF24127 'Contract') between the RCCFC and John F. Kennedy Memorial Foundation ('CONTRACTOR') and shall be effective as of the date the Contract is approved by both Parties (the 'Effective Date').

### **RECITALS**

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

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

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

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

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

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

**WHEREAS**, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures.

**NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:**

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. 'Breach' when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is

presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification.
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and,
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
  - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which the RCCFC participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
  - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. 'Business associate' has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. 'Data aggregation' has the meaning given such term in 45 CFR §164.501.
- D. 'Designated record set' as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. 'Electronic protected health information' ('ePHI') as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. 'Electronic health record' means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. 'Health care operations' has the meaning given such term in 45 CFR §164.501.
- H. 'Individual' as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. 'Person' as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

- J. 'Privacy Rule' means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.
- K. 'Protected health information' ('PHI') has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. 'Required by law' has the meaning given such term in 45 CFR §164.103.
- M. 'Secretary' means the Secretary of the U.S. Department of Health and Human Services 22 ('HHS').
- N. 'Security incident' as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. 'Security Rule' means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.
- P. 'Subcontractor' as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. 'Unsecured protected health information' and 'unsecured PHI' as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

**2. Scope of Use and Disclosure by CONTRACTOR of the RCCFC's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, CONTRACTOR may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of CONTRACTOR under the Contract or to perform functions, activities or services for, or on behalf of, the RCCFC as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), CONTRACTOR may:
  - (1) Use PHI and/or ePHI if necessary for CONTRACTOR'S proper management and administration and to carry out its legal responsibilities; and,
  - (2) Disclose PHI and/or ePHI for the purpose of CONTRACTOR'S proper management and administration or to carry out its legal responsibilities, only if:
    - (a) The disclosure is required by law; or,
    - (b) CONTRACTOR obtains reasonable assurances, in writing, from the person to whom CONTRACTOR will disclose such PHI and/or ePHI that the person will:
      - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which CONTRACTOR disclosed it to the person, or as required by law; and,
      - (ii) Notify CONTRACTOR of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - (3) Use PHI to provide data aggregation services relating to the health care operations of the RCCFC pursuant to the Contract or as requested by the RCCFC; and,
  - (4) De-identify all PHI and/or ePHI of the RCCFC received by CONTRACTOR under this Addendum provided that the de-identification conforms to the requirements of the

Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.

- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

### **3. Prohibited Uses and Disclosures.**

- A. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Contract or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from the RCCFC.
- B. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from the RCCFC or from another business associate of the RCCFC, except as permitted or required by this Addendum, or as required by law.
- C. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the RCCFC would be prohibited from making.
- D. CONTRACTOR shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - (1) Not to use or disclose PHI for fundraising, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - (2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - (3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - (4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Contract and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by the RCCFC to CONTRACTOR for services provided pursuant to the Contract.

### **4. Obligations of the RCCFC.**

- A. The RCCFC agrees to make its best efforts to notify CONTRACTOR promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by the RCCFC that may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.
- B. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

- C. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI and/or ePHI.
  - D. The RCCFC agrees not to request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
  - E. The RCCFC agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its obligations under this Addendum and/or Contract.
5. **Obligations of CONTRACTOR.** In connection with the use or disclosure of PHI and/or ePHI, CONTRACTOR agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
  - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. CONTRACTOR shall promptly notify the RCCFC if CONTRACTOR is required by law to disclose PHI and/or ePHI.
  - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
  - D. Mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.
  - E. Report to the RCCFC any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
  - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the CONTRACTOR agree through contract to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
  - G. Make available to the RCCFC, the Secretary, in the time and manner designated by the RCCFC or Secretary, CONTRACTOR'S internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the RCCFC, or created or received by CONTRACTOR on behalf of the RCCFC, for purposes of determining, investigating or auditing CONTRACTOR'S and/or the RCCFC's compliance with the Privacy Rule.
  - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
  - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which CONTRACTOR shall promptly notify the RCCFC upon CONTRACTOR'S receipt of such request from a third party.



- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by the County of Riverside), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by the RCCFC.
  - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
  - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - M. Comply with the requirements of the Privacy Rule that apply to the RCCFC to the extent CONTRACTOR is to carry out the RCCFC's obligations under the Privacy Rule.
  - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** CONTRACTOR agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set the RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist the RCCFC to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if CONTRACTOR uses or maintains electronic health records. CONTRACTOR shall:
    - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
    - (2) Within fifteen (15) days of receiving a written request from the RCCFC, provide to the RCCFC or any individual as directed by the RCCFC information collected in accordance with this section to permit the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
    - (3) Make available for the RCCFC information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event the RCCFC discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the RCCFC ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that CONTRACTOR creates,

- receives, maintains, or transmits on behalf of the RCCFC in accordance with 45 CFR §164.308, §164.310, and §164.312;
- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
  - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by CONTRACTOR'S workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of CONTRACTOR agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to the RCCFC any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, CONTRACTOR shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify the RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
    - (1) **Breaches treated as discovered.** A breach is treated as discovered by CONTRACTOR as of the first day on which such breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of CONTRACTOR (determined in accordance with the federal common law of agency).
    - (2) **Content of notification.** The written notification to the RCCFC relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:
      - (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired, used or disclosed during the breach;
      - (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
      - (c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
      - (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

- (e) A brief description of what CONTRACTOR is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
  - (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by CONTRACTOR, CONTRACTOR shall cooperate with the RCCFC and shall provide the RCCFC with any information requested by the RCCFC to enable the RCCFC to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, CONTRACTOR shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to the RCCFC not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If CONTRACTOR delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, CONTRACTOR shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the CONTRACTOR'S failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, CONTRACTOR agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish CONTRACTOR'S obligations to indemnify, defend and hold harmless the RCCFC under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when the RCCFC, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, 'unauthorized' has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
  - (1) CONTRACTOR agrees to assist the RCCFC to fulfill its reporting obligations to affected patients and to the California Department of Public Health ('CDPH') in a timely manner under the California Health & Safety Code §1280.15.
  - (2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two business days after CONTRACTOR detects such incident. CONTRACTOR further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure

as defined above in this section, understanding and acknowledging that the term 'breach' as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

**9. Hold Harmless/Indemnification.**

- A. CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of the RCCFC and the County of Riverside, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.
- C. The specified insurance limits required in the Contract of this Addendum shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the RCCFC and the County of Riverside herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Contract of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by the RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside, is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible

to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

### **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Contract and will provide grounds for terminating this Addendum and the Contract with or without an opportunity to cure the breach, notwithstanding any provision in the Contract to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

- (1) Terminate the Contract and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- (2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Contract and this Addendum.
- (3) If termination of the Contract is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

### **B. Effect of Termination.**

- (1) Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by the RCCFC, destroy all PHI and/or ePHI received from the RCCFC, or created or received by the CONTRACTOR on behalf of the RCCFC, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the RCCFC. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- (2) In the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to the RCCFC of the conditions that make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as the CONTRACTOR maintains such PHI and/or ePHI.

## **11. General Provisions.**

- A. **Retention Period.** Whenever CONTRACTOR is required to document or maintain documentation pursuant to the terms of this Addendum, CONTRACTOR shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the RCCFC to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of CONTRACTOR under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Contract that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- (1) This Addendum shall be construed to be part of the Contract as one document. The purpose is to supplement the Contract to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
  - (2) Any ambiguity between this Addendum and the Contract shall be resolved to permit the RCCFC to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to the RCCFC and County of Riverside.** All notifications required to be given by CONTRACTOR to the RCCFC and County of Riverside pursuant to the terms of this Addendum shall be made in writing and delivered to the RCCFC and County of Riverside both by fax and to all the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as the RCCFC and County of Riverside may hereafter designate. All notices to the RCCFC and County of Riverside provided by CONTRACTOR pursuant to this Section shall be deemed given or made when received by the RCCFC and County of Riverside.

|                                                 |                                          |
|-------------------------------------------------|------------------------------------------|
| <b>County HIPAA Privacy Officer:</b>            | <b>HIPAA Privacy Manager</b>             |
| <b>County HIPAA Privacy Officer Address:</b>    | <b>P.O. Box 1569</b>                     |
|                                                 | <b>Riverside, CA 92502</b>               |
| <b>County HIPAA Privacy Officer Fax Number:</b> | <b>(951) 955-HIPAA or (951) 955-4472</b> |

|                                                                                |            |
|--------------------------------------------------------------------------------|------------|
| 8. <b>23-37:</b> Approve IMPACT Legacy Pass-Through Funding Agreement Template | <b>291</b> |
|--------------------------------------------------------------------------------|------------|





AGENDA ITEM: 23-37  
DATE OF MEETING: JULY 17, 2023  
ACTION: ☒  
INFORMATION: ☐

## **APPROVE IMPACT LEGACY PASS THROUGH FUNDING AGREEMENT TEMPLATE**

### **SUMMARY OF REQUEST**

Approve use of the Agreement template for the IMPACT Legacy pass-through funding to support Region 9 partner agencies.

### **BACKGROUND**

The Agreement template was developed by First 5 Orange County as the lead agency for First 5 California funded regional home visitation initiative to contract with Region 9 First 5's: Orange, San Bernardino, Riverside, and Imperial. Given that the agreement has been vetted by each of these First 5 Commissions, utilizing this agreement for the IMPACT Legacy initiative will expedite the execution of pass-through funding agreements.

As the fiscal and Region 9 lead for IMPACT Legacy, staff recommends use of the agreement template to support the IMPACT Legacy regional initiative and pass-through First 5 California funds to First 5's in Region 9.

### **RECOMMENDED ACTION**

That the Commission:

1. Approve the IMPACT Legacy Pass-Through Funding Agreement template as attached; and
2. Authorize the Executive Director or designee to permit minor deviations to the agreement template when such deviations are in the best interest of the Commission and have been reviewed and approved by County Counsel as to form.



**BUDGET IMPACT**

None

**STRATEGIC PLAN RELEVANCE**

All Strategic Goal Areas

**POTENTIAL CONFLICTS OF INTEREST**

None Known.

**ATTACHMENT**

23-37 Attachment Proposed Agreement Template

**AGREEMENT XXX-XX-XX**

**BY AND BETWEEN**

**RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION**

**AND**

**XXXXXXXXX COUNTY CHILDREN AND FAMILIES COMMISSION,**

**A Public Entity**

**FOR THE PROVISION OF SERVICES**

This **AGREEMENT** (“Agreement”) entered into as of the xxx day of xxx 2023 (“Date of Agreement”) is by and between the RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION a.k.a. First 5 Riverside County, a public body and legal public entity (“COMMISSION”) and **XXXXXXXXX COUNTY CHILDREN AND FAMILIES COMMISSION**, a public entity (“CONTRACTOR”). This Agreement shall be administered by the Executive Director of COMMISSION or his or her authorized designee (“ADMINISTRATOR”).

**RECITALS**

**A.** In order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the “Act”), implementing the Children and Families First Initiative passed by the California electorate in November of 1998, establishing the California Children and Families Commission and providing for establishment in each county of Children and Families Commissions, including COMMISSION.

**B.** California Health and Safety Code (HSC) section 130105(d)(1)(B)(C)(D) authorizes expenditure of funds from the California Children and Families Trust Fund to ensure children are ready to enter school, and for the research and development of best practices and standards for all First 5 California (F5CA) programs and services relating to early childhood development, and for the assessment and quality evaluation of those programs and services. HSC section 130125(d) provides F5CA authority to allocate funds for independent research, evaluation of any relevant programs, identifying the best standards and practices for optimal early childhood development and establishing and monitoring demonstration projects. HSC Section 130125(i) authorizes F5CA to allocate funds to county children and families commissions (First 5 county commission) to carry out the purposes of the California Children and Families Act of 1998 (Act).

**C.** F5CA utilizes the Improve and Maximize Programs so All Children Thrive (IMPACT) investments to improve the quality of early childhood learning and care (ELC) environments which takes place primarily on a county level.

**D.** COMMISSION is the lead agency for the IMPACT Legacy 2023 funding allocation for two years (FY 23/24 through FY 24/25) for Region 9 with the opportunity for a two-year renewal.

**E.** As the lead agency COMMISSION will contract with the Region 9 consortia as allocated by First 5 California to include Children and Families Commission of Orange County, First 5 San Bernardino, and First 5 Imperial for IMPACT Legacy funding through June 30, 202**X**.

**F.** CONTRACTOR is a public entity organized and existing under the laws of the State of California, and its powers include without limitation, provision of services to and activities for the benefit of Riverside County's children through age five.

**G.** On May 10, 2023, the COMMISSION took action (AI#23-25) to authorize continued partnership for IMPACT Legacy and to receive and accept approved funding for this agreement to support Region 9.

**H.** COMMISSION desires to contract with CONTRACTOR to provide services, carry out certain performance obligations, and achieve certain outcomes while promoting the purposes of the IMPACT Legacy consistent with the RFA and regional plan for improving the system and support services for early learning programs to improve quality.

**I.** As and if applicable, COMMISSION and CONTRACTOR desire to enter into a matching fund program opportunities with the California Children and Families Commission ("First 5 California") and other matching fund opportunities as may become available.

**NOW**, based on the Recitals, which are a substantive part of this Agreement, and agreed mutual consideration, COMMISSION, and CONTRACTOR agree as follows:

**1. TERM OF AGREEMENT.** The term of this Agreement shall commence on xxx, 2023, and terminate on June 30, 202**X**, unless earlier terminated pursuant to the provisions of Paragraph 23 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COMMISSION's Maximum Payment Obligation in this Agreement does not increase as a result.

**2. ALTERATION OF TERMS.** This Agreement, together with and including any Exhibits fully express all understanding of the parties with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties, except as otherwise expressly provided in this Paragraph 2 and in Subparagraph 8.5. No amendment, addition to, or alteration of, the terms of this Agreement, whether written or oral, shall be valid unless the amendment is made in writing and formally approved and executed by both parties, except as provided in this Paragraph 2 or Subparagraph 8.5 in this Agreement.

**2.1** CONTRACTOR work plans, budgets, and scopes of services will be subject to an annual review to determine consistency with the goals of IMPACT Legacy RFA and regional plans. Changes to the work plan, budgets, and scopes of services may be directed by ADMINISTRATOR to bring the Agreement scope into better alignment with the COMMISSION's evolving strategic direction. These changes may include, but are not limited to, reprioritization of the targeted service population, redirection of resources to provide more intensive services, and increased focus on sustainability strategies. If CONTRACTOR is unable to redirect its program to be consistent with this direction, COMMISSION may reduce the funding provided in successive years of this agreement.

**2.2 Administrator Modification Authority.** Notwithstanding anything to the contrary, provided any modifications do not alter the overall goals and basic purpose of the Agreement and do

not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR has the authority to, with the agreement of CONTRACTOR, make modification(s) to the activities, tasks, deliverables, and performance timeframes specified in the Project Summary as set forth in the Scope of Work, Exhibit A; the Work Plan, Exhibit A-1; the funding allocation between and among the line items and the "Funds Due" period(s) budgeted in the Project Budget, Exhibit B; the Payment interval; the percentage of Initial Payment(s); the percentage of Retention Amount(s); and the timing of the Retention Amount(s) withheld as described in this Agreement.

**3. STATUS OF CONTRACTOR.** CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the Services required of it by the terms of this Agreement. As a condition to commencing performance of any Services for this Agreement and to be eligible for any compensation for services rendered for this Agreement, CONTRACTOR shall execute an Acknowledgment of Independent Contractor Status, Exhibit C, attached hereto and fully incorporated by this reference. Nothing in this Agreement shall be construed as creating the relationship of employer and employee or principal and agent between COMMISSION and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR knowingly, voluntarily, and expressly assumes exclusively the responsibility for the acts of its employees or agents as they relate to the Services to be provided during the course and scope of their employment, whether the employee(s) are compensated through funds received by CONTRACTOR through this Agreement or otherwise related directly or indirectly to the performance of Services under this Agreement. CONTRACTOR, its elected or appointed officials, officers, agents, employees, and Subcontractors shall not, in any respect whatsoever, be entitled to any rights or privileges of COMMISSION employees and shall not be considered in any manner to be COMMISSION employees. COMMISSION shall neither have nor exercise any control or direction over the methods by which CONTRACTOR shall perform its obligations under this Agreement. COMMISSION shall not be responsible or liable for the acts or failure to act, whether intentional or negligent, of any employee, agent, or volunteer of CONTRACTOR. CONTRACTOR shall pay all wages, salaries, and other amounts due to its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. CONTRACTOR shall indemnify and hold harmless COMMISSION and the County of Riverside ("County") from any liability, damages, costs, and expenses of any nature arising from alleged violations of personnel practices and employment laws.

**4. CONTRACTOR DELEGATION AND ASSIGNMENT.** Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of ADMINISTRATOR. Consent by COMMISSION shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

**5. SUBCONTRACTS.** Except to the extent expressly provided for in the Project Summary, Exhibit A, or as approved by ADMINISTRATOR, CONTRACTOR shall not enter into a subcontract, consulting agreement, or an agreement for professional services (each and all referred to as "Subcontract") for the provision of services or performance of tasks included within the scope of the Services required by this Agreement without the prior written consent of ADMINISTRATOR. Any Subcontracts approved by ADMINISTRATOR shall not alter in any way any legal responsibility or performance obligation of CONTRACTOR to COMMISSION to perform or cause performance of the

Services required under this Agreement. ADMINISTRATOR may require CONTRACTOR to submit a true copy of any permitted Subcontract. All records related to each Subcontract, if any, are subject to examination and audit by ADMINISTRATOR or his or her designee and must be retained for a period of (i) three (3) years after the date of final disbursement of funds under this Agreement, or (ii) three (3) years after any pending audit is completed, whichever occurs later.

**5.1 Minimum Subcontract Terms.** Each permitted Subcontract, including all terms and provisions shall be independently negotiated between CONTRACTOR and its Subcontractor. Each Subcontract shall include provisions that meet or exceed the following requirements: (i) any specific requirements set forth in the Project Summary, Exhibit A; (ii) a clear and complete description of the nature, extent, and tasks of the work to be performed by the Subcontractor and the relation of the work to the Services required under this Agreement; (iii) identification of the personnel by classification, and, if available by name, who will work or provide services to CONTRACTOR under the Subcontract, including a description of the minimum qualifications, education, experience, and any required licensing for each classification of personnel and number of hours described in relation to full time equivalent (e.g., 1.0 FTE or 0.5 FTE); (iv) a compensation schedule, including hourly rates or fees for each classification of personnel and a maximum payment obligation under the Subcontract, which total amount shall in no event exceed the amounts set forth in the Project Budget, Exhibit B; (v) insurance and indemnification comparable to the requirements and provisions set forth in this Agreement, which insurance shall protect CONTRACTOR, COMMISSION, and the County of Riverside from any Claims and other liabilities that arise out of the Subcontract and performance of Subcontractor under the Subcontract; (vi) the term of Subcontract, which term shall not exceed the term of this Agreement; (vii) obligation to maintain and retain accurate and complete client and financial records, which recordkeeping shall be fully compliant with applicable laws and regulations and obligation to maintain records related to work and services provided under the Subcontract shall be maintained for the same retention period referenced in Paragraph 5 above, (viii) remedies and termination provisions which may be available to CONTRACTOR in the event Subcontractor fails to perform under the Subcontract; (ix) compliance with laws and regulations applicable to CONTRACTOR, as a public entity, entering into contracts, including without limitation that any subcontract is duly authorized, approved, and executed and in compliance with notice and bidding and contracting requirements, if any, and prevailing wage laws, if applicable, pursuant to applicable laws and regulations; and (x) any and all other requirements expressly provided in this Agreement.

**6. GENERAL INDEMNIFICATION.** CONTRACTOR agrees to and shall indemnify, defend with counsel approved in writing by COMMISSION, hold harmless COMMISSION, its Commissioners, the County of Riverside, and their respective officers, agents, and employees from and against all liability, claims, losses, demands, injuries to or death of any person or persons, or damages to property, including but not limited to property of Commissioners, officers, employees, or agents of COMMISSION or the County of Riverside (together, "Claims"), including defense costs, resulting from court action or in any manner arising out of, pertaining to, related to, or incident to any intentional, malicious, negligent acts, inactions, errors, or omissions of CONTRACTOR, its officers, employees, agents, or Subcontractors in the performance of this Agreement.

**6.1** No elected official, no public official, no Commissioner, no officer, no committee member, no employee, and no agent of COMMISSION or the County of Riverside shall be personally liable to CONTRACTOR, any successor in interest, or to any Subcontractor in the event of any default or breach by COMMISSION or for any amount that may become due to CONTRACTOR or to its successor or Subcontractor or for breach of any obligation of the terms of this Agreement.

**7. INSURANCE.** Without limiting CONTRACTOR's liability for indemnification of COMMISSION as set forth in Paragraph 6 above, CONTRACTOR shall obtain and maintain, in effect, during the term of this Agreement, certain minimum coverage of insurance through any or all of the following types of insurance, as further described, and as applicable, in Subparagraphs 7.1, 7.2, and 7.3 below: (a) self-insurance through the State or as otherwise approved by ADMINISTRATOR or his or her Risk Management designee; (b) insurance via a pooled or joint powers insurance authority; or (c) insurance policies secured from insurance companies that are admitted in California and rated A-:VIII or better or FPR Ratings of 9 through 7 and have a Financial Size Category (FSC) of VIII or better according to the current Best's Key Rating Guide/Property-Casualty/United States, ambest.com, or from an insurance company of equal financial stability as approved by ADMINISTRATOR or his or her Risk Management designee. Evidence of required insurance coverages obtained under (a), (b), or (c) in this Paragraph 7 shall be submitted to ADMINISTRATOR prior to and as a condition precedent to the commencement of any Services or proceeding with any work under this Agreement. Submittal and approval of insurance coverage, including self-insurance or pooled coverage, shall neither relieve nor decrease the liability of CONTRACTOR.

**7.1 Certificate of Self-Insurance Coverage.** In lieu of maintaining insurance coverage by separate insurance policies secured through third-party insurance companies as described in Paragraph 7 above and Subparagraph 7.3 below, CONTRACTOR may be self-insured with respect to the minimum amounts and types of required insurance coverage under this Agreement.

**7.1.1 Certificate of Self-Insurance.** A certificate signed by a duly authorized officer or member of CONTRACTOR shall be submitted to ADMINISTRATOR evidencing self-insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may, in his or her reasonable discretion, request reconfirmation of CONTRACTOR's status as self-insured for the required coverage. The self-insurance certificate(s) shall verify that on behalf of RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION, CONTRACTOR has and maintains self-insurance in the following categories and amounts of coverage, including the amounts and companies, if any, that may provide any secondary or additional level of coverage. Further, the certification shall state that the self-insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, its Commissioners, the County of Riverside, the members of COMMISSION, the Board of Supervisors of the County of Riverside, and their respective officers, agents, and employees, individually and collectively, and that the self-insurance shall apply as primary insurance and that other insurance maintained by COMMISSION or the County of Riverside (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the self-insurance. In the event CONTRACTOR elects to no longer self-insure under any of the required types of coverage in this Subparagraph 7.1, then CONTRACTOR shall provide to ADMINISTRATOR not less than thirty (30) days prior written notice of the cancellation or change in coverage. In this event, CONTRACTOR shall obtain and maintain insurance coverages pursuant to Subparagraphs 7.2 or 7.3 below.

**7.1.2 Types of Self-Insurance Coverage** CONTRACTOR shall evidence it is self-insured through the State or as otherwise approved by ADMINISTRATOR or his or her Risk Management designee in his or her sole discretion for the following required coverage:

(a) **Comprehensive General Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual

aggregate, including self-insurance covering premises and operations, products/completed operations, contractual liability, and personal injury liability.

(b) **Comprehensive Automobile Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles/watercraft, with not less than One Million Dollars (\$1,000,000) annual aggregate.

(c) **Workers' Compensation** coverage shall be maintained for workers' compensation risk claims in amounts equivalent to coverage required by the State of California, applicable statutory requirements, and including the equivalent of a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability** coverage for all employees engaged in Services or operations under this Agreement is equivalent to not less than One Million Dollars (\$1,000,000) per occurrence.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or Services by a licensed professional, such as a physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then coverage for professional liability/errors and omissions is required equivalent to not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) annual aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services that require custody, transportation, or unsupervised contact by CONTRACTOR, or any Subcontractor, with recipients of services under this Agreement, then insurance policies and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

(g) **Subcontractor Insurance Requirements.** Should any of the Services under this Agreement be provided by a Subcontract, CONTRACTOR shall require each Subcontractor of any tier to provide the coverages mentioned in this Paragraph 7, or CONTRACTOR may insure any Subcontractor under its own policies.

(h) **Occurrence Versus Claims Made Coverage.** It is the intent of COMMISSION to secure "occurrence" rather than "claims made" coverage whenever possible. If coverage is written on a "claims made" basis, the COI shall clearly so state. In addition to coverage requirements above, each policy shall provide that:

(i) Policy retroactive date coincides with or precedes CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).

(ii) CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following completion of services, including the requirement of adding all additional insureds.

(iii) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

**7.1.3 Types of Insurance Policies/Coverages.** If CONTRACTOR provides insurance through a policy or policies, then the following types and coverages are required.

(a) **Comprehensive General Liability Insurance.** Comprehensive General Liability Insurance for bodily injury, including death and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.

(i) The coverage shall include:

(A) Premises and Operations.

(B) Products/Completed Operations with limits of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate to be maintained for two (2) years following the end of the term of this Agreement.

(C) Contractual Liability expressly including liability assumed under this agreement, except such requirement does not apply to service contracts.

(D) Personal Injury Liability.

(E) **Comprehensive Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance for bodily injury, including death, and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) CSL per occurrence and One Million Dollars (\$1,000,000) annual aggregate applicable to all owned, non-owned and hired vehicles/watercraft,

(b) **Workers' Compensation Insurance.** Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form of all-states endorsement and waiver of subrogation.

(c) **Employers' Liability Coverage.** Employers' Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in Services or operations under this Agreement.

(d) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or services by a licensed professional, such as a physician, dentist, pharmacist, registered nurse, psychologist, accountant, engineer, architect, etc., then insurance policy(ies) and coverage for professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(e) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services that require custody, transportation, or unsupervised contact by CONTRACTOR, or any Subcontractor, with recipients of services under the Agreement, then insurance policies and



coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

## **7.2 Change in Coverage.**

COMMISSION expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be deemed by ADMINISTRATOR or his or her Risk Management designee as appropriate to adequately protect COMMISSION. COMMISSION shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide copies of acceptable COIs and endorsements incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COMMISSION shall be entitled to all legal remedies.

**7.3 Duration of Insurance.** CONTRACTOR shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.

**7.4 Maintain Records of Insurance Coverage.** CONTRACTOR shall maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

**7.5 Withhold Payment for Lack of Required Coverage.** COMMISSION reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with the applicable insurance requirements outlined in this Paragraph 7.

**7.6 Remedies for Failure to Provide or Maintain Required Insurance or Endorsements.** In addition to any other remedies COMMISSION may have if CONTRACTOR (or any Subcontractor) fails to provide or maintain any insurance required by this Paragraph 7 to the extent and within the time required by this Agreement, COMMISSION may, at its sole option:

(a) Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.

(b) Order CONTRACTOR and any Subcontractor to cease performance of the Services and withhold any payment(s) which become due to CONTRACTOR or any Subcontractor until CONTRACTOR or Subcontractor demonstrates compliance with the insurance requirements of this Agreement.

(c) Immediately and without further cause terminate this Agreement.

**7.9** Exercise of any of the above remedies are in addition to any other remedies COMMISSION may have and are not the exclusive remedies for CONTRACTOR's or its Subcontractor's failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which CONTRACTOR or any Subcontractor) maybe held responsible for payments of damages to persons or property resulting from CONTRACTOR's or any Subcontractor's performance under this Agreement.

## **8. RESPONSIBILITIES OF CONTRACTOR**

**8.1 Conditions to COMMISSION's Obligation to Proceed under Agreement.** COMMISSION's obligation to proceed with performance and the payment of each invoice payment under this Agreement is expressly conditioned upon the satisfaction by CONTRACTOR of each of the following conditions precedent ("Conditions") below. These Conditions may be waived in writing by ADMINISTRATOR, in his or her sole discretion, or expressly waived in the Project Summary, Exhibit A. CONTRACTOR may satisfy one or more of the Conditions at any time prior or subsequent to the Date of Agreement, provided that all Conditions shall be satisfied prior to the date the first COMMISSION payment to CONTRACTOR is due. CONTRACTOR shall provide satisfactory evidence of compliance with each of the Conditions.

**8.1.1 Evidence of CONTRACTOR Approval of Agreement.** CONTRACTOR shall submit evidence of the approval of this Agreement by resolution of CONTRACTOR's governing board, or a true copy of the minutes of the public meeting at which this Agreement was considered and approved, or other evidence of approval satisfactory to ADMINISTRATOR.

**8.1.2 Insurance.** All provisions and submittal of endorsements or other evidence of insurance required by Paragraph 7 shall be in place and approved by ADMINISTRATOR or his or her Risk Management designee.

**8.1.3 Other Conditions.** CONTRACTOR has complied with the other Conditions listed in the Project Summary, Exhibit A, if any.

**8.2 No Supplanting Government Funds.** CONTRACTOR shall not supplant government funds intended for the purposes of this Agreement with any other funds intended for the purposes of this Agreement. CONTRACTOR shall not submit an invoice for payment from COMMISSION, or apply sums received from COMMISSION with respect to that portion of its obligations which have been paid by another governmental source of revenue. As a material provision of this Agreement and substantive criterion in COMMISSION's selection of CONTRACTOR for the Services provided under this Agreement and in furtherance of the express directives of the Act, CONTRACTOR is required to ensure that, in the performance of this Agreement, all funding shall be expended and used to supplement, not supplant, existing levels of service.

**8.3 Technical Requirements for PCs and Software Used by CONTRACTOR for all Recordkeeping and Reporting for the Services and Agreement.** CONTRACTOR agrees to obtain and maintain all computer hardware and software necessary to meet the requirements of Paragraph 19 in its entirety with respect to COMMISSION's evaluation and contract management system. CONTRACTOR is required to contact COMMISSION's designated contractor for its evaluation and contract management system prior to the commencement of work pursuant to this Agreement to ensure that CONTRACTOR's computer hardware and software is capable of meeting CONTRACTOR's evaluation and contract management system obligations.

**8.4 Staffing Obligations for Services.**

COMMISSION and CONTRACTOR agree that the Scope of Work, the level and description of Services, and the classification, number, and qualifications of personnel and staff necessary for the Services, and budget for staffing to be provided by CONTRACTOR in furtherance of the Strategic Plan and the Act are set forth in the Exhibits. CONTRACTOR agrees to provide the level and type of staffing, facilities, equipment, and supplies necessary to provide the Services and to meet the outcomes set forth in these Exhibits.

## **9. GENERAL TERMS AND CONDITIONS.**

**9.1 Compliance with Laws.** CONTRACTOR shall provide all Services in accordance with all applicable federal and state laws, statutes, regulations, and local ordinances and resolutions. CONTRACTOR shall comply with the Act, and all laws, rules or regulations applicable to the Scope of Work and provision of Services, as any may now exist or as amended or added after the Date of Agreement.

**9.2 Familiarity with Work.** By executing this Agreement and prior to performing or providing any Services under the Agreement, CONTRACTOR warrants and shall be satisfied that (a) it has thoroughly investigated and considered the Services, (b) it has carefully considered how the Services should be performed, will be implemented, and will be completed, and (c) it fully understands the facilities, difficulties, and restrictions, attending carrying out the performance obligations of this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by COMMISSION or ADMINISTRATOR, it shall immediately inform COMMISSION in writing of this fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from ADMINISTRATOR.

**9.3 Care of Work.** CONTRACTOR shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the property (real and personal property), facilities, equipment, persons providing or receiving Services, work product, records, and other papers to prevent losses or damages. CONTRACTOR shall be responsible for all losses or damages to persons or property (including real property, personal property, both tangible and intangible), except the losses or damages caused by COMMISSION's sole negligence. The performance of Services by CONTRACTOR shall not relieve CONTRACTOR from any obligation to correct any incomplete, inaccurate, or defective work or service at no further cost to COMMISSION when the inaccuracies are due to the negligence, action, inaction, or intentional misconduct of CONTRACTOR.

**9.4 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**9.5 California Law.** This Agreement shall be construed and interpreted both as to validity and to performance in accordance with the laws of the State of California. Legal actions concerning any default, dispute, interpretation, declaration of rights, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of the court in the event of any action.

**9.6 Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair any right or remedy or be construed as a waiver. One party's consent or approval of any act by the other party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary the party's consent to or approval of any subsequent act of the party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**9.7 Rights and Remedies Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of the rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**9.8 Covenant Against Discrimination.** In the performance of this Agreement, CONTRACTOR shall not engage in, nor permit any employee or agent to engage in, discrimination in employment of persons or provision of Services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, nor or subject any person to discrimination under any program or activity funded in whole or in part with COMMISSION funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, or sexual orientation, except as permitted by applicable provisions of federal and state law. CONTRACTOR shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C. §12101, *et seq.*) as it relates to public accommodations.

**9.9 Legal Action.** In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**9.10 Attorneys' Fees.** If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the non-prevailing party.

**9.11 Use of Commission Name and Logo.** Funded and partnering organizations are required to use COMMISSION's name and logo on all materials, promotional information and products that relate to Commission-funded programs, unless otherwise agreed to between CONTRACTOR and ADMINISTRATOR at ADMINISTRATOR's sole discretion. CONTRACTOR shall comply with COMMISSION's guidelines related to the use of COMMISSION's name and logo as stated in its Policies and Procedures Guide.

**9.12 Time of Essence.** Time is of the essence in the performance of this Agreement.

**9.13 No Broker or Finders' Fee.** CONTRACTOR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**9.14 No Use of Funds for Lobbying.** CONTRACTOR shall not expend any monies paid or payable under this Agreement for the purpose of influencing or attempting to influence an officer, member, or employee of COMMISSION, a member of the Riverside County Board of Supervisors, any County of Riverside officer or employee, any member or employee of First 5 California, any member of the State legislature or member of Congress, or any other officer or employee of any public agency or entity, in connection with the awarding of any contract, the making of any contract, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

**9.15 Constitutional Use of Funds.** As an express condition to this Agreement, CONTRACTOR agrees that the funds provided by COMMISSION to CONTRACTOR shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization, or religious

belief or to fund any proselytizing activities. The parties agree the above covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of COMMISSION funds by CONTRACTOR with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of CONTRACTOR.

**9.16 Child Abuse Reporting.** CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, agents, or Subcontractors performing Services under this Agreement, report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.9 to the extent required by applicable law. CONTRACTOR shall require each employee, volunteer, agent, and Subcontractor who provides Services to or for CONTRACTOR in implementation of the Scope of Work described in Exhibit A and funded by this Agreement to the extent each person is legally subject to the requirements, to sign a statement acknowledging these reporting requirements and to comply with the reporting requirements to the extent required by applicable law.

**9.17 CONTRACTOR Cooperation with Other COMMISSION Contractors.** CONTRACTOR acknowledges that the goal of COMMISSION and its Strategic Plan is to develop an integrated quality service system to ensure access to a quality child and family support services delivery system for Riverside County children from the prenatal stage to age five. CONTRACTOR agrees to cooperate reasonably with COMMISSION and ADMINISTRATOR to achieve the objectives of the Strategic Plan and support COMMISSION by forming cooperative partnerships to serve children prenatal through age five and their families with other services funded through COMMISSION.

**9.18 Political Activity.** CONTRACTOR agrees that the funds provided by this Agreement shall not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

**9.19 Child Care Provider Notification; Admission Procedures and Parental and Authorized Representative's Rights.** If applicable to the Services, CONTRACTOR shall establish and carry out the requirements of California Code of Regulations (CCR) Title 22 relating to child care providers and provision of licensed child care, daycare, or other early care and education. To the extent required by applicable laws and regulations, CONTRACTOR shall complete the following:

**9.19.1** CONTRACTOR shall comply with CCR Title 22, Section 101218.1 to ensure all parents and authorized representatives of minor children receiving services under this Agreement are notified regarding any employee, volunteer, consultant, or agent of CONTRACTOR with a criminal record exemption.

**9.19.2** CONTRACTOR shall (i) post a current copy of the California Department of Social Services (CDSS) Parents' Rights Poster in a prominent location; (ii) provide all parents and authorized representatives current copies of all CDSS notification forms and retain all parent signature or acknowledgment portions of those forms in the child's file; (iii) upon request, provide parents and authorized representatives with the name of any person associated with CONTRACTOR (including any employee, volunteer, consultant, or agent of CONTRACTOR) who has been granted a criminal record exemption and that person's relationship to CONTRACTOR.

**9.20** CONTRACTOR shall document all requests by parents or authorized representatives for criminal exemption information. Such documentation shall be jointly signed by an authorized representative of CONTRACTOR and the parent or authorized representative and maintained in the child's file.

**9.21 Suspension and Debarment.** CONTRACTOR certifies that CONTRACTOR's officers and principals are not debarred or suspended from federal financial assistance programs or activities.

**10. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR.** CONTRACTOR makes the following representations and warranties to COMMISSION. These representations and warranties are ongoing and CONTRACTOR shall advise ADMINISTRATOR in writing if there is any change pertaining to any matters set forth or referenced in the following Subparagraphs 10.1 through 10.6, inclusive.

**10.1 No Conflict.** To the best of CONTRACTOR's knowledge, participation by public officials of CONTRACTOR in the negotiation, consideration, and action on this Agreement and CONTRACTOR's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement, or order to which CONTRACTOR is a party or by which it is bound, nor is there a conflict of interest under the California Political Reform Act, Government Code Section 81000, *et seq.* and Section 87100, *et seq.*, or Government Code Section 1090, *et seq.*

**10.1.1** CONTRACTOR agrees that no officer, Commissioner, employee, agent, or assignee of COMMISSION having direct or indirect control of any monies allocated by COMMISSION, inclusive of the subject funds, shall serve as an officer or director of CONTRACTOR without the express written acknowledgment of COMMISSION.

**10.1.2** Any conflict or potential conflict of interest of any public official of CONTRACTOR shall be fully disclosed in writing prior to the execution of this Agreement and shall be attached to and become a part of this Agreement.

**10.2 No Pending Legal Proceedings.** CONTRACTOR is not the subject of a current or threatened litigation that would or may materially affect CONTRACTOR's performance under this Agreement.

**10.3 Application Veracity.** All provisions of any formation provided in CONTRACTOR's application for funding submitted to COMMISSION including exhibits are true and correct in all material respects.

**10.4 No Pending Investigation.** CONTRACTOR is not aware that it is the subject of any current or threatened criminal or civil action investigation by any public agency, including, without limitation, a police agency or prosecuting authority, related, directly or indirectly, to the provision of Services under this Agreement.

**10.5 Licenses, Permits, and Standards.** CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Riverside, any local jurisdiction in which it may do business or provide Services, and all other appropriate governmental agencies. CONTRACTOR agrees to maintain these licenses and permits in effect for the

duration of this Agreement. CONTRACTOR shall only contract with Subcontractors that are duly licensed, insured, and qualified to provide Services under this Agreement, as applicable. CONTRACTOR warrants that its employees, agents, contractors, and Subcontractors shall conduct themselves in compliance with the laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior.

**10.5.1 Failure to Obtain or Maintain Licenses.** CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers, and exemptions. The inability shall be cause for termination of this Agreement by COMMISSION or ADMINISTRATOR.

**11. CONFIDENTIALITY.** CONTRACTOR shall maintain the confidentiality of all records, including any hard copies, electronic or computer-based data, and audio and video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality, with COMMISSION's adopted Confidentiality and Data Sharing Protocol, attached hereto and incorporated by this reference, as each now exists or may be amended after the Date of Agreement, and as may be required by any other funding sources allocated through this Agreement.

#### **11.1 CONTRACTOR Obligation.**

**11.1.1** All records and information concerning any and all persons referred to CONTRACTOR by COMMISSION, or COMMISSION's designee, shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents, employees, subcontractors, and volunteers.

**11.1.2** CONTRACTOR shall require its employees, agents, and volunteers to sign an acknowledgment or other certification which certifies that each will keep the identities and any information with respect to any and all service recipients of CONTRACTOR related to services authorized under this Agreement confidential except as may be required to provide Services under this Agreement, to comply with any reporting and auditing requirements specified in this Agreement, as required by COMMISSION in the administration of this Agreement, and as otherwise permitted by law.

**11.1.3** CONTRACTOR agrees that any and all approved subcontracts entered into shall include the confidentiality requirements of this Agreement.

**11.1.4** CONTRACTOR shall inform all of its employees, agents, subcontractors, volunteers, and partners of this provision that any person who knowingly and intentionally violates the provisions of federal, state, or local confidentiality laws may be guilty of a crime or subject to civil action.

**11.2 Authorized Data Sharing.** The provisions of Subparagraphs 11.1.1 through 11.1.4 are not applicable to authorized data sharing pursuant to COMMISSION-funded projects and as permitted by law.

#### **12. DISPUTES.**

**12.1** Except as otherwise provided in this Agreement, when a dispute arises between CONTRACTOR and COMMISSION, the parties shall meet to resolve the issue. If the parties do not reach a resolution, the dispute will be decided by the ADMINISTRATOR, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the ADMINISTRATOR shall be the final and conclusive administrative decision.

**12.2** Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the decision of ADMINISTRATOR. Nothing in this Agreement, however, shall be construed as making final the decision of any COMMISSION official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

### **13. REPORTING REQUIREMENTS.**

**13.1 Reports.** Separate from any other reports required in the Project Summary, Exhibit A, or the Work Plan, Exhibit A-1, CONTRACTOR shall prepare and submit to ADMINISTRATOR reports concerning the performance of the Services required by this Agreement and any other reports as ADMINISTRATOR may reasonably require.

#### **13.2 Ancillary Reporting Requirement Related to Enforcement of Child Support Obligations.**

**13.2.1 County Requirements.** In order to comply with child support enforcement requirements of the County of Riverside, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

(a) in the case of an individual contractor, his or her name, date of birth, Social Security number, and residence address;

(b) in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

(c) a certification that contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

(d) a certification that contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

**13.2.2 Failure to Comply Breach.** The failure of CONTRACTOR to timely submit the data or certifications required by Subparagraphs 13.2.1 (a), (b), (c), or (d); to comply with all federal and state employee reporting requirements for child support enforcement; or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from the County of Riverside or COMMISSION shall constitute grounds for termination of this Agreement.



**13.2.3 Use of Data Solely for Government Enforcement of Child Support Orders.**

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purpose.

**13.2.4 Exemptions.** Agreements with public entities shall be exempt from the requirements of Subparagraph 13.2, above. Agreements with non-profit organizations that have no owners; shall be exempt from the requirements of Subparagraph 13.2.1(b) above.

**14. AUDITS.** CONTRACTOR shall prepare and maintain adequate records of its performance under this Agreement in sufficient detail to permit an evaluation of the work and Services and an audit of records as described in this Agreement.

**14.1 Fiscal Audit of Contract.** CONTRACTOR shall employ an independent, licensed Certified Public Accountant (“CPA”) who shall prepare and file with ADMINISTRATOR a “Fiscal Audit” of this Agreement that shall include a review of the invoices submitted and paid for the reasonable cost of Services under this Agreement and a sampling (test) of the supporting documentation.

**14.1.1 Multi-Year Funding.** There shall be a Fiscal Audit completed for each year of this Agreement. Each annual Fiscal Audit shall become due within sixty (60) days after the anniversary date of the Date of this Agreement. The final Fiscal Audit shall become due within sixty (60) days after the end of the term of the Agreement or the date of termination of this Agreement, whichever occurs earlier. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the date by which each Fiscal Audit is due.

**14.1.2 Retention Amount.** Upon successful completion of each Fiscal Audit, ADMINISTRATOR shall release the applicable Retention Amount.

**14.1.3 Scope of CPA Opinion for Fiscal Audit.** CONTRACTOR shall require the CPA who completes each Fiscal Audit to provide an unqualified professional written opinion that states whether the invoices for payment submitted by CONTRACTOR under this Agreement were for actual and reasonably necessary costs and expenses to pay for work performed or goods purchased pursuant to the terms and conditions of this Agreement and whether the indirect cost rate applied to staffing for invoices submitted and paid, if any, is in accordance with the requirements of Subparagraph 15.5. CONTRACTOR shall ensure that corrective action is taken with respect to audit exceptions for lack of internal controls or adequate procedures noted in the Fiscal Audit within six (6) months after issuance of the applicable Fiscal Audit report.

**14.2 Retention Amount Withheld Pending Timely and Successful Completion of Each Fiscal Audit.** The Retention Amount shall be withheld pending timely and successful completion of each Fiscal Audit described in this Paragraph 14.

**14.3 Other and Additional Auditing Authority—Retention of Rights to Audit Performance under Agreement.** COMMISSION and ADMINISTRATOR and their authorized representatives, and First 5 California, and any of its authorized representatives, (collectively “Representatives”), reserve all rights and shall have access to any books, documents, papers, and records, including medical records, of CONTRACTOR and any Subcontractor performing Services under this Agreement for the purpose of financial monitoring or auditing conducted by an independent CPA concerning CONTRACTOR’s and Subcontractors’ performance under this Agreement. The

Representatives have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

**14.4 Availability of Records for Auditing Purposes.** In the event that CONTRACTOR's corporate headquarters and its financial records are located outside the borders of Riverside County, California, then CONTRACTOR shall make available its books and financial records within the borders of Riverside County within ten (10) days after receipt of written demand by ADMINISTRATOR for any audit purposes under this Agreement. All CONTRACTOR's books of accounts and records related and applicable to any costs of Services, client fees, charges, billings, and revenues received directly or indirectly related to the Services shall be made available at one (1) location within the limits of the County of Riverside. All records specified in this Subparagraph 14.4 and maintained pursuant to the terms of this Agreement shall be made available, after appropriate advance notice and during the party's normal business hours, to designated representatives of the Auditor General of the State of California; First 5 California, an entity independent of the State of California; COMMISSION, an entity independent from the County of Riverside; and any other entities as required by state statute or court order. In the event CONTRACTOR does not make available its books and financial records for the Services within the borders of Riverside County for the Fiscal Audit, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COMMISSION, ADMINISTRATOR, or their designee necessary to obtain, review, and audit CONTRACTOR's books and financial records.

**14.5 Monitoring.** COMMISSION, ADMINISTRATOR, and First 5 California, and respective representatives, are authorized to conduct on-site monitoring at their discretion during reasonable times, including unannounced on-site monitoring as elected in the Exhibits. Monitoring activities may also include, but are not limited to, questioning employees, volunteers, and participants for the subject Services and entering any premises or any site in which any of the Services funded by this Agreement are conducted or in which any of the records of CONTRACTOR or any Subcontractor are kept. Nothing in this Agreement shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

**14.6 Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.** If CONTRACTOR receives federal funding under this Agreement, CONTRACTOR shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the Audit requirements in 2 CFR Part 200.500, *et seq.* The audit must be performed in accordance with generally accepted government auditing standards and 2 CFR Part 200.500, *et seq.*

**15. MAXIMUM PAYMENT OBLIGATION.** The "Maximum Payment Obligation" of COMMISSION to CONTRACTOR under this Agreement shall be xxxxx or the actual reasonable cost incurred and paid for the performance of the Services, whichever is less.

**15.1 Multi-Year Contracts.** For multi-year contracts, the Maximum Payment Obligation for each period shall be as follows:

**15.1.1** The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period xxx, 2023 through June 30, 2025, shall be \$xxxx.

**15.2 Billing/Payment Interval.** COMMISSION shall pay CONTRACTOR invoice payments monthly or quarterly in arrears, at ADMINISTRATOR's sole discretion, as specified in Exhibit A, for actual reasonable costs incurred and paid by CONTRACTOR to perform the Services required by this Agreement in accordance with the amounts and categories specified in the Project Budget, Exhibit B, for the Services; provided, however, that payments for each line item shall not exceed the amount specified, and ADMINISTRATOR may approve adjustments of the amount set forth within each line item, so long as the total of all amounts within all line items, as adjusted, shall not exceed COMMISSION's Maximum Payment Obligation. Notwithstanding the monthly or quarterly invoice payments and exclusive of the initial payment or the provisional payment, if any, an amount equal to ten percent (10%) of each monthly or quarterly invoice shall be withheld by COMMISSION through ADMINISTRATOR as the Retention Amount (defined in Subparagraph 15.8 below) pending the timely and successful completion of each Fiscal Audit as described above in Paragraph 14. The total of all invoice payments and provisional payments shall not exceed COMMISSION's Maximum Payment Obligation.

**15.3 Indirect Cost Rate.** CONTRACTOR shall apportion any indirect costs attributable to this Agreement determined by the Maximum Payment Obligation solely attributable and allocable to Services under this Agreement as the percentage of CONTRACTOR's total revenue received during the previous fiscal year. Notwithstanding anything to the contrary, CONTRACTOR's indirect cost rate shall in no event exceed ten percent (10%) of the applicable funding under this Agreement.

**15.4 Facilities/Lease Costs.** In the event that CONTRACTOR has an ownership interest in real property where Services are to be provided under this Agreement, CONTRACTOR shall only be entitled to the proportionate share of depreciation of the improvements at the rate of no more than four percent (4%) each year plus the proportionate share of real property taxes and maintenance.

**15.5 Invoices.** CONTRACTOR shall submit completed invoices monthly or quarterly upon a form approved or supplied by ADMINISTRATOR. (Attach Legacy Invoice and budget templates)

**15.5.1** Each monthly or quarterly invoice shall be submitted with an express written certification by CONTRACTOR representing and affirming to COMMISSION the following:

(a) CONTRACTOR has and maintains accurate records evidencing the requested monthly or quarterly payment, including, without limitation, the following: (1) original invoice(s), (2) original or true copies of source documents including, *inter alia*, statement of work performed, itemized on a monthly basis, general ledgers, supporting journals, time sheets, invoices, canceled checks (if received), or bank statements, receipts, and receiving records, and (3) originals or true copies of other receipts, agreement(s), or other documentation supporting and evidencing how the funds have been expended during the applicable quarter; provided, however, for the first monthly or quarterly payment, ADMINISTRATOR, in his or her sole discretion, may consider and approve an invoice from CONTRACTOR that includes reimbursement of CONTRACTOR expenses incurred prior to the Date of Agreement, as more fully set forth in the Project Budget, Exhibit B; and

(b) the Services provided during the preceding quarter (or any other period for which payment is requested) have not and do not supplant existing services but in fact, enhance or establish new services to Riverside County's prenatal through age five children.

**15.5.2** CONTRACTOR shall maintain, at CONTRACTOR's facility, source documentation for all invoices including, but not limited to, ledgers, journals, timesheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

**15.5.3** COMMISSION shall exercise reasonable efforts to cause the monthly or quarterly payments to be released within a reasonable time period from submittal of a complete invoice and current compliance with reporting obligations of Paragraph 19, approximately thirty (30) days after receipt of the invoice.

**15.6 Retention Amount.** CONTRACTOR expressly acknowledges and agrees that an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") may be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14. At ADMINISTRATOR's sole discretion, in place of an amount equal to ten percent (10%), CONTRACTOR's entire final monthly or quarterly invoice in each fiscal year may be withheld as the Retention Amount pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14.

**15.7 Final Invoice/Settlement.** With the exception of the Retention Amount payment, any and all final invoices for Services must be received by ADMINISTRATOR no later than sixty (60) days after the end of the term of this Agreement or sixty (60) days from the date of the earlier termination of this Agreement. Invoices for Services received after this date and time may not be processed for payment or reimbursed. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the date upon which the final invoice must be received.

**15.8 Source of COMMISSION Funding.** CONTRACTOR knowingly and expressly acknowledges and agrees that the sole source of funding provided and to be provided pursuant to this Agreement is and shall only be from monies allocated, received, and available to COMMISSION from the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act, unless otherwise expressly stated in **Exhibit XX**. To the extent, if at all, any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or legislation, and the funding provided for under this Agreement is affected, then COMMISSION is and shall be relieved of obligations under this Agreement, or this Agreement shall be modified or amended to conform to the changes to the Act, as elected by COMMISSION. If COMMISSION is not allocated or does not receive adequate funding for its performance under this Agreement, then COMMISSION shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes in funding allocations or changes to the Act, as elected by COMMISSION.

**15.9 Leveraging Funds.** For program sustainability, CONTRACTOR shall make all reasonable efforts to secure State of California or federal funds including, but not limited to certain State of California programs known to both parties as County-based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) where COMMISSION funds may be properly identified and used as a required eligible funding source to draw down such other funds. CONTRACTOR agrees that funds from this Agreement shall be used to perform CMAA and TCM claimable activities and that state and federal funds received, including funds received outside the term of this Agreement, as the direct result of its leveraging efforts shall be used for sustainability of and be reinvested in CONTRACTOR's COMMISSION funded programs. In order to receive CMAA or TCM funds, CONTRACTOR shall sign and maintain an agreement for the provision of CMAA or TCM Services with the County of Riverside Health Care Agency and comply with all County contracting

requirements. CONTRACTOR shall not use COMMISSION funds identified as a match for another funding source for the purposes of drawing down CMAA or TCM funds. This covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

#### **15.10 PROGRAM FEES**

**15.10.1** The parties agree that the following guidelines apply in the event fees of any amount are charged by CONTRACTOR to COMMISSION's target population of children ages prenatal to five years and their families ("Program Participants") for any service(s) provided under this Agreement.

**15.10.2** CONTRACTOR shall not charge fees to COMMISSION's Program Participants prior to obtaining ADMINISTRATOR's acknowledgment in writing.

**15.10.3** CONTRACTOR shall advise each COMMISSION Program Participant that fees may be charged and shall notify the Program Participant of any such fees prior to rendering services.

**15.10.4** CONTRACTOR shall advise each COMMISSION Program Participant that all fees will be waived if the Program Participant indicates an inability to pay and CONTRACTOR shall waive all fees if the Program Participant is unable to pay.

**15.10.5** CONTRACTOR shall not deny services to any COMMISSION Program Participant for any reason, including Program Participant's inability to pay for services.

**15.10.6** A full accounting of all fees charged and collected shall be documented by CONTRACTOR and shall be provided to ADMINISTRATOR upon request. At no time is CONTRACTOR permitted to collect fees for any purpose other than to continually provide services identified in this Agreement.

**15.10.7** All fees collected shall be fully accounted for and included in CONTRACTOR's Fiscal Audit as described in Paragraph 14.1 of this Agreement.

**16. OVERPAYMENTS.** Any payment(s) made by COMMISSION to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be immediately due to COMMISSION and repaid by CONTRACTOR. CONTRACTOR shall make repayment on any overpayment within thirty (30) days of COMMISSION's request. CONTRACTOR agrees to pay all fees and costs, including attorneys' fees, incurred by COMMISSION necessary to enforce the provisions set forth in this Agreement.

**16.1 Offset Permitted.** In the event an overpayment has been made or exists, ADMINISTRATOR may reconcile and offset the amount of the overpayment against the next installment payment due or against the final invoice amount due and to be paid, as elected in the sole discretion of ADMINISTRATOR. In the event the overpayment exceeds the final payment, the amount is immediately due and payable, and CONTRACTOR shall pay COMMISSION the sum within five (5) days of written notice from ADMINISTRATOR. Nothing in this Agreement shall be construed as limiting the remedies of COMMISSION in the event that an overpayment has been made.

**16.1.1 Offset Permitted under Subsequent Renewal or Other Pending Contract.**

COMMISSION's Strategic Plan is implemented through funding of various initiatives and certain contractors/funding recipients are and have been awarded multiple or renewed funding for services related and comparable to the Services provided under this Agreement. CONTRACTOR agrees that if this Agreement is either (i) a renewal contract related to prior funding to CONTRACTOR for services comparable to the Services, or (ii) CONTRACTOR has one or more other contracts pending with COMMISSION with a term or terms concurrent in whole or in part with this Agreement, then in the event an overpayment has been made or exists under this Agreement ADMINISTRATOR may reconcile and offset the amount of the overpayment against monies payable under the renewal contract or other contract pending with COMMISSION.

**17. RECORDS.**

**17.1 Maintain Complete Books and Records.** CONTRACTOR shall keep the books and records as shall be necessary relating to the Services so as to enable ADMINISTRATOR to evaluate the cost and the performance under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with Generally Accepted Accounting Principles (GAAP). ADMINISTRATOR, COMMISSION, and their staff, general legal counsel, and other COMMISSION consultants, as approved by ADMINISTRATOR, shall have full and free access to all books and records of CONTRACTOR and any Subcontractor, arising out of this Agreement, at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from the records.

**17.1.1** CONTRACTOR shall prepare and maintain accurate and complete financial records of its business operations and in particular all records related to the Services. Financial records shall be retained by CONTRACTOR for a minimum of three (3) years from the date of payment on the final invoice submitted by CONTRACTOR to ADMINISTRATOR under this Agreement or three (3) years after all pending audits are completed, whichever is *later*.

**17.2 Separation of Accounts.** All funds received by CONTRACTOR from COMMISSION pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of the accounts maintained pursuant to reasonable and prudent business practices. CONTRACTOR is not required to maintain separate depository accounts for funds; provided however, CONTRACTOR must be able to account for receipt, obligation, and expenditure of all COMMISSION funds.

**17.3 Form of Records.** CONTRACTOR may retain records in any reasonable and customary format as mutually determined in writing between CONTRACTOR and ADMINISTRATOR. The following forms of records are acceptable and pre-approved between the parties:

- (a) original hard copies;
- (b) information may be saved/retained electronically in a readily retrievable basis through a Microsoft Word™ 2007 or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Riverside County, California;
- (c) financial data and other spreadsheet information may be saved/retained electronically in a readily retrievable basis through a Microsoft Excel™ or comparable or compatible

format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Riverside County, California; or

(d) other technology for maintaining and transmitting records as approved in advance by ADMINISTRATOR.

**17.4 Release of Records.** The records of Services, data, surveys, drawings, specifications, reports, records, documents, evaluation reports, and other materials prepared by CONTRACTOR in the performance of this Agreement shall not be released publicly without the prior written approval of ADMINISTRATOR or as required by law. CONTRACTOR shall not disclose any information regarding the activities of COMMISSION, except as required by law or as authorized by ADMINISTRATOR.

**17.5 Ownership of Records.** Specialized methodology, formulae, software programs of CONTRACTOR, and other intellectual processes which have been specifically designed and developed by CONTRACTOR and which were not funded by or assisted in the development by COMMISSION or its agents which shall be deemed proprietary in nature and shall be and remain the proprietary property of CONTRACTOR. All other documents, information, software, and intellectual property and records, including, without limitation, the originals of all drawings, specifications, reports, records, data, surveys, documents, and other materials, whether in hard copy or electronic form, which are prepared by CONTRACTOR, its employees, Subcontractors, or agents in the performance of this Agreement, are and shall remain the property of COMMISSION and shall be delivered to ADMINISTRATOR, as appropriate, upon the termination of this Agreement or upon the earlier request of ADMINISTRATOR. CONTRACTOR shall have no right to further contracts, additional employment or employees, or additional compensation of whatever kind or nature as a result of the exercise by COMMISSION of its full rights of ownership of the documents and materials under this Agreement. CONTRACTOR may retain copies of the documents and materials for its own use but shall not enter into any contract or license for use or for payment of the documents. CONTRACTOR shall cause each Subcontractor to assign to COMMISSION any documents or materials prepared by it. In the event CONTRACTOR fails to secure the assignment, CONTRACTOR shall indemnify COMMISSION for all damages suffered by the failure to obtain the assignment. COMMISSION agrees that, if necessary, it will undertake reasonable and appropriate steps to maintain the proprietary nature of CONTRACTOR's proprietary property, except as may be required by applicable laws.

**17.6 Inspection and Access to Records.** ADMINISTRATOR and any authorized COMMISSION representatives, any authorized representatives of the State of California, and any authorized representatives of First 5 California shall have access to CONTRACTOR's records for the purpose of monitoring performance and provision of the Services pursuant to this Agreement. CONTRACTOR shall make available its records within the borders of Riverside County within ten (10) days after receipt of written demand by ADMINISTRATOR. In the event CONTRACTOR does not make available its records within the borders of Riverside County, CONTRACTOR agrees to pay all necessary and reasonable direct and indirect expenses incurred by COMMISSION or COMMISSION's designee(s) necessary to obtain CONTRACTOR's records.

## **18. PATENT AND COPYRIGHT INFRINGEMENT.**

**18.1** In lieu of any other warranty by COMMISSION or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its

expense any claim or suit against COMMISSION on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S. letters patent or copyright, and CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in writing of the suit or claim and given authority, information, and assistance at CONTRACTOR's expense for the defense of same. CONTRACTOR will not indemnify COMMISSION if the suit or claim results from: (1) COMMISSION's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONTRACTOR when such use in combination infringes upon an existing U.S. letters patent or copyright.

**18.2** CONTRACTOR shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify COMMISSION under any settlement made without CONTRACTOR's consent or in the event COMMISSION fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, at no expense to COMMISSION, shall obtain for COMMISSION the right to use and sell said item, or shall substitute an equivalent item acceptable to COMMISSION and extend this patent and copyright indemnity thereto.

## **19. CONTRACTOR OBLIGATION TO PROVIDE DATA FOR COMMISSION'S EVALUATION AND CONTRACTS MANAGEMENT SYSTEM.**

**19.1 Evaluation and Contracts Management System.** Services under this Agreement include tracking service data related to client outcomes about Riverside County children from prenatal through age five in furtherance of the goals and objectives of COMMISSION's Strategic Plan adopted pursuant to the Act. CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contract management system in its performance under this Agreement, there may be individual client-shared core data elements. It is the responsibility of each funding recipient, including CONTRACTOR, to participate in the evaluation and contract management system using the COMMISSION Confidentiality and Data Sharing Protocol. CONTRACTOR agrees it shall cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system and other information technology contractors; it shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system; and it shall utilize the evaluation and contract management system, or other data system, as elected by COMMISSION and its ADMINISTRATOR in their sole discretion, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all services provided by CONTRACTOR and each and all of COMMISSION's funding recipients. The level of participation with the evaluation and contract management system required by CONTRACTOR shall be determined by ADMINISTRATOR.

**19.1.1** CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contract management system in its performance under this Agreement, there shall be project-level reporting to COMMISSION with respect to CONTRACTOR's work plan through the evaluation and contract management systems as set forth in the Work Plan.



**19.2 Confidentiality.** Nothing in the above provisions relating to collection and reporting to the evaluation and contracts management system shall require CONTRACTOR to release or disclose confidential health data or other patient identification which is expressly protected from disclosure by applicable federal and state laws; provided however, any applicable exception set forth in applicable federal or state laws which permits disclosure by CONTRACTOR to COMMISSION of health or other data shall require disclosure by CONTRACTOR to COMMISSION and ADMINISTRATOR in order to input to the evaluation and contracts management system.

**20. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS.** To the extent any intellectual property, tangible or intangible, is developed, created, or modified with the monies provided by COMMISSION under this Agreement, or is otherwise separately funded by COMMISSION under other projects, programs, contracts, or agreements and utilized by CONTRACTOR under this Agreement, COMMISSION does and shall own all right, title and interest (including patent rights, copyrights, trade secret rights, and other intellectual property rights throughout the world) relating to any and all the inventions (whether or not patentable), works of authorship, designs, know-how, ideas, and information made or conceived or reduced to practice, in whole or in part, by CONTRACTOR pursuant to the scope of Services provided by CONTRACTOR to COMMISSION under this Agreement (collectively the “Inventions”). CONTRACTOR agrees it shall promptly disclose all Inventions to COMMISSION. CONTRACTOR agrees to make all assignments and execute the legal documents necessary to accomplish the ownership and control for the benefit of COMMISSION. CONTRACTOR shall further assist COMMISSION, at COMMISSION’s expense, to further evidence, record, and perfect the assignments and documentation, and to perfect, obtain, maintain, enforce, and defend any rights relating to the Inventions. CONTRACTOR irrevocably designates and appoints COMMISSION as its agent to lawfully perfect ownership and control of the Inventions (and if legally required for force and effect in order to perfect the ownership and control of the Inventions as its attorney-in-fact). As an agent, COMMISSION may act for and on CONTRACTOR’s behalf to execute and file any document and to do all other lawfully permitted and required acts to effect the ownership and control of the Inventions. If CONTRACTOR uses, provides, or discloses any of the Inventions when acting within the scope of CONTRACTOR’s performance of Services or otherwise on behalf of COMMISSION, COMMISSION will have and CONTRACTOR grants COMMISSION a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exercise all rights to the Inventions.

**21. COPYRIGHT ACCESS.** COMMISSION, the County of Riverside, and First 5 California shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use all material and work product (both tangible and intangible), if any, developed under this Agreement including those materials covered by copyright.

**22. NOTICES.**

**22.1 Method and Form of Notice.** Unless otherwise specified, all formal notices, invoices, claims, correspondence, or reports shall be addressed as follows:

**COMMISSION:** Riverside County Children and Families Commission  
Administrative Services - 585 Technology Court  
Riverside, CA 92507

**CONTRACTOR:** See Exhibit A

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

**22.2 Advisory Notices Required.** Notwithstanding the provisions of this Agreement relating to Claims, CONTRACTOR shall notify COMMISSION, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature that may expose COMMISSION to liability. These occurrences shall include, but not be limited to, accidents, injuries, acts of negligence, or loss or damage to any COMMISSION property in possession of CONTRACTOR.

## **23. RIGHTS OF TERMINATION.**

### **23.1 Termination for Convenience Prior to Expiration of Term.**

**23.1.1** COMMISSION may terminate this Agreement for its convenience at any time upon fifteen (15) days' written notice to CONTRACTOR. Upon receipt of a notice of termination for convenience, CONTRACTOR shall immediately cease performance under this Agreement, including all Services, except the Services that may be specifically approved by ADMINISTRATOR. CONTRACTOR shall be entitled to compensation for that part of the Services rendered prior to receipt of the notice of termination and for the part of the Services authorized by ADMINISTRATOR after the notice in accordance with the Project Budget, Exhibit B, or other arrangement for compensation as may be approved by the ADMINISTRATOR in writing.

**23.2 Termination for Cause Due to Default of CONTRACTOR.** COMMISSION reserves the express right to terminate this Agreement for cause due to the default, as defined in Paragraph 24, by CONTRACTOR in its performance obligations under this Agreement. In the event of termination, CONTRACTOR shall immediately cease performance and provision of Services as of the date the notice of default is received or deemed received, whichever occurs earlier. COMMISSION may take over the work and prosecute the same to completion by contract or otherwise. CONTRACTOR shall be liable to the extent that the total cost for completion of the Services required by this Agreement exceeds the compensation stipulated in this Agreement, provided that COMMISSION shall use reasonable efforts to mitigate damages. COMMISSION expressly reserves the right to withhold any outstanding payments to CONTRACTOR for the purpose of set-off or partial payment of the amounts owed COMMISSION as previously set forth in this Agreement.

## **24. DEFAULT.**

**24.1 Default by CONTRACTOR.** Failure by CONTRACTOR to perform or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In addition to immediate termination as set forth above in Paragraph 23.2 and any other remedies available at law, in equity, or otherwise specified in this Agreement, ADMINISTRATOR, in his or her sole discretion, may elect any or all of the following:

**24.1.1** Afford CONTRACTOR a time period of fifteen (15) days from the date notice is mailed to cure the default, or to commence to cure the breach and diligently pursue to completion of the cure of the breach within thirty (30) days of date notice is mailed;

**24.1.2** Discontinue payment and eligibility for payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which payment may not be entitled to later recovery;

**24.1.3** Offset against any funds invoiced by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to the above offset authority; and

**24.1.4** Withhold from any monies payable to CONTRACTOR sufficient funds to compensate COMMISSION for any losses, costs, liabilities, or damages it reasonably believes were suffered by or have been incurred by COMMISSION due to the default of CONTRACTOR in the performance of the Services required by this Agreement.

## **25. REVERSION OF ASSETS.**

**25.1 Unencumbered or Unexpended Funds.** Upon the termination or expiration of the term of this Agreement, CONTRACTOR shall transfer to COMMISSION any unexpended and unencumbered COMMISSION funds on hand at the time of the termination or expiration and any accounts receivable attributable to the use of subject funds.

**25.2 Real or Personal Property Assets.** Any real property or moveable or immovable personal property under CONTRACTOR's control or ownership that was acquired or improved in whole or in part with COMMISSION funds disbursed under this Agreement, the original cost of the property exceeded five thousand dollars (\$5,000) shall either be, at the election of ADMINISTRATOR: (1) used by CONTRACTOR for the Services or comparable services meeting the purposes of the Act and Strategic Plan for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified in the Project Summary, Exhibit A; or (2) disposed of and proceeds paid to COMMISSION in a manner that results in COMMISSION being reimbursed in the amount of the fair market value at the time of termination or expiration of this Agreement (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the value attributable to CONTRACTOR's out of pocket expenditures using non-COMMISSION funds for acquisition of, or improvements to, the real or personal property and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of the asset.

**25.2.1** In furtherance of the above provisions, if ADMINISTRATOR selects continued use of the capital asset, then CONTRACTOR agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. This covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

**25.2.2** In the event ADMINISTRATOR selects disposition of the subject real or personal property, then CONTRACTOR shall exercise due diligence to dispose of the property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of the disposition shall be disbursed directly to and be payable to COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements or completion of sale of personal property by bill of sale in accordance with UCC requirements.

**26. COUNTERPARTS.** This Agreement may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed or electronically scanned signatures shall have the same force and effect as an original signature.

**27. FORCE MAJEURE**

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, COMMISSION and CONTRACTOR have caused this Agreement to be effective in the County of Riverside, State of California, on the date first above written.

**COMMISSION**

**RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION**

By: \_\_\_\_\_  
Tammi Graham, Executive Director

Dated: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
Lynn Stephens, Executive Assistant IV

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Kristine Bell-Valdez, Supervising Deputy County Counsel

**[Signature block for CONTRACTOR on next page.]**

[Signature block continued from previous page.]

**CONTRACTOR**

Contractor/Authorized Signer

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Counsel

Dated: \_\_\_\_\_

## EXHIBIT A

### PROJECT SUMMARY

\_\_\_\_\_**CONTRACTOR**

**Agreement #\_XX-XX-XX**

**Project Name**

**Term: July 1, 2023 – June 30, 202X**

#### 1. **FUNDING RECIPIENT**

Contractor **COUNTY CHILDREN AND FAMILIES COMMISSION**  
a California **PUBLIC ENTITY**

Address

Contact:

Work Plan and Data Entry Contact:

Invoices/Documentation Contact:

Signatories:

#### 2. **BACKGROUND**

In late 2011, California was awarded a \$75 million grant from the U.S. Departments of Education and Health and Human Services Race to the Top-Early Learning Challenge Fund (RTT-ELC). The objective of RTT-ELC was to develop a successful statewide system to improve the quality of ELC programs and close the achievement gap. At the end of RTT-ELC in 2016, 30 of California's 58 counties were participating in California's Quality Rating and Improvement System (QRIS), Quality Counts California (QCC). After the RTT-ELC grant period, F5CA focused on QCC and continuing the state's momentum and expanding quality supports to reach every county through F5CA Improve and Maximize Programs so All Children Thrive (IMPACT) investment. The IMPACT 2020 investment further expanded to include all 58 counties, 10 regional Hubs, and Tribal Child Care Association of California (TCCAC).

IMPACT Legacy will build upon these prior investments in QCC and expand the breadth and depth of serving priority populations identified in this RFA. IMPACT Legacy is a comprehensive, statewide effort to enhance the quality of early learning and care (ELC) environments, with a focus on addressing the needs of the whole child, including health, child development, and family strengthening. Implementation for IMPACT Legacy will take place primarily at the county level, with some fiscal, training, infrastructure standards, and data reporting activities at the regional level. IMPACT Legacy is designed to strengthen and advance the ELC system and engage programs and early educators in Quality Counts California (QCC), the state's quality improvement system. IMPACT Legacy aligns with funding from the California Department of Education (CDE) and the California Department of Social Services (CDSS) Block Grants, including ongoing policy collaboration with CDE,

CDSS, and other partners. As the state's system is refined and functions shift toward sustainability, IMPACT Legacy fosters a sound infrastructure to leverage other funding sources and take QCC into the future.

### **3. PURPOSE AND SCOPE OF WORK**

In alignment with Proposition 10, the 2019 F5CA Strategic Plan, and F5CA's North Star and Audacious Goal, the purpose of IMPACT Legacy is to expand access to the Quality Counts California (QCC) quality rating and improvement system (QRIS) and resources for center and home-based ELC educators serving high-need communities and populations not already receiving quality support.

In this last cycle of IMPACT funding, F5CA will promote conditions in state, regional, and local systems that implement QCC structures aligned to sustainability and a Collective Impact model. Objectives towards fulfilling the purpose of IMPACT Legacy include understanding and eliminating barriers to participation and prioritizing children's well-being, workforce engagement and well-being, family engagement, and multilingual learners (MLL).

#### **A. Expand Access to Quality for Priority Children and Early Educators**

The IMPACT Legacy investment provides funding to support and retain a valued workforce through a commitment to comprehensive training, coaching, technical assistance, and professional development systems. These investments honor the diverse needs of educators and prepare them to implement learning strategies that meet the unique needs of the families in the communities they serve. Using research-based approaches, IMPACT Legacy prioritizes processes and procedures that are inclusive of all priority populations and address barriers to participation, and provides specific professional development (PD) opportunities to ELC providers that align with the following priority areas:

Safe, stable, nurturing relationships and environments (SSNREs) are essential to eliminate inequities and ensure healthy development. To advance systems that support SSNREs and healthy development outcomes for children, IMPACT Legacy is focused on:

Promoting nurturing adult-child interactions - Nurturing adult-child interactions that demonstrate positive reciprocal relationships support a child's emotional and mental well-being. Research shows greater learning gains across school readiness domains including social and emotional development, math, and early literacy for children who are engaged via nurturing adult-child interactions.

Supporting children's social and emotional well-being – IMPACT Legacy promotes support for social and emotional well-being. This includes teaching strategies to recognize and respond to the impact of traumatic stress through routine screenings, and engaging in efforts to strengthen resilience and protective factors.

The regulation of emotion and a positive sense of self establishes the ability for children to develop and maintain positive relationships with others, which directly impact learning, behavior, and development.



Research suggests that trauma-informed care is associated with considerable benefits for children and their families, including reducing challenging behavior and toxic stress. Trauma-informed relationships build meaningful partnerships and address the intersections of trauma and equity.

Strategies to reduce suspension and expulsion – Suspension and expulsion practices have adverse outcomes for social and emotional development and learning. Research shows training and support services for staff, especially in managing challenging behavior, recognizing trauma, promoting social-emotional development, and self-reflective strategies to identify and correct potential biases support the workforce in reducing and eliminating suspension and expulsion practices. Support services can include: Collaboration with parents through meaningful family engagement; Coaching, communities of practice, and mental health consultation; Early intervention, evaluation, and referral for service; Best practices for challenging behaviors – When providers and parents recognize the antecedents to challenging behaviors and have the appropriate resources to assist the child through age- and developmentally-appropriate methods, long-term negative childhood outcomes can be mitigated. Professional Development offerings to ELC providers, coaches, administrators, and other interested parties on best practices such as Teaching Pyramid; Coaching, peer mentoring, and communities of practice; Practices to mitigate Adverse Childhood Experiences (ACEs) - Mitigating ACEs are essential to a child's health, behavior, and opportunity over their lifetime. To impact the strongest start for children, IMPACT Legacy will promote systemic coordination, screening, training, and family engagement strategies to mitigate and prevent further harmful events. Anti-bias and anti-racism - Policies, structures, procedures, and processes to counteract and prevent bias and racism will be embedded into learning environments and curricula. These structures will promote expanded communities of learners that enable everyone to learn and grow in an environment with mutually respectful relationships.

## B. Family Engagement

F5CA defines family engagement as a relationship-based, mutual, respectful, and responsive partnership between families, ELC providers, and other related professionals to promote children's development, learning, and wellness. Family engagement happens when early childhood professionals and families actively participate in an ongoing process of building and maintaining these meaningful relationships. IMPACT Legacy funds will promote meaningful family engagement through:

- Building ELC provider capacity to authentically engage parents and families: Family engagement strategies must be driven by characteristics and values of the families. This requires free exchange of information to create shared goals for experience within an educational setting not solely around educational milestones. Authentic family engagement improves interactions that promote children's healthy development.
- Promoting the value and impact of family engagement: Meaningful family engagement improves experiences across various service systems, diverse populations, and communities. Family engagement is a necessary component in improving outcomes for children. When families authentically engage as partners in decision making, policy development and system

improvement, behavioral concerns and disciplinary actions (such as suspension and expulsion) are reduced. QCC has training and resources available via the Family Engagement Toolkit and Family Engagement Resource Guide. C. Support for Multilingual Learners IMPACT Legacy seeks to uplift caregiving and instructional strategies that ensure culturally sensitive and effective interaction and practice. These strategies are intended to support MLL children and their families to develop language proficiency in both English and their home language. Supporting authentic family engagement for these families allows for deeper more meaningful interactions, creating positive, reciprocal, and trusting learning and care environments. First 5 California's Dual Language Learner Pilot study found that early educator knowledge of language development and best practices for supporting MLLs from birth through age 5 is foundational in high-quality early learning and care. The benefits of multilingualism should be reinforced by instructional practices that prioritize home language competency and multilingual development. Culturally responsive care and teaching strategies incorporate the child and family culture into the ELC setting in meaningful ways. Specifically, they recognize and celebrate values, customs, beliefs, and home language of the children and families in their care. In honoring cultural differences, relationships, and respect are fostered.

#### **4. IMPACT Legacy Infrastructure**

To achieve the purpose of IMPACT Legacy, objectives are identified by state, regional, and local level activities, and responsibilities.

#### **4. WAIVERS/AMENDMENTS TO AGREEMENT**

None.

#### **5. INVOICING/PAYMENT ELECTIONS**

As of the Date of Agreement, the Parties mutually agree to the following invoicing/payment elections. Notwithstanding anything to the contrary and provided that any modifications to these elections do not alter the overall goals and basic purpose of the Agreement and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR and CONTRACTOR may, in accordance with the authority described in Section 2.2 of this Agreement; make future modifications to the following invoicing/payment elections.

- 5.1** Initial Payment. The Parties do not anticipate an Initial Payment request as described in Paragraph 15.2 of this Agreement.
- 5.2** Billing/Payment Interval. The Parties agree that the interval for Billing and/or Payment for this Agreement as described in Paragraph 15.4 is quarterly.
- 5.3** Retention Timing. No retention is anticipated.

#### **6. Funding Source and Additional Requirements**

- 6.1** The parties acknowledge that funding for this Agreement includes IMPACT Legacy funding from First 5 CA.

- 6.2** The records retention period for this Agreement shall be five (5) years from the date of final disbursement of funds under this Agreement or the completion of any pending reviews or audits.

**EXHIBIT B**  
**PROJECT BUDGET**

| <b>RIVERSIDE COUNTY<br/>CHILDREN AND FAMILIES<br/>COMMISSION</b> | <b>Funds Due<br/>07/01/23 – 06/30/24</b> | <b>Funds Due<br/>07/01/24 – 06/30/25</b> | <b>Total Funds</b> |
|------------------------------------------------------------------|------------------------------------------|------------------------------------------|--------------------|
| <b>PERSONNEL</b>                                                 |                                          |                                          |                    |
| Staffing                                                         | \$                                       | \$                                       | \$                 |
| Benefits                                                         | \$                                       | \$                                       | \$                 |
| <b>OPERATIONS</b>                                                |                                          |                                          |                    |
| Materials/Supplies                                               | \$                                       | \$                                       | \$                 |
| Travel                                                           | \$                                       | \$                                       | \$                 |
| Incentives/Stipends                                              | \$                                       | \$                                       | \$                 |
| Contractual                                                      | \$                                       | \$                                       | \$                 |
| Other                                                            | \$                                       | \$                                       | \$                 |
| <b>SUBTOTAL PERSONNEL<br/>AND OPERATIONS</b>                     | <u>\$</u>                                | <u>\$</u>                                | <u>\$</u>          |
| <b>Indirect Costs Rate (not to<br/>exceed 10%)</b>               | \$                                       | \$                                       | \$                 |
| <b>TOTAL FUNDS DUE</b>                                           | <u>\$</u>                                | <u>\$</u>                                | <u>\$</u>          |

**MAXIMUM PAYMENT OBLIGATION: \$**

Funds shall only be expended for the purposes set forth in this Agreement and the First 5 CA Request for Application (RFA) No. GAN IL 2023: IMPACT Legacy

Any expenditure of funds deemed non-allowable as defined in the First 5 CA RFA is not permitted under this Agreement.

## EXHIBIT C

### ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR STATUS

This **Acknowledgment of Independent Contractor Status** (“Acknowledgment”) is an exhibit and fully incorporated into that certain Agreement for provision of Services (“Agreement”) dated July 1, 2023 by and between **Riverside County Children and Families Commission** (“COMMISSION”) and **XXXXXXX COUNTY CHILDREN AND FAMILIES COMMISSION**, a PUBLIC ENTITY (“CONTRACTOR”). This Acknowledgment is intended to define and affirm the relationship between COMMISSION and CONTRACTOR as set forth in the Agreement. CONTRACTOR has been fully informed, has had the opportunity to be advised or has been advised by counsel of its choosing, and knowingly and willingly acknowledges and agrees as follows:

1. CONTRACTOR on behalf of itself and each and every person acting by, through, or for CONTRACTOR (together, “CONTRACTOR”), is not an employee of COMMISSION.
2. CONTRACTOR is an independent contractor to COMMISSION.
3. Because CONTRACTOR is not an employee of COMMISSION, CONTRACTOR is not entitled to receive health benefits or any other benefits provided by COMMISSION to its regular employees.
4. CONTRACTOR is not eligible to join in or participate in any benefit plans offered to those individuals listed on COMMISSION’s payroll as regular employees.
5. CONTRACTOR is and shall remain ineligible for employment benefits provided to COMMISSION’s regular employees, or for participation in such benefit plans, even if it is later determined that COMMISSION has misclassified CONTRACTOR as an independent contractor for tax or other purposes.
6. CONTRACTOR hereby waives any right it may have to claim it is an employee or challenge its status as an independent contractor of COMMISSION.
7. CONTRACTOR releases COMMISSION and its Commissioners, officers, board members, employees, and agents (together, “COMMISSION”) from any and all obligations, liabilities, causes of action, and/or claims that exist or may arise under applicable laws that relate to CONTRACTOR’s acknowledgment, release, and agreement of its status as an independent contractor (not an employee) of COMMISSION.
8. In making this Acknowledgment and the release and waiver for this Agreement, CONTRACTOR acknowledges it has been advised concerning the content and meaning of and understands and is familiar with the provisions of California Civil Code Paragraph 1542, which provides as follows:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

CONTRACTOR represents and warrants it understands the purpose, meaning, and effect of Paragraph 1542 above, but nevertheless freely and knowingly waives and relinquishes any right or benefit that it has or may have under Paragraph 1542 of the Civil Code of the State of California, or any similar provision of law as such relates to the status of CONTRACTOR as an independent contractor, not an employee, of COMMISSION.

**CONTRACTOR**

**RIVERSIDE COUNTY CHILDREN AND  
FAMILIES COMMISSION**

By:

\_\_\_\_\_  
Tammi Graham, Executive Director  
Authorized Signature

Date: \_\_\_\_\_

9. **23-38:** Approve and Ratify Contract with American Academy of Pediatrics (AAP) District IX, Chapter 2 to Implement Reach Out and Read Initiative in Riverside County (**CONTRACT NO. CF24109**) from July 1, 2023 - June 30, 2024 [**\$320,000 - PROP 10 FUNDS**]

**331**





AGENDA ITEM: 23-38  
DATE OF MEETING: JULY 17, 2023  
ACTION: ☒  
INFORMATION: ☐

**APPROVE AND RATIFY CONTRACT WITH  
AMERICAN ACADEMY OF PEDIATRICS (AAP)  
DISTRICT IX, CHAPTER 2 (CONTRACT NO. CF24109) TO IMPLEMENT  
REACH OUT AND READ INITIATIVE IN RIVERSIDE COUNTY  
FROM JULY 1, 2023 – JUNE 30, 2024  
[\$320,000 – PROP 10 FUNDS]**

**SUMMARY OF REQUEST**

Approve Contract No. CF24109 with the American Academy of Pediatrics, Chapter 2 (AAP) for an amount not to exceed \$320,000, effective July 1, 2023 – June 30, 2024. Approval of this agreement will continue support of the Reach Out and Read (ROAR) initiative to enlist pediatricians to connect reading as a vital practice in early development during well-child visits with children between the ages of six months through five years.

**BACKGROUND**

The mission and purpose of Reach Out and Read are to give young children a foundation for success by incorporating books into pediatric care and encouraging families to read aloud together.

ROAR helps prepare children for success in kindergarten by reaching them before they enter a formal preschool or classroom setting. Reading proficiency at the end of third grade is one of the most important predictors of school success and high school graduation. Students who are not reading proficiently by the end of third grade are four times more likely not to graduate from high school. Yet in Riverside County, according to Kidsdata.org, only 46% of third graders are meeting or exceeding grade-level in reading proficiency.

Among low-income students, the numbers are more dire. The foundation for third-grade reading proficiency isn't laid in third grade or even in kindergarten. The best opportunity to influence a child's future is in the first three years, a critical window of rapid brain development that does not occur at any other time.

AAP collaborates with pediatric teams in the Inland Empire to work with parents of young children to help them become their child's first and most important teachers. According to a recent study from Zero to Three, over 80% of parents frequently turn to their healthcare providers for advice and over 90% express a high degree of trust in their pediatricians.



Based on similar models, including in San Bernardino County, First 5 Riverside County will contract with the American Academy of Pediatrics, California Chapter 2, to build/implement a Reach Out and Read Initiative in Riverside County by supporting pediatricians currently affiliated with the initiative and recruiting new pediatricians to participate. The AAP Chapter 2 serves seven counties in the Inland Empire, Los Angeles, and Central Coast regions. Details of the program design are included in Attachment 2 (Reach Out and Read Summary).

## **RECOMMENDED ACTION**

That the Commission:

1. Approve Contract No. CF24109 with the American Academy of Pediatrics, District IX, Chapter 2, effective July 1, 2023 – June 30, 2024, for an amount not to exceed \$320,000 in substantially the same form as the attached contract, subject to County Counsel's approval as to form, and authorize the Executive Director to sign the contract on behalf of the Commission.
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 Contract CF24109, 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 Commission.

## **BUDGET IMPACT**

Adequate appropriation has been included in the approved FY 23/24 budget to support funding for this initiative (938001-25800-92950-527980).

## **STRATEGIC PLAN RELEVANCE**

Priority Goal Area 2: Comprehensive Health and Development

## **POTENTIAL CONFLICTS OF INTEREST**

None Known

## **ATTACHMENTS**

1. CF24109 – American Academy of Pediatrics ROAR Contract
2. Reach Out and Read Summary

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION  
CONTRACT  
INVESTMENT OF FUNDS  
585 Technology Court  
Riverside, California 92507

RCCFC AWARD: **CF24109**

CONTRACTOR: **American Academy of Pediatrics, District IX, Chapter 2**

CONTRACT TERM: **07/01/2023 – 06/30/2024**

MAXIMUM REIMBURSABLE AMOUNT: **\$320,000.00**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed **\$320,000.00**.

**Compensation:** The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the “Contract”) shall not exceed **\$320,000.00** as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the “COMMISSION” or “COUNTY”), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10, to provide services and results as set forth in Attachments A, B, C and D attached hereto as incorporated herein by reference, subject to the following terms and conditions:

**IN WITNESS WHEREOF**, COMMISSION and CONTRACTOR have executed this Contract.

| Authorized Signature for COMMISSION:                                                                                  | Authorized Signature for CONTRACTOR:       |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
|                                                                                                                       |                                            |
| Tammi Graham, Executive Director                                                                                      | Tomás Torices, M.D.                        |
| Date Signed:                                                                                                          | Title:<br>Executive Director               |
| 585 Technology Court<br>Riverside, CA 92507-2423                                                                      | P.O. Box 94127<br>Pasadena, CA 91109       |
| APPROVED AS TO FORM SIGNATURE:<br> | Date Signed:                               |
| Kristine Bell-Valdez<br>Supervising Deputy County Counsel                                                             | ATTEST SIGNATURE:                          |
| Date Signed: <b>7/05/23</b>                                                                                           | Lynn M. Stephens<br>Executive Assistant IV |
|                                                                                                                       | Date Signed:                               |

**RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION**

**CONTRACT TERMS AND CONDITIONS**

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## Terms and Conditions

### 1. NOTICES

All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after deposit in the United States mail, postage prepaid:

COMMISSION:

Tammi Graham, Executive Director  
First 5 Riverside County  
585 Technology Court  
Riverside, California 92507

CONTRACTOR:

Tomas Torices, M.D.  
American Academy of Pediatrics  
P.O. Box 94127  
Pasadena, CA 91109

Or to such other address as the parties may hereafter designate in writing.

### 2. SOURCE AND SCOPE OF CONTRACT

- A. This Contract award is valid and enforceable only if sufficient funds are available to the COMMISSION from Proposition 10 tax dollars for the total term of the Contract. It is mutually agreed that if the State does not appropriate sufficient Proposition 10 funds, this Contract shall be amended to reflect any reduction in funds.
- B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the State of California, which may affect the provisions, terms, or funding of this Contract in any manner.
- C. This Contract award is designated for an investment of funds to provide services to address Child Health & Development, Quality Early Learning or Resilient Families in accordance with the current COMMISSION Strategic Plan. Services are to be provided to benefit children 0 through 5 years of age (may also be abbreviated as "0-5") who reside in Riverside County.

### 3. DEFINITIONS

Terminology included within the Terms and Conditions of the Contract are defined by the Riverside County Children & Families Commission as stated below:

**Commission:** The Riverside County Children & Families Commission, an assembly of Commissioners appointed by the Riverside County Board of Supervisors, which is responsible for establishing policy and directing Proposition 10 funds at the County level.

**Contractor:** The government or other legal entity to which the Contract is awarded and which shall be accountable to the Commission for the use of funds provided.

**County:** The Riverside County Children & Families Commission, the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

**Data Management System:** An online data management system used to collect and analyze client demographics, services, and target accomplishments.

**Executive Director:** The designated lead director of the Commission.

**Fiscal Year:** The Commission's fiscal year is July 1 through June 30.

**Performance Target:** The specific results that a CONTRACTOR will commit to achieving as outlined in the Scope of Work.

**Performance Target Accomplishment Schedule:** The specific timeline that a CONTRACTOR will commit to adhere to achieving specific results as outlined in the Scope of Work.

**Probationary Status:** CONTRACTOR is given notice of non-compliance after failing to correct deficiencies and has been placed in a status that may require additional monitoring, announced and unannounced visits, additional reporting by CONTRACTOR, an evaluation by COMMISSION staff and a report to the COMMISSION inclusive of recommendations regarding the disposition of the Contract.

**Scope of Work (SOW):** A documented qualitative and quantitative description of the project deliverables (i.e, what the CONTRACTOR is funded to do).

#### **4. TERM**

The term of this Contract shall be from **07/01/2023** through **06/30/2024** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

#### **5. COMPLIANCE, DISALLOWANCE, WITHHOLDING**

If CONTRACTOR fails to comply with any conditions contained within this Contract, the COMMISSION may place the CONTRACTOR in a probationary status, temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost of activity not in compliance, and/or request repayment to the COMMISSION if any disallowance is rendered after audit findings. Written notification of non-compliance will be sent to the identified contact person and the CONTRACTOR'S Executive Director or other lead staff authorized by the CONTRACTOR'S governing board or ownership within twenty (20) working days.

#### **6. TERMINATION**

**A. By COMMISSION:** The COMMISSION may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, the CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise).

##### **1. Termination for cause:**

- a. Due to Default or Breach of Contract.** Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the COMMISSION may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COMMISSION provides CONTRACTOR the opportunity to cure breach within twenty (20) working days of receipt of notice, and CONTRACTOR does so to COMMISSION'S satisfaction.
- b. Due to Health and Safety Concerns of Clients.** The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract

may also be immediately terminated at the sole discretion of the COMMISSION if the CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

- c. **Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.
- d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.
- e. **Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**B. By CONTRACTOR:** CONTRACTOR may terminate this Contract in whole or in part upon thirty (30) calendar days' written notice to the COMMISSION.

## **7. REQUIREMENT OF SUPPLEMENTING PROGRAM**

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 funds shall ONLY be used to supplement a CONTRACTOR'S program. The COMMISSION endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

## **8. DATA MANAGEMENT**

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the COMMISSION. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports (PPR), utilization of the COMMISSION developed reporting systems and Administrative Review formats and required training(s) to familiarize and implement the results-based accountability framework. The COMMISSION continues to refine its evaluative processes that will assist the COMMISSION, its CONTRACTORS and the community to successfully increase and measure the impact of the Proposition 10 in Riverside County. Where



appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative processes. Specific areas may include but are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

#### **9. SCOPE OF WORK (SOW)**

- A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.
- B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.
- C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).
- D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.
- E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

#### **10. REIMBURSEMENT OF COSTS**

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by COMMISSION action. Reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the SOW and methodology contained in Attachment A as determined by the COMMISSION. The COMMISSION shall allocate the funds to CONTRACTOR as follows:

- A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

- B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

## **11. FISCAL AND PROGRAM REPORTING REQUIREMENTS**

### **A. Fiscal Reporting**

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4<sup>th</sup> quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR.

If applicable, CONTRACTOR shall provide copies of the claim report submitted monthly for Medi-Cal and/or any other state or federal reimbursements. In addition, the CONTRACTOR will provide the subsequent revenue reports that will reconcile the claim reports.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due as described in paragraph one of this section. All reimbursement costs not submitted at the time of the Final Fiscal Expenditure Report will be disallowed.

Payment information, including amount, payment reduction or payment withheld may be obtained by the CONTRACTOR via the data management system.

### **B. Program Reporting**

As requested by COMMISSION, CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR'S services or to provide information about CONTRACTOR'S program. CONTRACTOR shall report program and demographic data on participants, where appropriate, service and outcome data with measurement tools approved by COMMISSION. CONTRACTOR shall enter data (quantitative and qualitative) in the evaluation database system designated by COMMISSION. CONTRACTOR shall submit complete data, in accordance with the SOW.

### **C. Monthly Reporting**

CONTRACTOR shall input and submit program data into the COMMISSION'S data management system on a monthly basis and input must be completed by the 20th of the month

following Contract performance. If the reporting due date falls on a weekend or holiday, the due date will be on the following business day. The due date for program data submitted in the 4th quarter (April, May and June) may be modified by COMMISSION as required to meet internal COUNTY and State reporting deadlines. Modified due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Any changes that occur with program data input must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the change.

Example: Changes to program data in the first quarter must be adjusted and reconciled before the end of the 2nd quarter (December 30th, as reported in the January 30th report). A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly program data input and quarterly Program Progress Report (PPR) responsibility.

#### **D. Quarterly and Annual Reporting**

CONTRACTOR shall submit Program Progress Reports (PPR) which includes quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in the SOW and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course corrections, client success stories, sustainability and public awareness/policy change activities for the quarter. CONTRACTOR is required by the COMMISSION to complete and submit Program Progress Reports electronically via the COMMISSION'S data management system.

For each reporting period, CONTRACTOR shall provide the COMMISSION with a Program Progress Report within thirty (30) calendar days from the end of the reporting period. In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Quarterly Program Progress Reporting due dates for each Contract period are as follows:

- QUARTER 1 (July 1 – September 30): Report Due October 20
- QUARTER 2 (October 1 – December 31): Report Due January 20
- QUARTER 3 (January 1 – March 31): Report Due April 20
- QUARTER 4 (April 1 – June 30): Report Due July 11 (Final Cumulative Program Progress Report), Quarter 4 due date may be modified by COMMISSION as necessary to meet County and/or State reporting deadlines.

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. The first quarterly report is due October 20th of the current fiscal year.

CONTRACTOR agrees that failure to submit reports as specified will be sufficient cause for the COMMISSION to withhold any payment due until reporting requirements have been fulfilled.

#### **12. REIMBURSEMENT OF FUNDS TO THE COMMISSION**

If CONTRACTOR has been overpaid in the previous fiscal year, the COMMISSION will, in instances where the Contract is renewed, reduce subsequent payment(s) to recover the amount overpaid.

Notwithstanding any other provision herein, CONTRACTOR agrees to reimburse, in full, all funds received from the COMMISSION, upon request of the COMMISSION, where such funds as determined by the COMMISSION are not or have not been utilized by CONTRACTOR for purpose

as intended by the COMMISSION. The terms and conditions of reimbursement shall be at the sole discretion of the COMMISSION. This provision is not terminated upon termination of this Contract.

### **13. COMMISSION FISCAL REQUIREMENTS**

#### **A. Budget Revisions**

A Budget Revision Form may be submitted by the CONTRACTOR to the COMMISSION to modify budget line(s) of the approved budget. The request must indicate the proposed line item change, the budget as amended applying the requested change, a written justification for each requested change, and signed by an authorized representative. The request cannot result in any alteration or degradation to the program services and performance targets as specified in this Contract.

The COMMISSION Executive Director (or designee), on behalf of the COMMISSION, has the authority to approve or deny the request, provided that the modification does not deviate from the original intent of the Contract or increase the total Contract amount. CONTRACTOR is limited to two (2) budget revisions per fiscal year.

The CONTRACTOR must submit any Budget Revision Forms to the COMMISSION or designee no later than **March 31st** of the fiscal year.

#### **B. Amendments**

Necessity for budget amendments to this Contract will be determined by the COMMISSION Executive Director (or designee) and may include, but are not limited to, Contract increases or decreases and significant changes to the Scope of Work (SOW). All budget amendments to the Contract shall require formal approval of the COMMISSION Executive Director acting on behalf of the COMMISSION, as provided herein before such amendments are effective. Major budget amendments, as determined by the COMMISSION Executive Director, in consultation with County legal counsel, will require formal approval of the COMMISSION. Contract budget amendments shall be considered until March 31st of each fiscal year.

#### **C. Cost Allocation Plan**

CONTRACTOR shall have or will establish a Cost Allocation Plan (CAP) to identify prorated costs shared by multiple funding sources, including Proposition 10 funds. CONTRACTOR shall identify any other funding sources and organizations whose cooperation/participation is necessary to ensure the success of the project. CONTRACTOR'S CAP must be approved by CONTRACTOR'S appropriate governing body and submitted with the executed Contract.

A CAP is defined as a written summarization that documents the methods and procedures CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair share, of the total costs. The CONTRACTOR must have a method of identifying and distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

A written CAP is required if any of the conditions below are met:

- a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.
- b. A single-funded staff member shares time between two or more COMMISSION funded programs.

- c. The same facilities and/or resources are utilized by more than one funded program.

#### **D. Overhead/Indirect Costs**

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are excluded from the indirect cost calculation.
2. Indirect cost percentage rate included in the Budget, to this Contract, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.
3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.
4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

#### **E. Revenues Received**

All revenue received by the CONTRACTOR (except funds received from the COMMISSION) to operate the program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

#### **F. Payroll Taxes**

The COMMISSION shall not be directly responsible for the payment of any taxes on the CONTRACTOR'S behalf. In the event that the COMMISSION is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the COMMISSION for the full value of such paid taxes plus interest and penalty, if any. Taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

#### **G. Payor of Last Resort**

CONTRACTOR shall obtain funding through sources other than the COMMISSION to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as Medi-Cal, Healthy Families, federal or state-funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. CONTRACTOR must provide written verification upon request.

#### **14. CONTRACTOR AUDIT REQUIREMENTS**

- A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.
- B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

#### **15. INVENTORIAL EQUIPMENT**

- A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars (\$1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars (\$1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.
- B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.
- C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars (\$1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

#### **16. REVERSION OF ASSETS**

**Real or Personal Property Assets.** Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in-whole or

in-part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the COMMISSION and CONTRACTOR, where the original cost exceeded one thousand dollars (\$1,000.00) shall either be: (1) used by CONTRACTOR for the services described in the SOW for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in the SOW; or (2) disposed of and proceeds paid to the COMMISSION in a manner that results in the COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR'S out of pocket expenditures using non-commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

- A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.
- B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

#### **17. TOBACCO CONTROL POLICY**

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the COMMISSION-funded activities. The Comprehensive Tobacco Control Policy, as attached hereto.

#### **18. CONDUCT OF BUSINESS**

**CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in Termination of Contract.**

- A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.
- B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.
- C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.
- D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

- E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.
- F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.
- G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.
- H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.
- I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.
- J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.
- K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

#### **19. RECORDS MANAGEMENT AND MAINTENANCE**

- A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.
- B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.
- C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:



- a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and
  - b. Submission of the Program Progress Report on a quarterly basis.
- D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.
- E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).
- F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.
- G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

## **20. PUBLIC DISCLOSURE OF DOCUMENTS**

CONTRACTOR acknowledges and agrees that information, communications, and documents given to the COMMISSION during meetings involving COMMISSION members, staff, finance or COMMISSION Advisory Committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the COMMISSION in order that it may fully comply with the requirements of such laws and regulations.

## **21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION**

- A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.
- B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.
- C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of

the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

- D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

## **22. GOVERNING LAW AND VENUE**

- A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.
- B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.
- D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

## **23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES**

- A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.
- B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.
- C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:
  - 1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
  - 2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and
  4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.
- D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.
- E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.
- F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

#### **24. PUBLICITY AND ATTRIBUTION REQUIREMENTS**

- A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.
- B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside County"

"Funded by First 5 Riverside County"

"Funded by First 5 Riverside County - the Riverside County Children & Families Commission"

"Hecho posible por medio de fondos de Primeros 5 Riverside County"

"Financiado por Primeros 5 Riverside"

For events, conferences or programs with multiple funders, one of the following attributions shall be used:

"Funded in part by First 5 Riverside County"

"Funded in part by First 5 Riverside County - the Riverside County Children & Families Commission"

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County - Comisión de Niños y Familias del Condado de Riverside"

When space is limited (i.e., buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTOR shall contact the COMMISSION'S Public Information Specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.

- C. The approved First 5 Riverside County logo (graphic) shall be used on materials specific to the COMMISSION funded program. CONTRACTOR shall use the approved First 5 Riverside County logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside County graphics attribution standard as posted on the COMMISSION public website ([www.First5Riverside.org](http://www.First5Riverside.org)).
- D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.
- E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website ([www.First5Riverside.org](http://www.First5Riverside.org)).

## **25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY**

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the COMMISSION. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments, hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction or proselytizing.

## **26. WORK PRODUCT**

- A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.
- B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

## **27. NON-DISCRIMINATION**

Pursuant to the Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, CONTRACTOR shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal Laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through the California Department of Health Care Services. This Contract hereby incorporates by reference the provisions of Title 2, California Code of Regulations, Section 11105 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, California Code of Regulations, Section 11105 et seq. and further agrees to include this Non-Discrimination clause in all subcontracts to perform services under this Contract.

## **28. CHILD ABUSE REPORTING**

CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

- A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;
- B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;
- C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

## **29. DEPARTMENT OF JUSTICE CLEARANCE**

CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

CONTRACTOR must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

## **30. ADULT AND ELDER ABUSE REPORTING**

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to

Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) working days.

### **31. INDEPENDENT CONTRACTOR**

It is understood and agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the CONTRACTOR and the COMMISSION. The CONTRACTOR, nor CONTRACTOR'S officers, agents, employees or subcontractors, shall not be entitled to any COMMISSION paid employee benefits, including Workers' Compensation.

### **32. HOLD HARMLESS/INDEMNIFICATION**

CONTRACTOR shall indemnify and hold harmless COMMISSION, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to in this section as the "COUNTY") from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives under this Contract. CONTRACTOR shall defend the COUNTY at CONTRACTOR'S sole expense, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards), the COUNTY in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at sole cost, have the right to use counsel of choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the COUNTY as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Contract shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

In the event there is a conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

- A. If CONTRACTOR is a public entity, as defined by applicable law, the COMMISSION and CONTRACTOR, to the extent that liability may be imposed on the COMMISSION by the provisions of Government Code Section 895.2, shall be liable for acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either the COMMISSION or CONTRACTOR'S, employees or representatives, performance or omission of any act or responsibility of either party under this Contract. In the event that a claim is made against both the COMMISSION and CONTRACTOR, both parties shall cooperate in the defense of said claim and to cause insurers to do likewise.

- B. CONTRACTOR agrees to indemnify the COMMISSION for all federal/state withholding or state retirement payments, which the COMMISSION may be required to make by the federal or state government as a result of this Contract. If for any reason, CONTRACTOR is determined not to be an independent contractor to the COMMISSION in carrying out the terms of the Contract, such indemnification shall be paid in full to the COMMISSION upon sixty (60) calendar days written notice to CONTRACTOR if a federal and/or state determination is made that such payment is required.'

### **33. INSURANCE**

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. Pertinent to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

#### Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than one million dollars (\$1,000,000) per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

#### Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross-liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insureds. Policy limit of liability shall not be less than one million dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

#### Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. The policy shall name the COUNTY as Additional Insured.

Professional Liability Insurance:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'S performance of work included within this Contract, with a limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Contract and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue as long as the law allows.

General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY'S Risk Manager waives a requirement or a particular insurer, such waiver is only valid for that specific insurer and only for one (1) policy term.
2. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds five hundred thousand dollars (\$500,000) per occurrence such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the COUNTY and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention with respect to this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and/or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) working days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR'S insurance carrier(s) policies does not meet the minimum notice of requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a thirty (30) day Notice of Cancellation Endorsement.
4. In the event of a material modification, cancellation, expiration or reduction in coverage, this Contract shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsement and if requested, certified original policies of insurance including all endorsements and all other attachments as required in this Section. An individual



authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5. It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
6. If during the term of this Contract or any extension thereof there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the SOW; or this Contract, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverage currently required herein, if in the COUNTY Risk Manager's reasonable judgment the amount or type of insurance carried by the CONTRACTOR has become inadequate.
7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
8. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. CONTRACTOR agrees to immediately notify COUNTY in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

Adjustment and/or Waiver of Requirements:

The COMMISSION Executive Director (or designee), in consultation with the COUNTY'S Risk Manager, may adjust the insurance requirements set forth herein as deemed necessary for the Contract, and/or may waive insurance requirements where not applicable to the Contract. Insurance endorsements shall be submitted to the COMMISSION upon submission of the fully executed Contract, but no later than when contract work commences.

**34. ASSIGNMENT**

This Contract shall not be assigned by CONTRACTOR, either in whole or in part, without prior written consent of the COMMISSION, as approved and authorized by formal action of the COMMISSION.

**35. ALTERATION AND/OR AMENDMENT**

No alteration, amendment, or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto. Oral understandings of Contract not incorporated herein shall not be binding on any of the parties hereto. As provided herein, the COMMISSION Executive Director, acting on behalf of the COMMISSION, may alter or revise this Contract on behalf of the COMMISSION. Material alterations and/or amendments, as determined by the COMMISSION Executive Director in consultation with County legal counsel, will require formal approval of the COMMISSION. Except as provided herein, the parties expressly recognized that individual COMMISSION members, COMMISSION Advisory Committee members, or staff to the COMMISSION is without authorization to either change or waive any material requirements of this Contract without formal action of the COMMISSION.

**36. CONFLICT OF INTEREST**

CONTRACTOR shall have no economic interest and shall not acquire any economic interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Contract.

**37. WAIVER AND SEVERABILITY**

Any waiver by the COMMISSION of any breach or default hereof by CONTRACTOR shall be deemed to be a waiver of any preceding or succeeding breach or default hereof, and no waiver shall be operative unless the same shall be in writing. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof shall remain in full force and effect without being impaired or invalidated in any way.

**38. DISALLOWANCE**

In the event CONTRACTOR receives payment for services under this Contract, which is later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to the COMMISSION upon request. The COMMISSION retains the option to offset the amount disallowed from any payment due to the CONTRACTOR under this Contract, or under any other Contract between CONTRACTOR and the COMMISSION.

**39. OFFICIAL DOCUMENTS**

Upon the Contract approval by the COMMISSION, and full execution of the Contract by COMMISSION and CONTRACTOR, one (1) fully executed copy will be sent to the CONTRACTOR. Such copy shall be the officially approved Contract for the conduct of the approved project.

**40. ENTIRE CONTRACT**

This Contract, inclusive of all attachments and exhibits, constitutes the entire Contract between the parties. Any modifications to the terms of this Contract shall be by the provisions detailed in the Section entitled "Alteration and/or Amendment" herein.

**41. NONEXCLUSIVE CONTRACT**

CONTRACTOR understands that this is not an exclusive Contract and that the COMMISSION shall have the right to negotiate with and enter into Contracts with others providing the same or similar services as those provided by CONTRACTOR as the COMMISSION desires and at the sole discretion of the COMMISSION.

**42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT**

CONTRACTOR certifies that the individual signing herein has authority to execute this Contract on behalf of CONTRACTOR and may legally bind CONTRACTOR to the terms and conditions of this Contract and any attachments hereto.

**43. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State, and Federal law now in force or which may hereafter be in force with regard to this Contract. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action against CONTRACTOR, whether the COMMISSION be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and the COMMISSION.

#### **44. CONFLICTS IN INTERPRETATION**

In the event of a conflict in interpretation by the parties of the provisions contained in the numbered sections of this Contract and the provisions contained in the attachments hereto, the provisions of the attachments in the Contract shall prevail over those in numbered sections.

#### **45. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

## **ATTACHMENT A: SCOPE OF WORK**

**Contractor:** American Academy of Pediatrics, District IX, Chapter 2 (AAP)

**Program:** Reach Out and Read Inland Empire

**Geographical Region:** Countywide

**Contract #:** CF24109

**Project/Budget Cycle:** July 1, 2023, to June 30, 2024

**Strategic Goal Area:** Comprehensive Health and Development (Goal Area 2)

### **Program Description:**

Reach Out and Read (ROAR) is an evidence-based nonprofit organization of medical providers who promote early literacy and school readiness in pediatric exam rooms nationwide by giving new books to children and advice to parents about the importance of reading aloud. The end goal of Reach Out and Read is to prepare all children to enter kindergarten ready to read, learn, and succeed. The ROAR model is endorsed by the American Academy of Pediatrics, and the program has one of the strongest records of research support of any primary care intervention.

Doctors, nurse practitioners, and other medical professionals incorporate ROAR's evidence-based model into regular pediatric checkups, by advising parents about the importance of reading aloud and giving developmentally appropriate books to children. They are essentially providing families with "prescriptions to read."

ROAR begins at the 6-month checkup and continues through age five (5), with a special emphasis on children growing up in low-income communities. Families served by ROAR read together more often, and their children enter kindergarten with larger vocabularies and stronger language skills, better prepared to achieve their potential.

ROAR helps prepare children for success in kindergarten by reaching them before they enter a formal preschool or classroom setting. Reading proficiency at the end of third grade is one of the most important predictors of school success and high school graduation. Students who are not reading proficiently by the end of third grade are four times more likely not to graduate from high school. Yet in Riverside County, according to Kidsdata.org, only 46% of third graders are meeting or exceeding grade-level in reading proficiency.

Among low-income students, the numbers are more dire. The foundation for third grade reading proficiency isn't laid in third grade or even in kindergarten. The best opportunity to influence a child's future is in the first three years, a critical window of rapid brain development that does not occur at any other time. AAP collaborates with pediatric teams in the Inland Empire to work with parents of young children to help them become their child's first and most important teachers. According to a recent study from Zero to Three, over 80% of parents frequently turn to their health care providers for advice and over 90% express a high degree of trust in their pediatricians.

The American Academy of Pediatrics, District IX, Chapter 2, acting as the Affiliate for ROAR Inland Empire will perform the following:

AAP Chapter 2 will implement ROAR in a cost-effective and scalable model that will serve families and children at 35 high-need sites in Riverside County over a 31-month period. AAP will prioritize serving traditionally hard-to-reach populations in low-income and high need community settings and partner with medical clinics and healthcare sites where most children served are from low-income households, including families on MediCal (or another form of public insurance) or who are uninsured.

A 3-part model will be used to support and promote early literacy, school readiness and parental engagement during regular pediatric visits, including:

1. Providing doctors and nurses with an important diagnostic tool – a developmentally appropriate book – to assess a child’s developmental progress (how they grasp, where they look, etc.) and to possibly help surface and support issues around early development and parent-child engagement. 70,000 books will be purchased annually, which Riverside County pediatric providers will give to 25,000 young children during checkups. Books will be distributed in the families’ primary languages served by these sites.
2. Medical providers educate parents on the importance of reading aloud. Parents learn that reading aloud is the single most important action they can take to help their children start school ready to learn.
3. Following their medical provider’s advice, parents read aloud with their children more often and engage them in literacy-rich activities.

#### **Goal 1: Reach Out and Read Program Fidelity**

- Maintain active Affiliate status in good standing with Reach Out and Read National and comply with requirements in the attached Affiliate Agreement.
- Complete Site Quality Classification with new sites within first six months of activation and annually for existing sites.
- Provide technical assistance and support to sites to ensure:
  - o 75% of medical providers at each site have completed the Reach Out and Read provider training.
  - o Each site has a Reach Out and Read Medical Consultant as active champion and a Site Coordinator to oversee administrative aspects.
  - o Sites establish and maintain a literacy-rich environment.
- Order books for sites based on number of annual well-child visits from approved vendors.
- Ensure all sites complete bi-annual Progress Reports.

#### ***Deliverables:***

- Affiliate Agreement with Reach Out and Read National
- Provider Training by Site Report
- Current Site Progress Report Data

#### **Goal 2: Reach Out and Read Program Expansion**

- Recruit a minimum of 10 additional program sites per fiscal year.

#### ***Deliverables:***

- Current Site Progress Report Data
- Reach Out and Read Inland Empire Annual Impact Report

#### **Goal 3: Strategic Planning**

- Quarterly ROR Advisory Committee Meetings
- Develop a 3-year Strategic Plan

*Deliverables:*

- Advisory Board Roster
- Advisory Board Meeting agendas and minutes
- Reach Out and Read Inland Empire Strategic Plan

**Goal 4: Sustainability**

- Identify other funding opportunities
- Develop Sustainability Plan

*Deliverables:*

- Sustainability Plan

**Targets: Aggregate**

**Fiscal Year 2023-2024 (July 1, 2023, to June 30, 2024)**

1. Each month by the 20<sup>th</sup>, AAP will document the number of approved programs that are active with all current program orders in the current fiscal year for all sites in Riverside County. AAP will also document Complete Site Quality Classification with new sites within first six months of activation and annually for existing sites, and report monthly.
2. Each quarter, AAP will document the number of medical providers in Riverside County that have completed the Reach Out and Read provider training.
3. Each quarter, AAP will document the number of children ages 0-5 that received a book at their Well Child Visit from approved program sites in Riverside County.
4. By December 30, 2023, AAP will recruit 5 additional program sites in Riverside County. By June 30, 2024, AAP will recruit 5 additional program sites in Riverside County for a total of 10 additional sites for the fiscal year.
5. By December 30, 2023, AAP will develop a 3-year strategic plan.

## ATTACHMENT B: BUDGET

|                                                                                   |                                          |                                          |                                                        |            |              |                           |              |            |              |                          |
|-----------------------------------------------------------------------------------|------------------------------------------|------------------------------------------|--------------------------------------------------------|------------|--------------|---------------------------|--------------|------------|--------------|--------------------------|
|  |                                          | PROGRAM BUDGET<br>FISCAL YEAR: 2023-2024 |                                                        |            |              |                           |              |            |              |                          |
| ORGANIZATION: American Academy of Pediatrics                                      |                                          |                                          | FINANCE OFFICER: Edward Tagge, MD                      |            |              | CONTRACT #: CF24109       |              |            |              |                          |
| PROGRAM TITLE: Reach Out and Read Inland Empire                                   |                                          |                                          | PROGRAM DIRECTOR: Tomas Torices, MD Executive Director |            |              | ANNUAL BUDGET: \$ 319,759 |              |            |              |                          |
|                                                                                   | Budget Category                          | FTE                                      | Pay Rate                                               | # of Hours | Benefit Rate | 5FR Salary                | F5R Benefits | F5R Budget | Total Salary | First 5% of TOTAL SALARY |
| I.                                                                                | SALARIES & BENEFITS                      | A                                        | B                                                      | C          | D            | E                         | F            | G          | H            | I                        |
|                                                                                   | Name: Title:                             |                                          |                                                        |            |              |                           |              |            |              |                          |
|                                                                                   | 1 Tomas Torices Executive Director       | 0.20                                     | 57.69                                                  | 416.00     | 20%          | 23,999.04                 | 4,800.00     | 28,799.04  | 143,994.00   | 20%                      |
|                                                                                   | 2 Delesa Barnes ROR Program Coord        | 0.50                                     | 28.67                                                  | 1,040.00   | 20%          | 30,004.00                 | 6,001.00     | 36,005.00  | 72,010.00    | 50%                      |
|                                                                                   | 3 William Barboza Administrative Assis   | 0.25                                     | 21.00                                                  | 520.00     | 20%          | 10,920.00                 | 2,184.00     | 13,104.00  | 52,416.00    | 25%                      |
|                                                                                   | TOTAL SALARIES & BENEFITS:               |                                          |                                                        |            |              | \$ 64,923                 | \$ 12,985    | \$ 77,908  | \$ 268,420   |                          |
| II.                                                                               | OPERATIONAL EXPENSES                     |                                          |                                                        |            |              |                           |              |            |              |                          |
|                                                                                   | Expense:                                 | % of Allocation:                         |                                                        |            |              |                           |              |            |              | COST                     |
|                                                                                   | 1 Advertising/Outreach Marketing         | 1%                                       |                                                        |            |              |                           |              |            |              | 4,500.00                 |
|                                                                                   | 2 Office Supplies                        | 0%                                       |                                                        |            |              |                           |              |            |              | 800.00                   |
|                                                                                   | 3 Postage & Printing                     | 2%                                       |                                                        |            |              |                           |              |            |              | 5,500.00                 |
|                                                                                   | 4 Program Nutrition/Food                 | 0%                                       |                                                        |            |              |                           |              |            |              | 1,000.00                 |
|                                                                                   | 5 Program Materials and Incentives       | 59%                                      |                                                        |            |              |                           |              |            |              | 187,600.00               |
|                                                                                   | 6 Professional Services                  | 0%                                       |                                                        |            |              |                           |              |            |              | 700.00                   |
|                                                                                   | 7 Wireless Devices                       | 0%                                       |                                                        |            |              |                           |              |            |              | 900.00                   |
| III.                                                                              | EQUIPMENT                                |                                          |                                                        |            |              |                           |              |            |              |                          |
|                                                                                   | 1 Equipment                              | 0%                                       |                                                        |            |              |                           |              |            |              | 500.00                   |
|                                                                                   | 2 Equipment Lease                        | 0%                                       |                                                        |            |              |                           |              |            |              | -                        |
| IV.                                                                               | TRAVEL                                   |                                          |                                                        |            |              |                           |              |            |              |                          |
|                                                                                   | 1 Mileage                                | 1%                                       |                                                        |            |              |                           |              |            |              | 2,500.00                 |
|                                                                                   | 2 Training/Conferences for Program Staff | 0%                                       |                                                        |            |              |                           |              |            |              | 1,500.00                 |
| V.                                                                                | OTHER COSTS                              |                                          |                                                        |            |              |                           |              |            |              |                          |
|                                                                                   | 1 Scholarships                           | 0%                                       |                                                        |            |              |                           |              |            |              | -                        |
|                                                                                   | 2 Other Operational Items                | 0%                                       |                                                        |            |              |                           |              |            |              | 1,500.00                 |
| VI.                                                                               | SUBCONTRACTORS                           |                                          |                                                        |            |              |                           |              |            |              |                          |
|                                                                                   | Expense:                                 | % of Allocation:                         |                                                        |            |              |                           |              |            |              | COST                     |
|                                                                                   | 1                                        | 0%                                       |                                                        |            |              |                           |              |            |              |                          |
|                                                                                   | 2                                        | 0%                                       |                                                        |            |              |                           |              |            |              |                          |
| VII.                                                                              | INDIRECT COSTS                           |                                          |                                                        |            |              |                           |              |            |              |                          |
|                                                                                   | Expense:                                 | % of Allocation:                         |                                                        |            |              |                           |              |            |              | COST                     |
|                                                                                   | 1 Insurance                              | 0%                                       |                                                        |            |              |                           |              |            |              |                          |
|                                                                                   | 2 Maintenance and Repairs                | 0%                                       |                                                        |            |              |                           |              |            |              | -                        |
|                                                                                   | 3 Rent/Lease                             | 0%                                       |                                                        |            |              |                           |              |            |              | -                        |
|                                                                                   | 4 Utilities                              | 0%                                       |                                                        |            |              |                           |              |            |              | -                        |
|                                                                                   | 5 ROR Affiliate Shared Services          | 2%                                       |                                                        |            |              |                           |              |            |              | 7,000.00                 |
|                                                                                   | 6                                        | 0%                                       |                                                        |            |              |                           |              |            |              | -                        |
|                                                                                   | 7                                        | 0%                                       |                                                        |            |              |                           |              |            |              | -                        |
| VIII.                                                                             | INDIRECT COST RATE                       |                                          |                                                        |            |              |                           |              |            |              |                          |
|                                                                                   | Expense:                                 | % of Allocation:                         |                                                        |            |              |                           |              |            |              | COST                     |
|                                                                                   | 1 Indirect Rate (10%)                    | 10%                                      |                                                        |            |              |                           |              |            |              | 27,850.80                |
|                                                                                   | SUBTOTAL EXPENSES:                       |                                          |                                                        |            |              |                           |              |            | 76%          | 241,850.80               |
|                                                                                   | TOTAL BUDGET:                            |                                          |                                                        |            |              |                           |              |            |              | 319,758.84               |

## **ATTACHMENT C: PAYMENT PROVISIONS**

### **A. FISCAL**

The maximum amount reimbursable over the life of this Contract shall not exceed **\$320,000.00** for the duration of the Contract period as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside, (hereinafter the “COMMISSION” or “COUNTY”), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

CONTRACT PERIOD: **07/01/2023 – 06/30/2024**

#### **1. Method, Time, and Schedule Conditions of Payment**

- a. The COMMISSION will disburse funds on a reimbursement payment process based on the Contract Budget (Attachment “B”) amount for the applicable fiscal year and monthly report submissions. Payment will be rendered thirty (30) business days from submission of all required documentation and/or the reporting deadline.
- b. Disbursement of any payment of funds to CONTRACTOR shall be made so long as all of the following conditions have been met:
  1. The Contract has been approved by the COMMISSION;
  2. The Contract has been fully executed by all parties;
  3. All applicable licenses to comply with the terms of the SOW are current and valid; and
  4. The CONTRACTOR submits monthly itemized invoices, via the data management system to include the supporting documentation separated by a cover sheet in front of each expense category. Documentation shall include; payroll register or report, time & activity report and/or, timesheets, statement of costs, copy of invoice or receipt, mileage report(s), copy of check(s) or proof of payment; and
  5. COMMISSION staff has reviewed and approved Cost Allocation Plan (if applicable).
- c. Under special circumstances, CONTRACTOR may request advance disbursements. A supplemental disbursement request along with justification must be submitted, in writing, to the Executive Director or designee.
- d. The COMMISSION Executive Director, or designee, reserves the right to withhold or reduce disbursement of funds if CONTRACTOR fails to 1) comply with monthly and/or quarterly reports by the indicated due date as set forth in Section 11 of the Contract; 2) if results achieved are not as projected and no COMMISSION approved plan is in place for improvement; or 3) if the CONTRACTOR is not in compliance with any provision contained within this Contract.
- e. The final funding period amount approved for the applicable fiscal year will be paid based on final expenditures as of June 30th, and reported as of the final deadline to submit program expenditures defined in Section 11. Fiscal and Program Reporting Requirements, A. Fiscal Reporting. Expenditures made after June 30th will not be accepted.



## 2. Allowable Costs

Funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget.

- a. Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the COMMISSION. CONTRACTOR agrees COMMISSION may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary, or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.
- b. The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food are based on the current IRS allowable rate.
- c. Contractor shall obtain approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by COMMISSION management.

#### **ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY**

As a material condition of the Contract, the CONTRACTOR shall agree that the CONTRACTOR and the CONTRACTOR'S employees, while receiving funding from the COMMISSION:

1. Shall not use tobacco products while using the CONTRACTOR'S property e.g., vehicle, equipment; and
2. Shall not sell, offer, or provide tobacco products on CONTRACTOR 'S premises; and
3. Shall have tobacco education and cessation materials visibly available and accessible to clients participating in activities funded by Proposition 10 funds; and
4. Shall assure that the CONTRACTOR and its employees have no current business association or relationship with the tobacco industry, and further agrees to neither accept nor solicit financial contributions, sponsorships, gifts, or services from any tobacco company, executive, or tobacco-related function; and
5. Shall make a reasonable effort to divest of all investments in companies that derive fifteen percent (15%) or more of revenues from tobacco.

The COMMISSION may terminate for default or breach of this Contract and any other Contract the CONTRACTOR has with the COMMISSION, if the CONTRACTOR or CONTRACTOR'S employees, are determined by the COMMISSION Executive Director (or designee), not to be in compliance with the conditions set forth herein.

If the CONTRACTOR or CONTRACTOR'S employees are determined by the COMMISSION Executive Director (or designee) not to be in compliance with the conditions set forth herein, the COMMISSION may terminate for default or breach of this Contract and any other Contract the COMMISSION has with the CONTRACTOR.

In instances where the CONTRACTOR is part of a larger entity, and where the entity has an investment policy set by governance officials other than the CONTRACTOR, and the CONTRACTOR is not directly involved in such investment decisions, CONTRACTOR agrees to the provisions herein as required in the programs and activities under the direct control of the CONTRACTOR to the satisfaction of the COMMISSION Executive Director (or designee). Activities of the larger entity other than investment decisions, which are not under the direct control of CONTRACTOR, shall not be considered to be in violation of CONTRACTOR'S activities pursuant to the policy.

## **ATTACHMENT E: BUSINESS ASSOCIATE AGREEMENT**

This HIPAA Business Associate Agreement (the 'Addendum') supplements and is made part of (Contract CF24128 'Contract') between the RCCFC and Family Service Association, Inc. ('CONTRACTOR') and shall be effective as of the date the Contract is approved by both Parties (the 'Effective Date').

### **RECITALS**

**WHEREAS**, the RCCFC and CONTRACTOR entered into the Contract pursuant to which the CONTRACTOR provides services to the RCCFC, and in conjunction with the provision of such services certain protected health information ('PHI') and/or certain electronic protected health information ('ePHI') may be created by or made available to CONTRACTOR for the purposes of carrying out its obligations under the Contract; and,

**WHEREAS**, the provisions of the Health Insurance Portability and Accountability Act of 1996 ('HIPAA'), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ('HITECH') of the American Recovery and Reinvestment Act of 2009, Public Law 111- 005 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Contract; and,

**WHEREAS**, the RCCFC is a covered entity, as defined in the Privacy Rule; and,

**WHEREAS**, to the extent the RCCFC discloses PHI and/or ePHI to CONTRACTOR or CONTRACTOR creates, receives, maintains, transmits, or has access to PHI and/or ePHI of the RCCFC, CONTRACTOR is a business associate, as defined in the Privacy Rule; and,

**WHEREAS**, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

**WHEREAS**, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

**WHEREAS**, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures.

**NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:**

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
  - A. 'Breach' when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
    - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is

presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification.
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and,
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

- (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
  - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which the RCCFC participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
  - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B. 'Business associate' has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. 'Data aggregation' has the meaning given such term in 45 CFR §164.501.
- D. 'Designated record set' as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. 'Electronic protected health information' ('ePHI') as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. 'Electronic health record' means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. 'Health care operations' has the meaning given such term in 45 CFR §164.501.
- H. 'Individual' as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. 'Person' as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

- J. 'Privacy Rule' means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.
- K. 'Protected health information' ('PHI') has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. 'Required by law' has the meaning given such term in 45 CFR §164.103.
- M. 'Secretary' means the Secretary of the U.S. Department of Health and Human Services 22 ('HHS').
- N. 'Security incident' as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. 'Security Rule' means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.
- P. 'Subcontractor' as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. 'Unsecured protected health information' and 'unsecured PHI' as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

**2. Scope of Use and Disclosure by CONTRACTOR of the RCCFC's PHI and/or ePHI.**

- A. Except as otherwise provided in this Addendum, CONTRACTOR may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of CONTRACTOR under the Contract or to perform functions, activities or services for, or on behalf of, the RCCFC as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), CONTRACTOR may:
  - (1) Use PHI and/or ePHI if necessary for CONTRACTOR'S proper management and administration and to carry out its legal responsibilities; and,
  - (2) Disclose PHI and/or ePHI for the purpose of CONTRACTOR'S proper management and administration or to carry out its legal responsibilities, only if:
    - (a) The disclosure is required by law; or,
    - (b) CONTRACTOR obtains reasonable assurances, in writing, from the person to whom CONTRACTOR will disclose such PHI and/or ePHI that the person will:
      - (i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which CONTRACTOR disclosed it to the person, or as required by law; and,
      - (ii) Notify CONTRACTOR of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
  - (3) Use PHI to provide data aggregation services relating to the health care operations of the RCCFC pursuant to the Contract or as requested by the RCCFC; and,
  - (4) De-identify all PHI and/or ePHI of the RCCFC received by CONTRACTOR under this Addendum provided that the de-identification conforms to the requirements of the

Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.

- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

### **3. Prohibited Uses and Disclosures.**

- A. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Contract or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from the RCCFC.
- B. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from the RCCFC or from another business associate of the RCCFC, except as permitted or required by this Addendum, or as required by law.
- C. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the RCCFC would be prohibited from making.
- D. CONTRACTOR shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
  - (1) Not to use or disclose PHI for fundraising, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
  - (2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
  - (3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
  - (4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Contract and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by the RCCFC to CONTRACTOR for services provided pursuant to the Contract.

### **4. Obligations of the RCCFC.**

- A. The RCCFC agrees to make its best efforts to notify CONTRACTOR promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by the RCCFC that may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.
- B. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

- C. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI and/or ePHI.
  - D. The RCCFC agrees not to request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
  - E. The RCCFC agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its obligations under this Addendum and/or Contract.
5. **Obligations of CONTRACTOR.** In connection with the use or disclosure of PHI and/or ePHI, CONTRACTOR agrees to:
- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
  - B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. CONTRACTOR shall promptly notify the RCCFC if CONTRACTOR is required by law to disclose PHI and/or ePHI.
  - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
  - D. Mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.
  - E. Report to the RCCFC any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
  - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the CONTRACTOR agree through contract to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
  - G. Make available to the RCCFC, the Secretary, in the time and manner designated by the RCCFC or Secretary, CONTRACTOR'S internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the RCCFC, or created or received by CONTRACTOR on behalf of the RCCFC, for purposes of determining, investigating or auditing CONTRACTOR'S and/or the RCCFC's compliance with the Privacy Rule.
  - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
  - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which CONTRACTOR shall promptly notify the RCCFC upon CONTRACTOR'S receipt of such request from a third party.

- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by the County of Riverside), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by the RCCFC.
  - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
  - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - M. Comply with the requirements of the Privacy Rule that apply to the RCCFC to the extent CONTRACTOR is to carry out the RCCFC's obligations under the Privacy Rule.
  - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** CONTRACTOR agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, to satisfy the requirements of 45 CFR §164.524.
  - B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set the RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR §164.526.
  - C. **Accounting of disclosures of PHI and electronic health record.** Assist the RCCFC to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if CONTRACTOR uses or maintains electronic health records. CONTRACTOR shall:
    - (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
    - (2) Within fifteen (15) days of receiving a written request from the RCCFC, provide to the RCCFC or any individual as directed by the RCCFC information collected in accordance with this section to permit the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
    - (3) Make available for the RCCFC information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event the RCCFC discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the RCCFC ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that CONTRACTOR creates,



- receives, maintains, or transmits on behalf of the RCCFC in accordance with 45 CFR §164.308, §164.310, and §164.312;
- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
  - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
  - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
  - E. Ensure compliance with the Security Rule by CONTRACTOR'S workforce;
  - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of CONTRACTOR agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
  - G. Report to the RCCFC any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
  - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, CONTRACTOR shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify the RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.
    - (1) **Breaches treated as discovered.** A breach is treated as discovered by CONTRACTOR as of the first day on which such breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of CONTRACTOR (determined in accordance with the federal common law of agency).
    - (2) **Content of notification.** The written notification to the RCCFC relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:
      - (a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired, used or disclosed during the breach;
      - (b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
      - (c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
      - (d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

- (e) A brief description of what CONTRACTOR is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
  - (f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by CONTRACTOR, CONTRACTOR shall cooperate with the RCCFC and shall provide the RCCFC with any information requested by the RCCFC to enable the RCCFC to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, CONTRACTOR shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to the RCCFC not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If CONTRACTOR delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, CONTRACTOR shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the CONTRACTOR'S failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, CONTRACTOR agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish CONTRACTOR'S obligations to indemnify, defend and hold harmless the RCCFC under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when the RCCFC, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, 'unauthorized' has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
  - (1) CONTRACTOR agrees to assist the RCCFC to fulfill its reporting obligations to affected patients and to the California Department of Public Health ('CDPH') in a timely manner under the California Health & Safety Code §1280.15.
  - (2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two business days after CONTRACTOR detects such incident. CONTRACTOR further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure

as defined above in this section, understanding and acknowledging that the term 'breach' as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

**9. Hold Harmless/Indemnification.**

- A. CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of the RCCFC and the County of Riverside, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.
- C. The specified insurance limits required in the Contract of this Addendum shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the RCCFC and the County of Riverside herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Contract of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.
10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by the RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside, is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible

to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

### **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Contract and will provide grounds for terminating this Addendum and the Contract with or without an opportunity to cure the breach, notwithstanding any provision in the Contract to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

- (1) Terminate the Contract and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- (2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Contract and this Addendum.
- (3) If termination of the Contract is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

### **B. Effect of Termination.**

- (1) Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by the RCCFC, destroy all PHI and/or ePHI received from the RCCFC, or created or received by the CONTRACTOR on behalf of the RCCFC, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the RCCFC. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- (2) In the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to the RCCFC of the conditions that make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as the CONTRACTOR maintains such PHI and/or ePHI.

## **11. General Provisions.**

- A. **Retention Period.** Whenever CONTRACTOR is required to document or maintain documentation pursuant to the terms of this Addendum, CONTRACTOR shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the RCCFC to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of CONTRACTOR under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Contract that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
- (1) This Addendum shall be construed to be part of the Contract as one document. The purpose is to supplement the Contract to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
  - (2) Any ambiguity between this Addendum and the Contract shall be resolved to permit the RCCFC to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to the RCCFC and County of Riverside.** All notifications required to be given by CONTRACTOR to the RCCFC and County of Riverside pursuant to the terms of this Addendum shall be made in writing and delivered to the RCCFC and County of Riverside both by fax and to all the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as the RCCFC and County of Riverside may hereafter designate. All notices to the RCCFC and County of Riverside provided by CONTRACTOR pursuant to this Section shall be deemed given or made when received by the RCCFC and County of Riverside.

**County HIPAA Privacy Officer:**

**HIPAA Privacy Manager**

**County HIPAA Privacy Officer Address:**

**P.O. Box 1569**

**Riverside, CA 92502**

**County HIPAA Privacy Officer Fax Number:**

**(951) 955-HIPAA or (951) 955-4472**

## **Reach Out and Read**

### **Program Summary**

Starting at birth and continuing at each checkup through age 5, children will receive new books from their pediatricians that participate in the program. At the same time, parents are given advice on using books to nurture children's basic language skills. Well-child visits are not just about health; parents are also able to get their questions about child-rearing answered, which gives a powerful opportunity to talk about early literacy.

AAP Chapter 2 will implement ROAR in a cost-effective and scalable model that will serve families and children at 35 high-need sites in Riverside County over a 31-month period. AAP will prioritize serving traditionally hard-to-reach populations in low-income and high-need community settings and partner with medical clinics and healthcare sites where most children served are from low-income households, including families on Medi-Cal (or another form of public insurance) or who are uninsured.

A 3-part model will be used to support and promote early literacy, school readiness, and parental engagement during regular pediatric visits, including:

1. Providing doctors and nurses with an important diagnostic tool – a developmentally appropriate book – to assess a child's developmental progress (how they grasp, where they look, etc.) and to possibly help surface and support issues around early development and parent-child engagement.
2. Medical providers educate parents on the importance of reading aloud. Parents learn that reading aloud is the single most important action they can take to help their children start school ready to learn.
3. Following their medical provider's advice, parents read aloud with their children more often and engage them in literacy-rich activities.

The AAP will specifically use funding to:

1. Purchase 70,000 books annually which Riverside County pediatric providers will give to 25,000 young children during checkups. Books will be distributed in families' primary languages served by these sites.
2. Along with books, offer research-based advice to families on nurturing children's emergent language skills.
3. Provide resources to deepen medical providers' knowledge of best practices in facilitating early learning, through Continuing Medical Education (CME)-accredited training.
4. Cover critical provider recruitment and training, program evaluation, outreach, capacity building, and technical assistance costs.

In accordance with this evidenced-based model, AAP is committed to regular program evaluation to target areas for improvement to enhance program quality using three standard tools developed to assess the quality of program delivery at individual sites, including:

1. Biannual Progress Reports, submitted by providers, that capture the number of children being served, demographics of the patient population, number of providers participating in the program, and other quality assurance data.
2. Medical Provider Surveys, self-evaluations completed by our physicians, to assess providers' specific interactions with the program.
3. Program Quality Site Classification Assessments evaluate the major elements of the program: Books, Literacy-Rich Environments, and Program Management.

10. **23-39:** Approve Agreement with Riverside County Office of Education (RCOE) for Quality Start Riverside County (QSRC) Collaborative Support Services (**AGREEMENT NO. C1009211**) from July 1, 2023 - June 30, 2024 [**\$175,000 - RCOE STATE FUNDS**] **380**







AGENDA ITEM: 23-39

DATE OF MEETING: July 17, 2023

ACTION: ☒

INFORMATION: ☐

**APPROVE AGREEMENT WITH  
RIVERSIDE COUNTY OFFICE OF EDUCATION (RCOE)  
FOR QUALITY START RIVERSIDE COUNTY (QSRC)  
COLLABORATIVE SUPPORT SERVICES  
FROM JULY 1, 2023 – JUNE 30, 2024 (AGREEMENT NO. C1009211)  
[\$175,000 – RCOE STATE FUNDS]**

**SUMMARY OF REQUEST**

Approve Agreement No. C1009211 with Riverside County Office of Education (RCOE) for an amount not to exceed \$175,000 in revenue funds to support the provision of Quality Start Riverside County (QSRC) collaborative support services effective July 1, 2023 – June 20, 2024.

**BACKGROUND**

Commission acceptance of these revenue funds ensures services are provided to support the QSRC partnership with RCOE, supports the data system and sustainability planning for continuous improvement of program quality at early learning sites, and use of space by Riverside County Superintendent of Schools Staff at the Mecca Family Resource Center.

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 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. C1009211 with Riverside County Office of Education for an amount not to exceed \$175,000 in revenue for July 1, 2023, through June 30, 2024, in substantially the same form as the draft Agreement No. C1009211 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. C1009211 on behalf of the Commission, including modifications of the statement of work that stay within the intent of said contract without requiring further action from the Commission and execute the necessary documents and budget adjustments.

## **BUDGET IMPACT**

Acceptance of additional revenue will be recognized through a formal budget adjustment with the Auditor-Controller after Commission approval and receipt of the fully executed agreement. FY 23/24 budget adjusted for Program Revenue: \$175,000 (938001-25800-92950-781480).

## **STRATEGIC PLAN RELEVANCE**

Priority Goal Area 1: Quality Early Learning

## **POTENTIAL CONFLICTS OF INTEREST**

Commissioner Edwin Gomez, Ed.D, Superintendent, Riverside County Office of Education

Commissioner Elizabeth Romero, Riverside County Office of Education Board Member

## **ATTACHMENTS**

Agreement No. #C1009211 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, 2023** to **June 30, 2024**.
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.
    4. Provide 10 office spaces, including security, at CONTRACTOR'S First 5 Riverside (F5R) Family Resource Center in Mecca, California.
3. **PAYMENT:**
  1. For and in consideration of the services rendered, SUPERINTENDENT agrees to pay CONTRACTOR as follows:
    - I. All-inclusive fee in the amount of \$175,000
  2. In no event shall the total payment(s) made under this Agreement exceed the sum of \$175,000 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](mailto: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, pandemic, 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, pandemic 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, any dispute concerning a question of fact arising under this Agreement that is not resolved by agreement of the Parties hereto shall be disposed by SUPERINTENDENT, which shall furnish the decision in writing. The decision of SUPERINTENDENT shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall in each case proceed diligently with the performance of the Agreement pending SUPERINTENDENT'S decision. 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. **AVAILABILITY OF FUNDS:** Funds are not presently available for performance under this Agreement beyond June 30 of the fiscal year in which CONTRACTOR commenced providing services pursuant to this Agreement. No legal liability on the part of the SUPERINTENDENT for any payment may arise for performance under this Agreement beyond such date, unless and until funds are made available to SUPERINTENDENT for performance and CONTRACTOR receives notice of availability, to be confirmed in writing by SUPERINTENDENT.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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  
PO Box 868  
Riverside, CA 92502

**CONTRACTOR:**

Riverside County Children and Families  
Commission  
585 Technology Court, Suite A  
Riverside, CA 92507

25. **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.
26. **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:
1. presently are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transaction by any federal department or agency;
  2. 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;
  3. 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
  4. 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.
27. **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 here to have executed this Agreement as evidenced by the signatures of their respective duly-authorized representatives.

**Riverside County Superintendent of Schools**

**Riverside County Children and Families  
Commission**

Signed \_\_\_\_\_  
Authorized Signature

Signed \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Date \_\_\_\_\_

Date \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY Kristine Bell-Valdez DATE

11. **23-40** Approve Acceptance of Unincorporated Communities Initiative Funding Allocated from County of Riverside for Funding Needs for Various ChildCare Centers within the Fourth District **[\$250,000 - REVENUE - UNINCORPORATED COMMUNITIES INITIATIVE FUNDS]** **391**





AGENDA ITEM: 23-40  
DATE OF MEETING: JULY 17, 2023  
ACTION: ☒  
INFORMATION: ☐

**APPROVE ACCEPTANCE OF  
UNINCORPORATED COMMUNITIES' INITIATIVE FUNDING  
ALLOCATED FROM COUNTY OF RIVERSIDE FOR FUNDING NEEDS FOR  
VARIOUS CHILDCARE CENTERS WITHIN THE FOURTH DISTRICT  
[\$250,000 – REVENUE – UNINCORPORATED COMMUNITIES INITIATIVE FUNDS]**

**SUMMARY OF REQUEST**

Approve the acceptance of Unincorporated Communities Initiative (UCI) funding allocation in the amount of \$250,000 for the funding needs for various childcare centers within the Fourth District.

**BACKGROUND**

On June 27, 2023, the County of Riverside Board of Supervisors approved and authorized the Fourth District allocation of UCI projects. The long-term goal of the Unincorporated Communities initiative is to ultimately improve infrastructure and services to all our unincorporated communities. The Fourth District UCI allocation of \$250,000 will be administered by First 5 Riverside County in support of funding needs for identified childcare centers in the Fourth District.

First 5 Riverside County provides various services to the County's youngest children. Additionally, First 5 provides assistance for childcare services at various childcare facilities within the Fourth District. The proposed childcare center funding will allow First 5 to continue to operate and provide childcare services for residents of the Fourth District.

**RECOMMENDED ACTION**

That the Commission:

1. Approve the acceptance of Unincorporated Communities Initiative funding allocation in the amount of \$250,000 for the funding needs for various childcare centers within the Fourth District.

2. Authorize the Executive Director to execute the necessary contracts, documents, budget adjustments, and other necessary actions to implement the UCI funding on behalf of the County, subject to approval by County Counsel as to form including contracts with a third party agency, if necessary to disburse the funds.

### **BUDGET IMPACT**

Acceptance of additional revenue will be recognized through a formal budget adjustment with the Auditor-Controller after Commission approval and receipt of UCI allocation. FY 23/24 budget adjusted for Program Revenue: \$250,000 (938001-25800-92950-781480).

### **STRATEGIC PLAN RELEVANCE**

Goal: 1 Quality Early Learning (92950)

### **POTENTIAL CONFLICTS OF INTEREST**

Commissioner, Supervisor V. Manuel Perez

### **ATTACHMENT**

1. County of Riverside Form 11 – Fourth District UCI Allocation.

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**ITEM:** 3.102  
(ID # 22352)

**MEETING DATE:**  
Tuesday, June 27, 2023

**FROM :** SUPERVISOR V. MANUEL PEREZ:

**SUBJECT:** BOS DISTRICT 4: Approve the Fourth District Unincorporated Communities Initiative projects and direct the Executive Office to transfer \$1,941,941 from the Unincorporated Communities Fund to the noted County of Riverside Departments/Organizations to support project funding, District 4. [\$1,941,941 Total Cost – 100% NCC Funds]. (4/5 Vote Required)

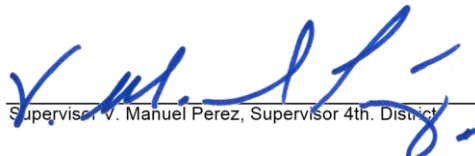
**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Fourth District Unincorporated Communities Initiative projects outlined below; and
2. Direct the Executive Office to pay \$100,000 from the Unincorporated Communities Initiative Fund to the Desert Recreation District; and
3. Direct the County of Riverside Transportation Department to initiate work on said Unincorporated Communities Initiative project using the allocated resources from the Unincorporated Communities Fund; and
4. Direct the County of Riverside Code Enforcement Department to initiate work on said Unincorporated Communities Initiative project using the allocated resources from the Unincorporated Communities Fund; and
5. Direct the Riverside County Department of Animal Services to initiate work on said Unincorporated Communities Initiative project using allocated resources from the Unincorporated Communities Fund; and
6. Direct the Executive Office to pay \$500,000 from the Unincorporated Communities Initiative Fund to the Galilee Center; and
7. Direct the Riverside County Transportation and Land Management Agency (TLMA), Aviation Division to initiate work on said Unincorporated Communities Initiative project using allocated resources from the Unincorporated Communities Fund; and
8. Direct the Executive Office to pay \$250,000 from the Unincorporated Communities Initiative Fund to First 5 Riverside County Children and Families Commission; and
9. Direct the Riverside County Transportation, Code Enforcement, TLMA Aviation Division, and Animal Services to request budget adjustments for FY23/24 as necessary, to allocate funding for said Fourth District Unincorporated Communities Initiative projects; and

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

10. Approve and direct the Auditor-Controller to commit the fund balance as detailed in Attachment A.

**ACTION:4/5 Vote Required**

  
\_\_\_\_\_  
Supervisor V. Manuel Perez, Supervisor 4th. District 6/22/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

| <b>FINANCIAL DATA</b>                                      | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>            | <b>Ongoing Cost</b> |
|------------------------------------------------------------|-----------------------------|--------------------------|-------------------------------|---------------------|
| <b>COST</b>                                                | \$ 1,941,941                | \$ 0                     | \$ 1,941,941                  | \$ 0                |
| <b>NET COUNTY COST</b>                                     | \$ 1,941,941                | \$ 0                     | \$ 1,941,941                  | \$ 0                |
| <b>SOURCE OF FUNDS:</b> 100% Unincorporated Community Fund |                             |                          | <b>Budget Adjustment:</b> N/A |                     |
|                                                            |                             |                          | <b>For Fiscal Year:</b> 22/23 |                     |

**BACKGROUND:**

On November 17, 2020, the Riverside County Board of Supervisors (Board) directed the Executive Office to implement an Unincorporated Communities Initiative (UCI). The UCI is a focused, ongoing, and coordinated effort to improve the infrastructure and services provided to the residents of unincorporated communities, with emphasis on Disadvantaged Unincorporated Communities (DUCs). The program is funded through the Unincorporated Communities Fund (UCF). The UCF receives authorized General Fund/Net County Cost (NCC) monies from the County during the annual budget and quarterly budget revision process.

On December 15, 2020, the Executive Office presented a proposed framework for planning and implementation of the UCI. With the support of the Board, the Executive Office established a team of staff and department heads to facilitate the UCI program. Through March 31, 2021, the Executive Office team held 15 community meetings and conducted online surveys to better understand community needs for services, infrastructure, and infrastructure maintenance. On May 25, 2021, the UCI Team presented the needs assessment to the Board.

On June 21, 2022, the Board adopted the FY22/23 Budget, which included the allocation of \$10,000,000 in NCC General Funds to the Unincorporated Communities Fund. The \$10,000,000 was to be divided evenly between the five Supervisorial Districts for each Supervisor's use within their unincorporated communities.

Based on the foundational work completed by the UCI Team and further analysis by this office, \$1,941,941 of the remaining available UCI funding for the Fourth District will be allocated to the following projects:

1. \$100,000 to the Desert Recreation District to assist with the installation of lighting in community parks within the Indio Hills and North Shore communities.
2. \$349,941 to the County of Riverside Transportation Department to assist with landscape and aesthetic improvements within the Mecca community.
3. \$350,000 to the County of Riverside Code Enforcement Department to assist in the funding of equipment / capital needs associated with the formation of the Short-Term Rental (STR) Code Enforcement Team.
4. \$32,000 to the Riverside County Department of Animal Services to provide pop-up veterinary wellness services in Fourth District unincorporated communities.
5. \$500,000 to the Galilee Center to assist in the funding of renovations/expansion of their existing facility in the Mecca community.
6. \$360,000 to the Riverside County Transportation and Land Management Agency, Aviation Division to assist with landscape and aesthetic improvements at the Jacqueline Cochran Regional Airport in the Thermal community.
7. \$250,000 to the First 5 Riverside County Children and Families Commission to assist in funding needs for various childcare centers within the Fourth District.



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**IMPACTS TO RESIDENTS AND BUSINESS:**

Community parks within the Indio Hills and North Shore communities currently do not have sufficient lighting. The installation of lighting will provide enhanced security and extend the available time-of-use for these community parks.

The County of Riverside Transportation Department is proposing to enhance existing landscaping and aesthetics at the Hammond Road / 4<sup>th</sup> Street Roundabout as well as other County maintained roadways and parkways within the Mecca area. These improvements will provide an updated and refreshed look for both residents and visitors of the area.

The County of Riverside Code Enforcement Department is establishing a dedicated Short-Term Rental (STR) Team to address the increasing number of Short-Term Rentals countywide. The provided funding will assist in the formation of the STR Team by assisting in the funding of equipment and capital needs.

The Riverside County Department of Animal Services is proposing to provide pop-up veterinary wellness services to unincorporated communities to provide local access to veterinary services such as preventative care including vaccines and microchips. The sharp rise in stray and homeless pets that most communities are experiencing has had a significant impact on individuals and service providers. This program will offer services that will reduce that impact and improve pet care for residents.

The Galilee Center fulfills the needs of the underprivileged and disadvantaged by providing food, clothing, and other basic needs. The existing shelter facility located in Mecca is currently being renovated/expanded in order to provide additional services for asylum seekers and shelter for local farmworkers. The proposed funding will assist in these improvements.

The Jacqueline Cochran Regional Airport is a General Aviation Reliever Airport located adjacent to the Town of Thermal in Riverside County. The proposed improvements will enhance the facilities entrance located on Airport Blvd by updating the existing landscaping and providing a new, updated entry monument.

First 5 Riverside County provides various services to the County's youngest children. Additionally, First 5 provides assistance for childcare services at various childcare facilities within the Fourth District. The proposed childcare center funding will allow First 5 to continue to operate and provide childcare services for residents of the Fourth District.

The long-term goal of the Unincorporated Communities initiative is to ultimately improve infrastructure and services to all our unincorporated communities. This is a first step to meeting that commitment.

**ATTACHMENT A: Schedule A (See Below)**

**SCHEDULE A  
Committed Fund Balance**

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**Fiscal Year 2022/2023**

**Increase Committed Fund Balance:**

|                         |                        |             |
|-------------------------|------------------------|-------------|
| 10000-1101000000-330100 | Committed Fund Balance | \$1,941,941 |
|-------------------------|------------------------|-------------|

**Decrease Committed Fund Balance:**

|                         |                         |             |
|-------------------------|-------------------------|-------------|
| 10000-1101000000-370100 | Unassigned Fund Balance | \$1,941,941 |
|-------------------------|-------------------------|-------------|

**D. Action Item – Zachary Ginder, Chair**

1. **23-41:** Approve Acceptance of Riverside County Third District Community Improvement Designation (CID) Funds Infant Survival Swim Lesson Scholarships and Training of Three Instructors **[\$60,000 COMMUNITY IMPROVEMENT DESIGNATION FUNDS]** **399**





AGENDA ITEM: 23-41  
DATE OF MEETING: July 17, 2023  
ACTION: ☒  
INFORMATION: ☐

**APPROVE ACCEPTANCE OF RIVERSIDE COUNTY THIRD DISTRICT  
COMMUNITY IMPROVEMENT DESIGNATION (CID) FUNDS FOR  
INFANT SURVIVAL SWIM LESSON SCHOLARSHIPS AND  
TRAINING OF THREE INSTRUCTORS  
[\$60,000 – CID FUNDS]**

**SUMMARY OF REQUEST**

Approve the acceptance of Community Improvement Designation Funds allocation in the amount of \$60,000 for the funding of infant survival swim lesson scholarships and the training of three instructors.

**BACKGROUND**

On June 27, 2023, the County of Riverside Board of Supervisors authorized the allocation of \$60,000 in Community Improvement Designation (CID) Funds for the Third District to be administered by First 5 Riverside County Children and Families Commission for the purpose of providing more infant survival swim lesson scholarships and to increase the number of specialized trained instructors in District 3.

During 2021 and 2022, 149 water submersion incidents, involving minors were reported through the Riverside County Electronic Submersion Incident Reporting form (SIRF). The majority, 124, were children ages 0-5, seven of those resulted in a fatal outcome. The disproportionate impact on young children and the potential of preventative interventions illustrates the importance of addressing the problem in Riverside County.

First 5 Riverside County has supported investments and partnerships that promote water safety and water prevention, including subsidized swim lesson scholarships since 2016. First 5 currently partners with So Cal Water Babies to provide subsidized submersion-oriented swim lesson series to approximately 190 children annually throughout Riverside County.

This funding will expand service capacity by funding specialized training for three additional swim instructors and offering more scholarships for Survival Float instruction

to children six months - 3 years old and residing in the Third District. The scholarships will provide self-rescue instruction following the Infant Survival Float curriculum and include a safety curriculum for caregivers. First 5 Riverside County will continue to partner with So Cal Water Babies to expand the number of scholarships and swim lessons offered in the Third District.

## **RECOMMENDED ACTION**

That the Commission:

1. Approve the acceptance of Community Improvement Designation allocation in the amount of \$60,000 for funding infant survival swim lesson scholarships and training of three new instructors for Riverside County Third District.
2. Authorize the Executive Director to execute the necessary contracts, documents, budget adjustments, and other necessary actions to implement the Community Improvement Designation funds, subject to approval by County Counsel as to form including contracts with third-party agencies that support drowning prevention services, including but not limited to the following: So Cal Water Babies, Infant Swimming Resource, and Infant Aquatics.

## **BUDGET IMPACT**

Acceptance of additional revenue will be recognized through a formal budget adjustment with the Auditor-Controller after Commission approval and receipt of the CID allocation of funds. FY 23/24 budget adjusted for Program Revenue: \$60,000 (938001-25800-92945-781480).

## **STRATEGIC PLAN RELEVANCE**

Goal 2: Comprehensive Health and Development (92945)

## **POTENTIAL CONFLICTS OF INTEREST**

Commissioner, Supervisor Chuck Washington

## **ATTACHMENTS**

1. County of Riverside Form 11 – Third District CID Allocation.

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.12**  
**(ID # 22363)**

**MEETING DATE:**  
Tuesday, June 27, 2023

**FROM :** BOS DISTRICT 3:

**SUBJECT:** BOS DISTRICT 3: Third District Use of Community Improvement Designation (CID) Funds for First 5 Riverside County, Anza Electric Cooperative Inc, Rotary Club of Temecula Valley New Generations, Hamilton Museum and Ranch Foundation, Impact Riverside County-Student of the Month Program, Southwest Riverside Co. Assoc. of Realtors Scholarship Foundation [\$88,500.00 - General Fund 100%] (4/5 vote required)

**RECOMMENDED MOTION:** That the Board of Supervisors:

Approve the use of Community Improvement Designation funds for:

1. First 5 Riverside County  
\$60,000.00  
585 Technology Ct., Riverside, CA 92507
2. Anza Electric Cooperative Inc.  
\$5,000.00  
PO Box 391909, Anza, CA 92539
3. Hamilton Museum and Ranch Foundation  
\$10,000.00  
PO Box 391141, Anza, CA 92539
4. Rotary Club of Temecula Valley – New Generations  
\$7,500.00  
PO Box 893122, Temecula, CA 92589
5. Impact Riverside County-Student of the Month Program  
\$1,000.00  
26442 Beckman Ct., Murrieta, CA 92562
6. Southwest Riverside Co. Assoc. of Realtors Scholarship Foundation  
\$5,000.00  
26529 Jefferson, Ave. Murrieta, CA 92562

**ACTION:**

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

  
Supervisor Chuck Washington, Vice-Chair 8/22/2023

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MINUTES OF THE BOARD OF SUPERVISORS

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

| <b>FINANCIAL DATA</b>                     | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>                | <b>Ongoing Cost</b> |
|-------------------------------------------|-----------------------------|--------------------------|-----------------------------------|---------------------|
| <b>COST</b>                               | \$88,500.00                 | \$ 0                     | \$88,500.00                       | \$ 0                |
| <b>NET COUNTY COST</b>                    | \$88,500.00                 | \$ 0                     | \$88,500.00                       | \$ 0                |
| <b>SOURCE OF FUNDS: General Fund 100%</b> |                             |                          | <b>Budget Adjustment: No</b>      |                     |
|                                           |                             |                          | <b>For Fiscal Year: 2022/2023</b> |                     |

**BACKGROUND:**

Community Improvement Designation funds will be given to the following organizations:

1. First 5 Riverside County - \$60,000.00 the funding will expand service capacity for So Cal Water Babies by training two additional swim instructors and offer 55 additional scholarships for Survival Float Program that instructs children six months-3 years residing in the Third District.
2. Anza Electric Cooperative Inc.- \$5,000.00 the funding will be utilized to pay for fuel for Find Food Bank trucks to deliver fresh food and non-perishable food supplies for a monthly food distribution to low-income residents living in Anza.
3. Hamilton Museum and Ranch Foundation- \$10,000.00 the funding will be used for the Founders Day Celebration and Barn improvements at the museum.
4. Rotary Club of Temecula Valley- New Generations- \$7,500.00 the funding will be used to support Michelle's Place Stocking Project which prepares Christmas stockings and gifts for children whose parents are receiving cancer treatment.
5. Impact Riverside Co.- Student of the Month Program- \$1,000.00 the funding will be used for recognition and scholarships for local high school students who reside in the Murrieta area.
6. Southwest Riverside Co. Association of Realtors Scholarships Foundation \$5,000.00 the funding will be utilized for college scholarships to high school students in the Southwest region.



2. **23-42:** Approve Proposition 10 Funds and Allocate ARPA Funds for Child Care Infrastructure Project Adjacent to the French Valley Library - District 3 **[NOT TO EXCEED \$2,000,000 PROP 10 FUNDS AND NOT TO EXCEED \$2,000,000 ARPA FUNDS]** **405**





AGENDA ITEM: 23-42  
DATE OF MEETING: July 17, 2023  
ACTION: ☒  
INFORMATION: ☐

**APPROVE PROPOSITION 10 FUNDS AND ALLOCATE ARPA FUNDS FOR  
CHILD CARE INFRASTRUCTURE PROJECT ADJACENT TO  
THE FRENCH VALLEY LIBRARY – DISTRICT 3  
[NOT TO EXCEED \$2,000,000 - PROP 10 AND  
NOT TO EXCEED \$2,000,000 ARPA FUNDS]**

**SUMMARY OF REQUEST**

Approve up to \$2,000,000 from Proposition 10 funds and approve funding allocation of up to \$2,000,000 from American Rescue Plan Act Funds to the Riverside County Office of Economic Development for the Design-Build Contract for a new 13,000 square foot Childcare and Early Childhood Learning Center (9,000 SF Childcare and 4,000 SF Early Learning Center) including exterior playground area of 4,500 SF, and associated parking and site development adjacent to the French Valley Library.

The total estimated budget for the childcare facility project adjacent to the French Valley Library located at 31526 Skyview Road in French Valley is \$18,000,000. Supervisor Washington has designated \$12M of District 3 ARPA funds and the Riverside County Library System has budgeted \$3,000,000 to support the inclusion of the Early Childhood Museum and Interactive Center for a total of \$15,000,000.

First 5 has the opportunity to initially invest \$3,000,000 from Prop 10 funds and designated ARPA funds and to set aside a contingency up to \$1,000,000 for project overruns and initial startup operational costs. The addition of these funds allows the center to include the square footage for a quality environment. The ideal center size is 10,000 – 18,000 square feet to serve 50 - 130 children. Having a center smaller than 10,000 square feet limits the number of children and makes business sustainability challenging. Outdoor learning environments /playgrounds that are directly adjacent and accessible from each classroom, and large enough to accommodate the number of spaces in the center (100-200 sq ft per child). This facility is expected to accommodate licensed capacity to serve at least 50 children, inclusive of classrooms for infants and toddlers.

Project Summary – The French Valley Library is a modern, aviation-themed, 25,000-square-foot single-story library that includes amenities that are in high demand for the community.

The proposed Early Childhood Museum and Interactive Center will be a Riverside County destination. A family-friendly environment for discovery, exploration, and learning through creativity. The facility will include a learning gallery, rotating exhibits, virtual reality events, and destination experiences. The adjacent library and child development center will be natural partners on-site to continue the lifelong learning of our youth.

Project Schedule:

- Predevelopment: Summer 2023 – Spring 2024
- Design/Plan Check: Spring 2024 – Winter 2024/25
- Construction: Winter 2025 – Fall 2026

## **BACKGROUND**

Riverside County Library System (RCLS) is a public library system with 35 locations, two Mobile Resource Vans, two museums, and a Creation Station in Riverside County, California. RCLS serves a diverse population of 1.4 million residents in a very large geography covering 7,303 square miles.

Current research finds:

- Access to stable, high-quality childcare helps parents improve their labor productivity by increasing work hours, missing fewer workdays, and pursuing further education.
- In 2020, 94% of parents adjusted their career path due to childcare expenses, 42% reduced their work hours, 26% switched to another job and an additional 26% left the workforce altogether.
- A lack of childcare causes businesses to lose an estimated \$12.7 billion annually due to employee absenteeism.
- Capital Early Childhood Education projects to serve 150 children range in cost from \$1-4M.
- To create spaces for all subsidy-eligible infants and toddlers not currently being served it would cost between \$35M- \$227.7M for each Supervisorial District.

September 14, 2021, the County of Riverside, Board of Supervisors authorized the allocation of \$15,000,000 in federal funding under the American Rescue Plan Act of 2021 for the Early Care & Education Recovery fund to be administered by First 5 Riverside County.

On September 27, 2021 (Action Item 21.36), the Commission approved Proposition 10 Funds to augment early care and education facility projects funded by local, state, or federal funds.

This Commission investment has significant Strategic Plan Relevance and long-lasting impacts on Riverside County children and families.

## **RECOMMENDED ACTION**

That the Commission:

1. Approve up to \$2,000,000 from Prop 10, as payor of last resort, to augment ARPA funds allocated to the French Valley Child Care infrastructure project.
2. Approve funding allocation up to \$2,000,000 from ARPA funds administered by First 5 on behalf of the County Board for District 3 French Valley infrastructure project.
3. Authorize Executive Director or designee to establish agreements and funding transfers with the Office of Economic Development for the French Valley Childcare Infrastructure Project.

## **BUDGET IMPACT**

Adequate appropriation is included in the FY 2023-2024 approved budget.

## **STRATEGIC PLAN RELEVANCE**

Goal: 1 Quality Early Learning (92950)

## **POTENTIAL CONFLICTS OF INTEREST**

Commissioner, Supervisor Chuck Washington

## **ATTACHMENTS**

1. County of Riverside Office of Economic Development – French Valley Childcare/Cube ROM Estimate
2. County of Riverside ARPA Allocation 2021
3. French Valley Concept Plan



COUNTY OF RIVERSIDE  
OFFICE OF ECONOMIC DEVELOPMENT

FV Childcare/Cube ROM Estimate

2023-05-08

| BUDGET BREAKDOWN |                                                                     | Estimated Budget | Percentage | NOTES:                                            |
|------------------|---------------------------------------------------------------------|------------------|------------|---------------------------------------------------|
| 1.               | PRE-DEVELOPMENT                                                     |                  |            |                                                   |
| 1.1              | Land Acquisition                                                    | \$0              | 0.00%      | N/A                                               |
| 1.2              | Lease                                                               | \$0              | 0.00%      | N/A                                               |
| 1.3              | Misc/Other (Appraisal, PTR, etc.)                                   | \$1,500          | 0.01%      | Preliminary Title Report                          |
| 1.4              | Due Diligence (Bond Counsel, Consultant, State Fees)                | \$0              | 0.00%      | N/A                                               |
| 1.5              | Geotechnical Investigations Report                                  | \$12,000         | 0.07%      | Initial Report                                    |
| 1.6              | Hazardous Material Sampling/ Testing                                | \$0              | 0.00%      | Demolition of existing building                   |
| 1.7              | Environmental Surveys (Bird, cultural, tribal, burrowing owl, etc.) | \$0              | 0.00%      | Migratory Bird Act Survey                         |
| 1.8              | Survey                                                              | \$20,000         | 0.11%      | Aerial/Field Survey                               |
| 1.9              | Public Right of Way                                                 | \$0              | 0.00%      | N/A                                               |
| 1.10             | Multiple Species Habitat Conservation Plan (MSHCP)                  | \$60,000         | 0.33%      | wrc-rca.org/development-applications/permits-and- |
| 1.11             | Phase 1 / Phase 2 Reports                                           | \$25,000         | 0.14%      | N/A                                               |
| 1.12             | California Environmental Quality Act                                | \$55,000         | 0.31%      | CEQA IS/MND                                       |
| 1.13             | Tribal Monitoring Agreements                                        | \$44,000         | 0.24%      | Tribal Monitoring                                 |
| Subtotal         |                                                                     | \$217,500        | 1.21%      |                                                   |
| 2.               | DESIGN:                                                             |                  |            |                                                   |
| 2.1              | Architect/Design Fee                                                | \$0              | 0.00%      | Included in 5.4                                   |
| 2.1.1            | Architect Reimbursables                                             | \$0              | 0.00%      | Included in 5.4                                   |
| 2.2              | MEP Consultants                                                     | \$0              | 0.00%      | Included in 5.4                                   |
| 2.3              | Structural Consultants                                              | \$0              | 0.00%      | Included in 5.4                                   |
| 2.4              | Civil/Survey                                                        | \$0              | 0.00%      | Included in 5.4                                   |
| 2.5              | Soils Engineering                                                   | \$0              | 0.00%      | Included in 5.4                                   |
| 2.6              | Estimator                                                           | \$0              | 0.00%      | Included in 5.4                                   |
| 2.7              | CM Pre-construction Services (constructability review, etc.)        | \$0              | 0.00%      | Included in 5.4                                   |
| 2.8              | Building Information Modeling                                       | \$0              | 0.00%      | Included in 5.4                                   |
| 2.9              | Furniture Consultant                                                | \$0              | 0.00%      | Included in 5.4                                   |
| 2.10             | Security Consultant                                                 | \$0              | 0.00%      | Included in 5.4                                   |
| 2.11             | Audio/ Video Consultant                                             | \$0              | 0.00%      | Included in 5.4                                   |
| 2.12             | Comissioning Agent (HVAC, LEED, etc.)                               | \$0              | 0.00%      | Included in 5.4                                   |
| 2.13             | Other Specialty Consultants:                                        | \$0              | 0.00%      | Included in 5.4                                   |
| 2.14             | Plans & Specs, Printing, Advertising                                | \$15,000         | 0.08%      |                                                   |
| Subtotal         |                                                                     | \$15,000         | 0.08%      |                                                   |
| 3.               | REGULATORY PERMITTING/INSPECTIONS:                                  |                  |            |                                                   |
| 3.1              | Building and Safety Plan Review / Inspection                        | \$259,160        | 1.44%      | Plan Check and Inspection                         |
| 3.2              | Fire Department Plan Review / Inspection                            | \$15,000         | 0.08%      | Plan Check and Inspection                         |
| 3.3              | Cal/ OSHA Elevator                                                  | \$0              | 0.00%      | N/A                                               |
| 3.4              | Water/ Sewer Purveryors (design and connection fees)                | \$10,000         | 0.06%      | Initial Fee and Design                            |
| 3.5              | Electricity Purveyors (design and connection fees)                  | \$10,000         | 0.06%      | Initial Fee and Design                            |
| 3.6              | Southern California Gas Co. (design and connection fees)            | \$5,000          | 0.03%      | Initial Fee and Design                            |
| 3.7              | Department of Environmental Health (DEH) Plan Review                | \$0              | 0.00%      | N/A                                               |
| 3.8              | National Pollution Discharge Ellimination System (NPDES)            | \$0              | 0.00%      | N/A                                               |
| 3.9              | Storm Water Pollution Prevention Plan (SWPPP)                       | \$0              | 0.00%      | Included in 5.4                                   |
| 3.10             | Water Quality Management Plan Review (WQMP)                         | \$0              | 0.00%      |                                                   |
| 3.11             | Air Quality Management District (AQMD)                              | \$0              | 0.00%      | N/A                                               |
| 3.12             | Hazardous Material Emergency Plan/ Business Emergency Plan          | \$0              | 0.00%      | N/A                                               |
| 3.13             | Spill Prevention Counter Measures Control Plan (SPCC)               | \$0              | 0.00%      | N/A                                               |
| 3.14             | Army Corp of Engineers (Section 404)                                | \$0              | 0.00%      | N/A                                               |
| 3.15             | US Fish and Wildwife (Section 7)                                    | \$0              | 0.00%      | N/A                                               |
| 3.16             | State Fish and Wildlife (Section 1602)                              | \$0              | 0.00%      | N/A                                               |
| 3.17             | State Water Quality Certification (Section 401)                     | \$0              | 0.00%      | N/A                                               |
| 3.18             | Specialty Inspections/Materials & Lab Testing                       | \$156,000        | 0.87%      | Materials and Special Inspections                 |
| 3.19             | Other Permitting Requirements:                                      | \$0              | 0.00%      | N/A                                               |
| Subtotal         |                                                                     | \$455,160        | 2.53%      |                                                   |
| 4                | COUNTY ADMINISTRATION:                                              |                  |            |                                                   |
| 4.1              | Project Management                                                  | \$0              | 0.00%      | County/City Project Management                    |
| 4.2              | County Counsel Fees                                                 | \$25,000         | 0.14%      | Review of Contracts, approval documents           |
| 4.3              | Energy Labor                                                        | \$0              | 0.00%      | N/A                                               |
| 4.4              | Environmental Services                                              | \$10,000         | 0.06%      | SWPPP/WQMP Inspections                            |
| 4.5              | Custodial Assistance                                                | \$0              | 0.00%      | N/A                                               |
| 4.6              | Maintenance Assistance                                              | \$0              | 0.00%      | N/A                                               |
| 4.7              | Auditor Controller                                                  | \$0              | 0.00%      | N/A                                               |
| 4.8              | Other                                                               | \$0              | 0.00%      | N/A                                               |
| Subtotal         |                                                                     | \$35,000         | 0.19%      |                                                   |

|          |                                               |              |        |                                                    |
|----------|-----------------------------------------------|--------------|--------|----------------------------------------------------|
| 5.       | CONSTRUCTION:                                 |              |        | 13,000                                             |
| 5.1      | Building Direct Costs                         |              |        | 6600 Childcare, 4000 Development Center            |
| 5.1.1    | Pre-Engineered Metal Structure w/roof         | \$1,196,000  | 6.64%  | \$92/SF                                            |
| 5.1.2    | SOG/Foundation                                | \$672,750    | 3.74%  | \$52/SF                                            |
| 5.1.3    | Roofing System (PVC Roofing for HVAC Wells)   | \$448,500    | 2.49%  | \$35/SF                                            |
| 5.1.4    | Exterior Canopies                             | \$195,000    | 1.08%  | Lump Sum                                           |
| 5.1.5    | Casework and Countertops                      | \$287,600    | 1.60%  | \$1,438/LF, Assume 200 LF                          |
| 5.1.6    | Doors/Frame/Hardware                          | \$275,000    | 1.53%  | \$5,500 Each, assume 50                            |
| 5.1.7    | Windows                                       | \$117,000    | 0.65%  | Lump Sum                                           |
| 5.1.8    | Metal Stud/Insulation/Drywall                 | \$640,000    | 3.56%  | \$32/SF, assume 20,000 SF                          |
| 5.1.9    | Lath/Plaster                                  | \$276,000    | 1.53%  | \$46/SF, assume 15000 SF                           |
| 5.1.10   | Front Facade                                  | \$234,000    | 1.30%  | Lump Sum                                           |
| 5.1.11   | T-Bar                                         | \$143,000    | 0.79%  | Lump Sum                                           |
| 5.1.12   | Floor Covering                                | \$373,750    | 2.08%  | \$29/SF                                            |
| 5.1.13   | Painting (Interior and Exterior)              | \$224,250    | 1.25%  | \$17/SF                                            |
| 5.1.14   | Toilet Accessories                            | \$14,300     | 0.08%  | Lump Sum                                           |
| 5.1.15   | Signage                                       | \$26,000     | 0.14%  | Lump Sum                                           |
| 5.1.16   | Window Shades                                 | \$130,000    | 0.72%  | Lump Sum                                           |
| 5.1.17   | Fire Sprinkler System                         | \$179,400    | 1.00%  | \$14/SF                                            |
| 5.1.18   | Fire Riser                                    | \$20,800     | 0.12%  | Lump Sum                                           |
| 5.1.19   | HVAC & Controls                               | \$598,000    | 3.32%  | \$40/SF                                            |
| 5.1.20   | Electrical                                    | \$971,750    | 5.40%  | \$75/SF                                            |
| 5.1.21   | Data/Communications System                    | \$119,600    | 0.66%  | \$9/SF                                             |
| 5.1.22   | Security                                      | \$74,750     | 0.42%  | \$6/SF                                             |
| 5.1.23   | AV System/Equipment                           | \$37,375     | 0.21%  | \$3/SF                                             |
| 5.1.24   | Fire Alarm                                    | \$112,125    | 0.62%  | \$9/SF                                             |
| 5.1.25   | Furniture (FF&E)                              | \$1,040,000  | 5.78%  | \$85/SF                                            |
| 5.2      | Site                                          |              |        |                                                    |
| 5.2.1    |                                               | \$0          | 0.00%  | Lump Sum                                           |
| 5.2.2    | Site Work (Earthwork, Paving, Landscaping,etc | \$1,350,000  | 7.50%  | \$30/SF, 45000SF                                   |
| 5.2.3    | Utilities                                     | \$250,000    | 1.39%  | Lump Sum                                           |
| 5.2.4    | Off-Site Work                                 | \$80,000     | 0.44%  | Lump Sum                                           |
| 5.3      | Other                                         |              |        |                                                    |
| 5.3.1    | Design Contingency (5%)                       | \$425,586    | 2.36%  | Construction cost impacts from design modification |
| 5.3.2    | Cost Escalation to Midpoint Construction      | \$815,315    | 4.53%  | 8% to mid point of construction                    |
|          | DB County Contingency                         | \$566,393    |        |                                                    |
|          | DB Contingency                                | \$906,228    |        |                                                    |
| 5.3      | Design Build Contractor                       |              |        |                                                    |
| 5.3.1    | Pre-Construction Services                     | \$80,000     | 0.44%  |                                                    |
| 5.3.2    | Construction General Conditions (14 months)   | \$455,000    | 2.53%  | Onsite trailer, superintendent, supervision, etc.  |
| 5.3.3    | Bonds                                         | \$160,026    | 0.89%  | 1.2% of construction costs                         |
| 5.3.4    | Insurance                                     | \$160,026    | 0.89%  | 1.2% of construction costs                         |
| 5.3.5    | Builder's Risk (No earthquake and flood)      | \$100,016    | 0.56%  | 0.75% of construction costs                        |
| 5.3.6    | CM Fee                                        | \$2,492,127  | 13.85% | Either GC Markup or CM Markup (OH&P)               |
| 5.4      |                                               | \$168        |        |                                                    |
|          | Design/Architecture                           |              |        |                                                    |
|          | Architect/Design Contract                     | \$1,019,507  | 5.66%  | 9% Industry Standard                               |
|          | Architect Reimbursable Costs                  | \$10,000     | 0.06%  |                                                    |
|          | Comissioning Agent (HVAC, LEED, etc.)         | \$0          | 0.00%  | LEED/Title 24 Comissioning                         |
| Subtotal |                                               | \$17,277,340 | 95.99% | \$1,329.03                                         |

|    |                                        |              |     |
|----|----------------------------------------|--------------|-----|
| 9. | Project Budget (Excluding Contingency) | \$18,000,000 |     |
| a. | Project Contingency (10% of Project)   | \$0          | \$0 |

|                                    |         |
|------------------------------------|---------|
| TOTAL PROJECT BUDGET: \$18,000,000 | 100.00% |
|------------------------------------|---------|

| Budget Line Item                  | Budget Amount | Percentage |                   |                 |
|-----------------------------------|---------------|------------|-------------------|-----------------|
| Pre-Development                   | \$217,500     | 1.21%      |                   |                 |
| Design                            | \$15,000      | 0.08%      |                   |                 |
| Regulatory Permitting/Inspections | \$455,160     | 2.53%      |                   |                 |
| County Administration             | \$35,000      | 0.19%      | D3 ARPA           | \$12,000,000.00 |
| Construction                      | \$17,277,340  | 95.99%     | CA Prop 10 / ARPA | \$3,000,000.00  |
| Project Contingency               | \$0           | 0.00%      | RCLS              | \$3,000,000.00  |
| Total Budget                      | \$18,000,000  | 100.00%    | Total             | \$18,000,000.00 |

# Attachment A



## American Rescue Plan Act 1st Year Funding Allocations (October 19, 2021)

# American Rescue Plan Act

## 1st Year Funding Allocations



Infrastructure

*\$65 million*



Housing and Homelessness

*\$50 million*



Economic Recovery

*\$40 million*



County Departments Response

*\$31 million*



Revenue Backfill

*\$22 million*



Non-Profit Assistance

*\$16 million*



Child Care

*\$15 million*

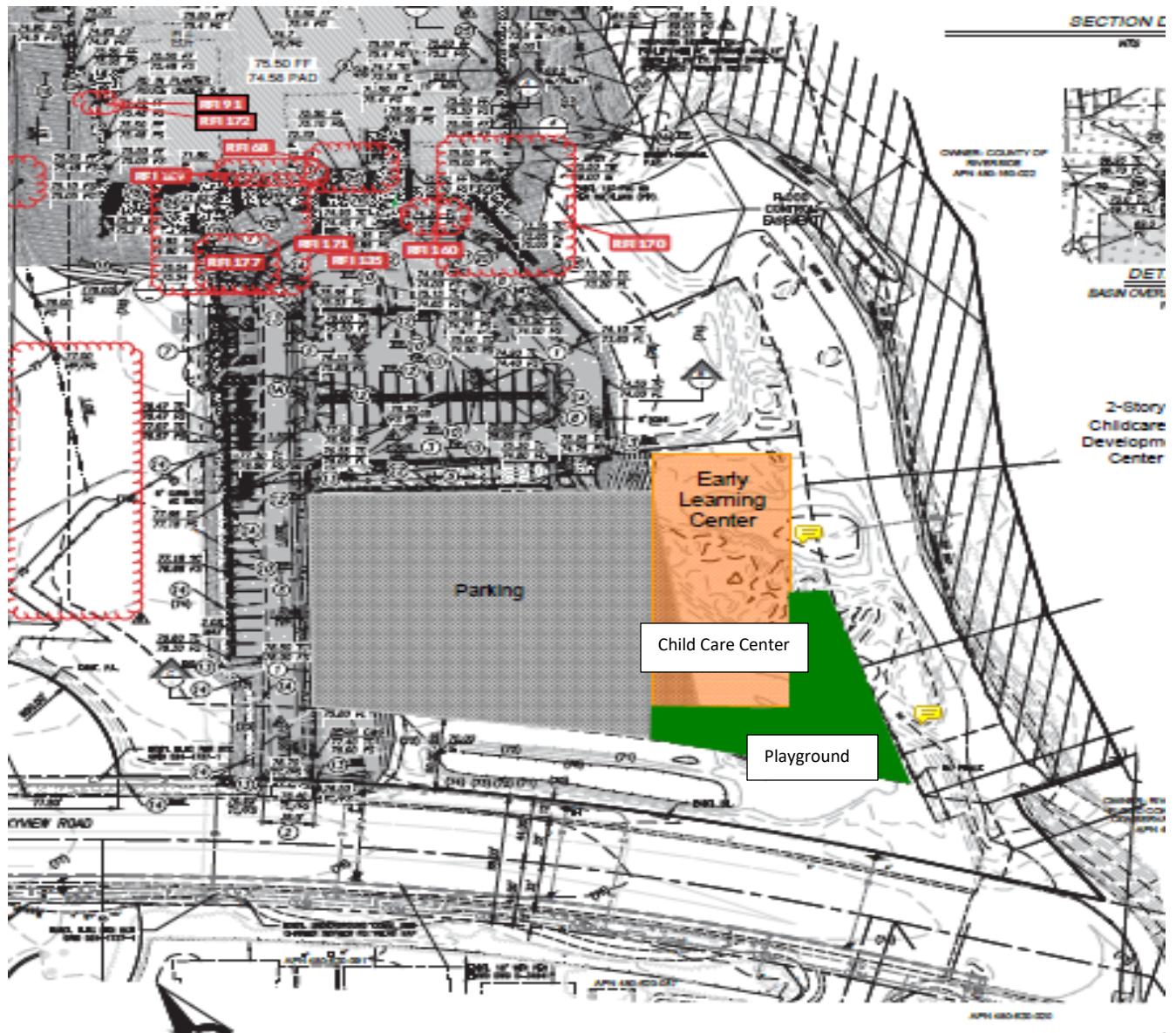
*ARPA 1st Payment \$239 million*



Rental Assistance

*\$235 million*





**E. Commission Business – Zachary Ginder, Chair**

1. Director's Report – Tammi Graham, Executive Director, and Yvonne Suarez, Assistant Director
2. Commissioner Comments

**F. Presentation/Information Item – Zachary Ginder, Chair**

1. Family Resource Center/HARC Community Convening Presentation - 414  
Ricardo Quezada, Deputy Director





# Community Engagement

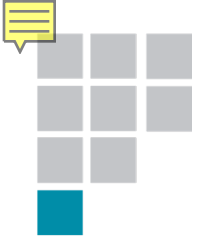
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First 5 Riverside County  
Children & Families Commission

# Community Profile Reports

- Secondary data reports of all five Districts.
- Data pulled from American Community Survey, California Healthy Kids Survey, California Department of Education, FBI Crime Data Explorer, National Center for Health Statistics, RUHS – Public Health, U.S. Environmental Protection Agency, etc.
- Topics were determined by F5RC and HARC.



HARC and F5RC collaborated to facilitate 3 Community Engagement meetings to present District 4 community profile report findings

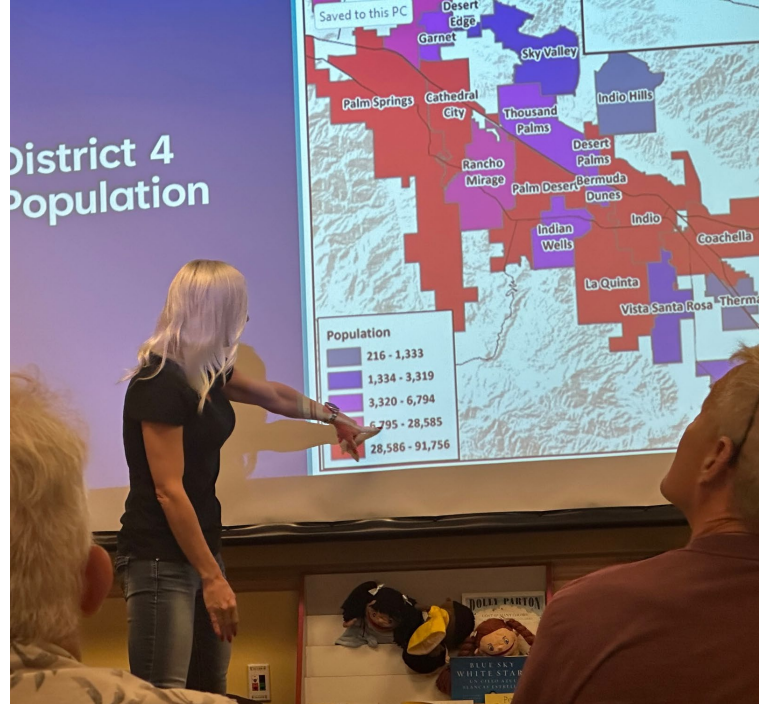
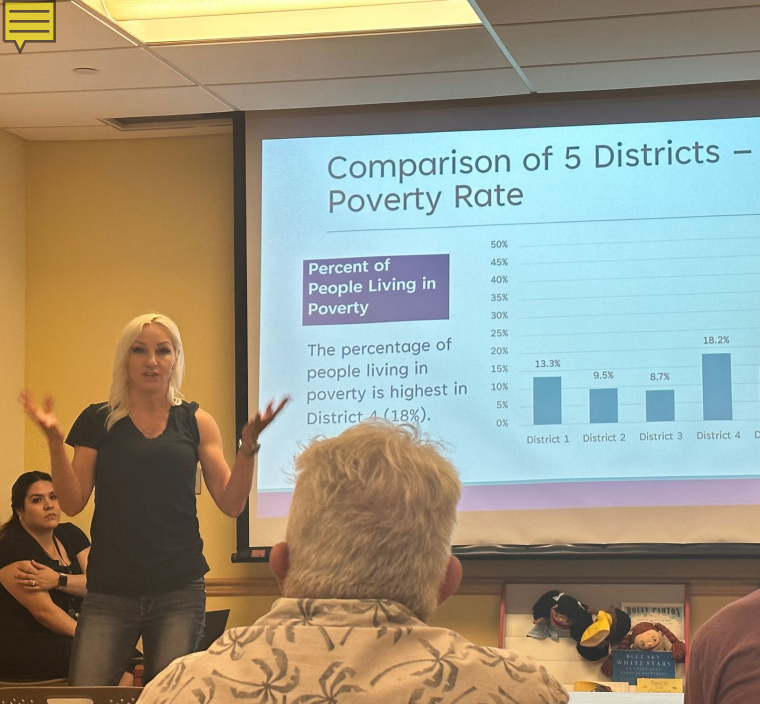
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## The convenings were held at:

- ❑ Desert Hot Springs in English - May 23<sup>rd</sup>, 2023
- ❑ Mecca in Spanish - May 25<sup>th</sup>, 2023
- ❑ Virtual at Mecca/Desert Hot Springs FRC Service Provider's Monthly Meeting - May 25<sup>th</sup>, 2023

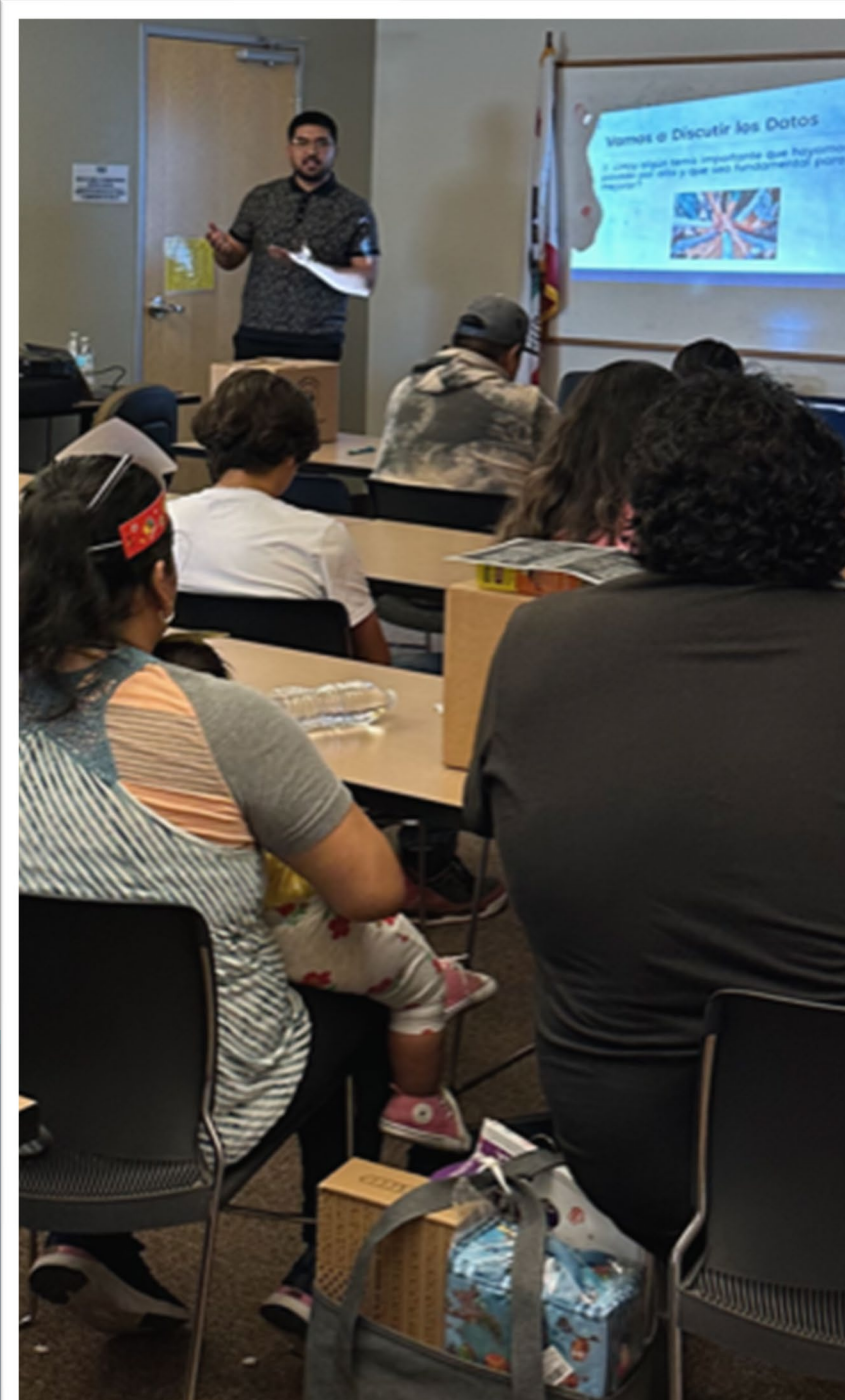




# DESERT HOT SPRINGS MEETING







# MECCA FRC MEETING



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Community convening participants (not service provider participants) were presented with a \$20 Visa gift card from HARC as a thank you for their time, attention, participation, and feedback.





**EDUCATIONAL ATTAINMENT**

**POVERTY SCHOOL SAFETY**

**AFFORDABLE HOUSING**

**INTERNET**

**TOP ISSUES**



# Next Steps



**G. Future Agenda Items:**

1. Autism Services Presentation
2. First 5 Riverside County Annual Report Presentation and Public Hearing
3. First 5 Riverside County Annual Audit Presentation and Public Hearing
4. First 5 Riverside County Family Resource Centers Presentation
5. First 5 Riverside County 2023 Communications Plan Presentation
6. Champion for Children Award Presentation to Recipient

- H. Adjournment:** Adjournment to the next Regular Meeting of the Riverside County Children and Families Commission to be held on September 13, 2023 beginning at 2:00 p.m.at:  
First 5 Riverside County Children and Families Commission Office  
585 Technology Court - Conference Room A  
Riverside, CA 92507

**Conflict of Interest:** Any person, or group of persons present at this meeting, who wish (es) to speak on a matter may be required to state for the record any contributions, in excess of \$250.00 made in the past (12) twelve months, made to any Commission member, the Commission member receiving the contribution, and the matter of consideration with which they are involved.

**Agenda Posting:** Agendas will be posted at the Clerk of the Board of Riverside County and the Commission Business Office.

All public record documents for matters on the open session of the Agenda are available for inspection at the meeting listed in this Agenda, and at the following location beginning three (3) days prior to the meeting date:

**Riverside County Children and Families Commission  
585 Technology Court  
Riverside, CA 92507**

If a public record document that relates to a matter on the open session of the Agenda is distributed less than 72 hours prior to the meeting date, the public record document shall be available for inspection, at the same time it is distributed, at the address listed above. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990

