AGENDA
PUBLIC NOTICE
Regular Meeting
Wednesday, May 10, 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. **Commission Business – Zachary Ginder, Chair**
   1. Oath of Office for Commissioner, Angelica Hurtado – Supervisor V. Manuel Perez
   2. Director's Report – Tammi Graham, Executive Director, and Yvonne Suarez, Assistant Director
   3. Commissioner Comments

D. **Presentations/Information** – **Zachary Ginder, Chair**
   1. Help Me Grow Inland Empire Presentation – Megan Daly, MHA, Director – Dr. Marti Baum, Physician Lead: Design & Outreach 2



Help Me Grow
Inland Empire

Updates 2023

FIRST 5 SAN BERNARDINO

LOMA LINDA UNIVERSITY
CHILDREN'S HEALTH

FIRST 5 Riverside County
Children & Families Commission

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.

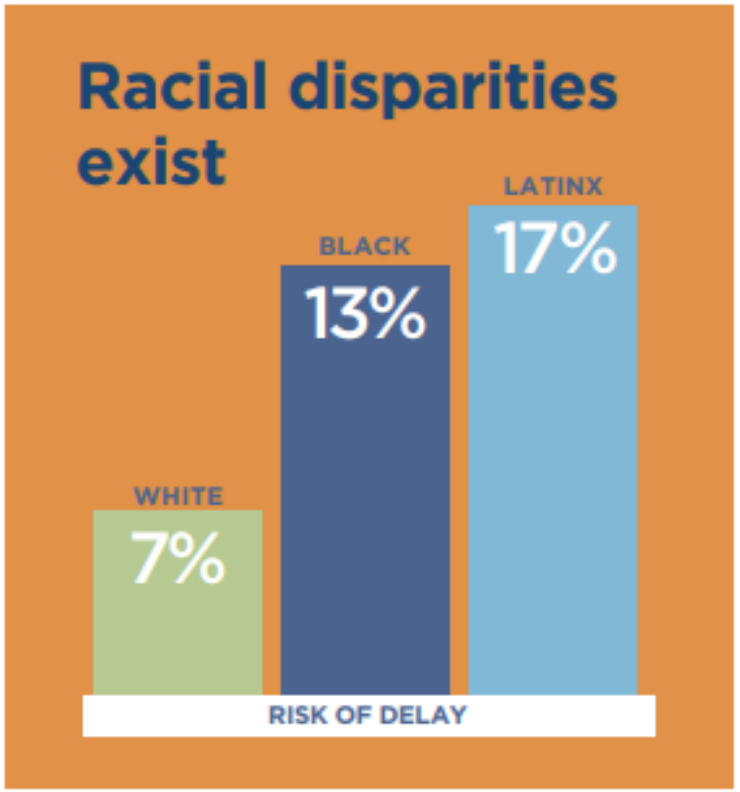
Help Me Grow Inland Empire (HMGIE) is a dual-county, regional approach to early intervention and the promotion the healthy development of all children.

Help Me Grow
Inland Empire

Developmental Screening Matters





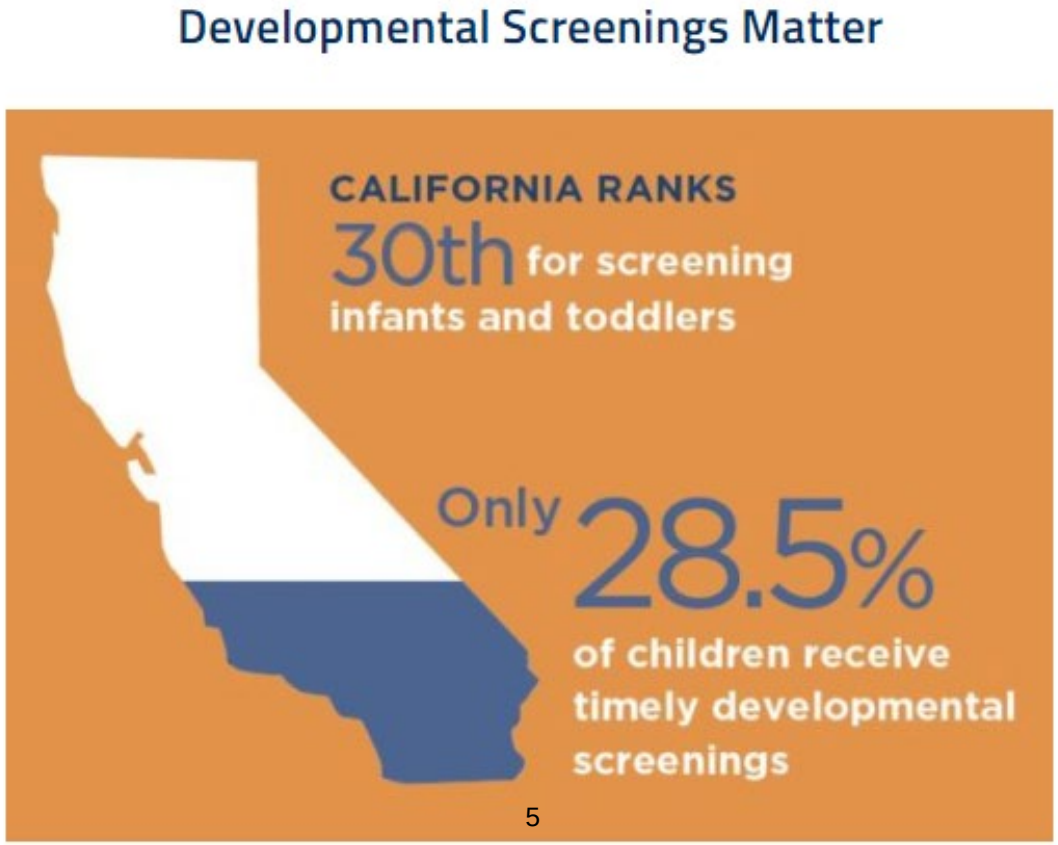


Help Me Grow
Inland Empire

Baseline for Developmental Screening

HELP ME CALIFORNIA Grow

2018

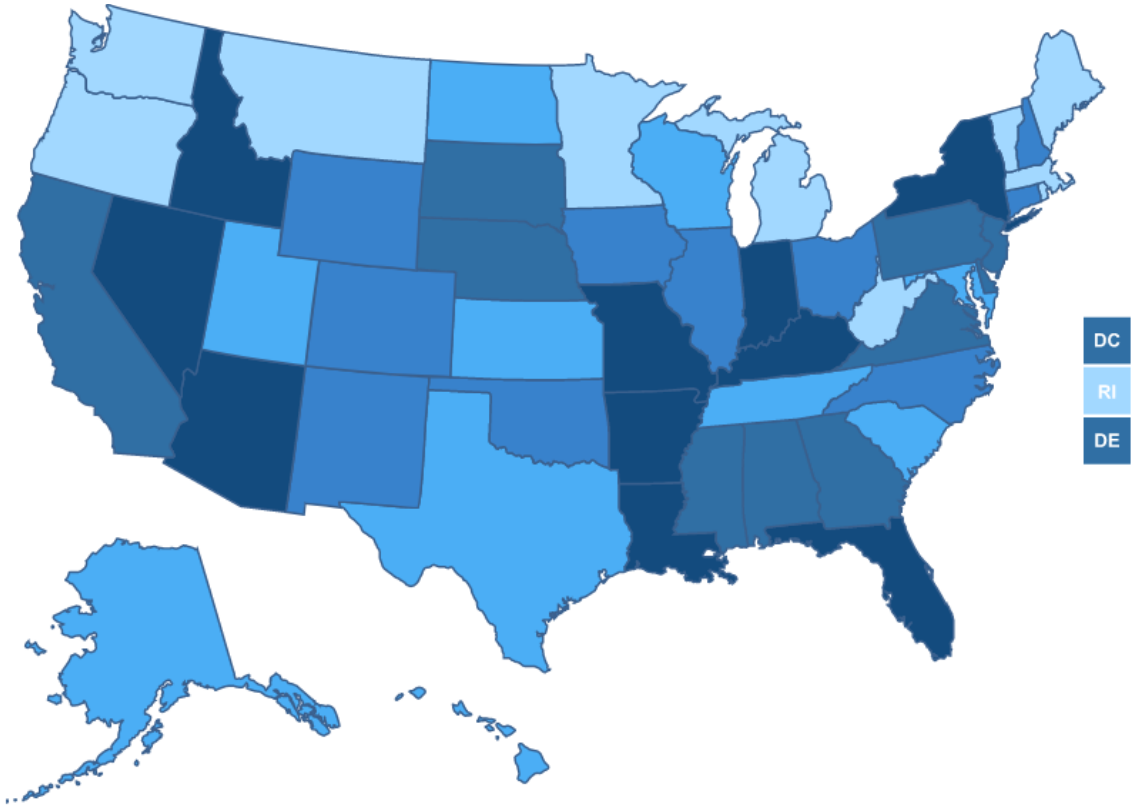


Help Me Grow
Inland Empire

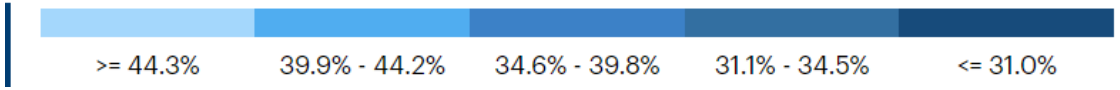
Developmental Screening by State 2021

AMERICA'S HEALTH RANKINGS
UNITED HEALTH FOUNDATION

Percentage of children ages 9-35 months whose parent completed a standardized developmental screening tool in the past 12 months (2-year estimate)



Data from National Survey of Children's Health, U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA), Maternal and Child Health Bureau (MCHB), 2020-2021

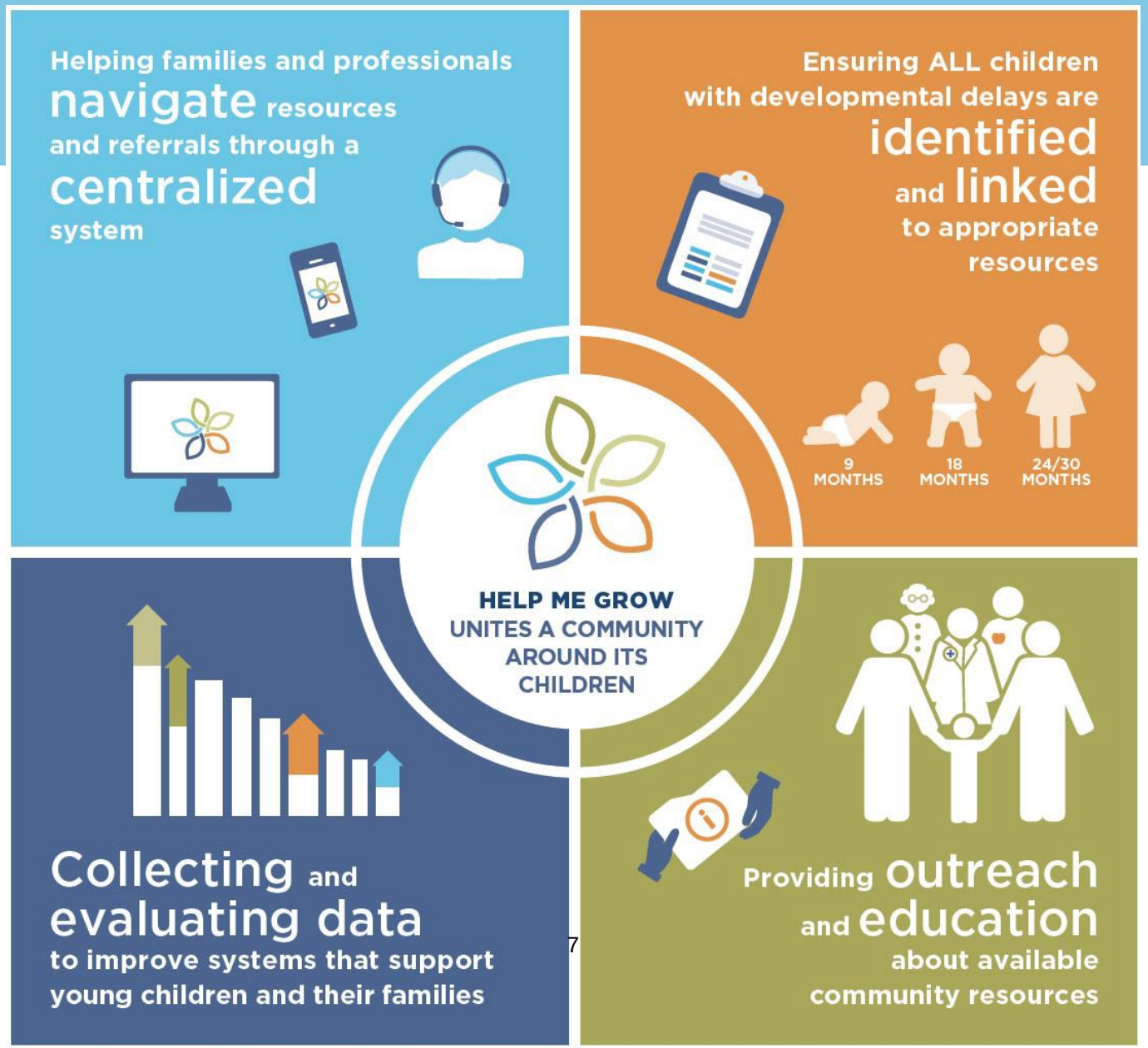


Top States	Rank	Value
Oregon	1	50.6%
Maine	2	49.0%
Minnesota	3	48.7%

Your State	Rank	Value
Wyoming	30	34.6%
California, Virginia	31	34.4%
Mississippi	33	34.1%

Bottom States	Rank	Value
Florida	48	20.1%
Indiana	49	19.2%
Arizona	50	18.9%

The HMG Intervention Model



Help Me Grow
Inland Empire

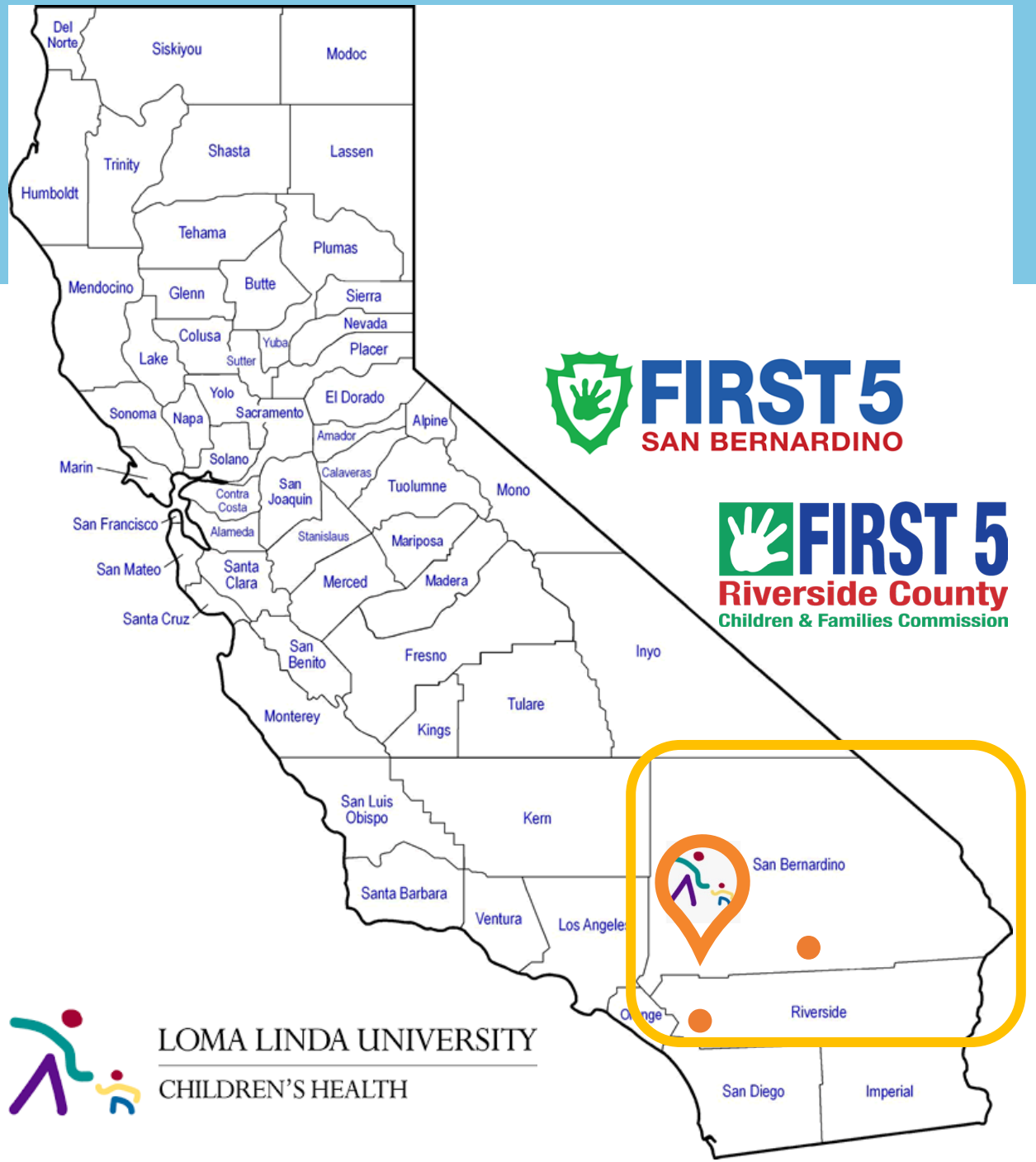
The Help Me Grow Approach



Source: Help Me Grow CA

Help Me Grow
Inland Empire

A Strategic Partnership



FIRST 5 SAN BERNARDINO

FIRST 5 Riverside County Children & Families Commission

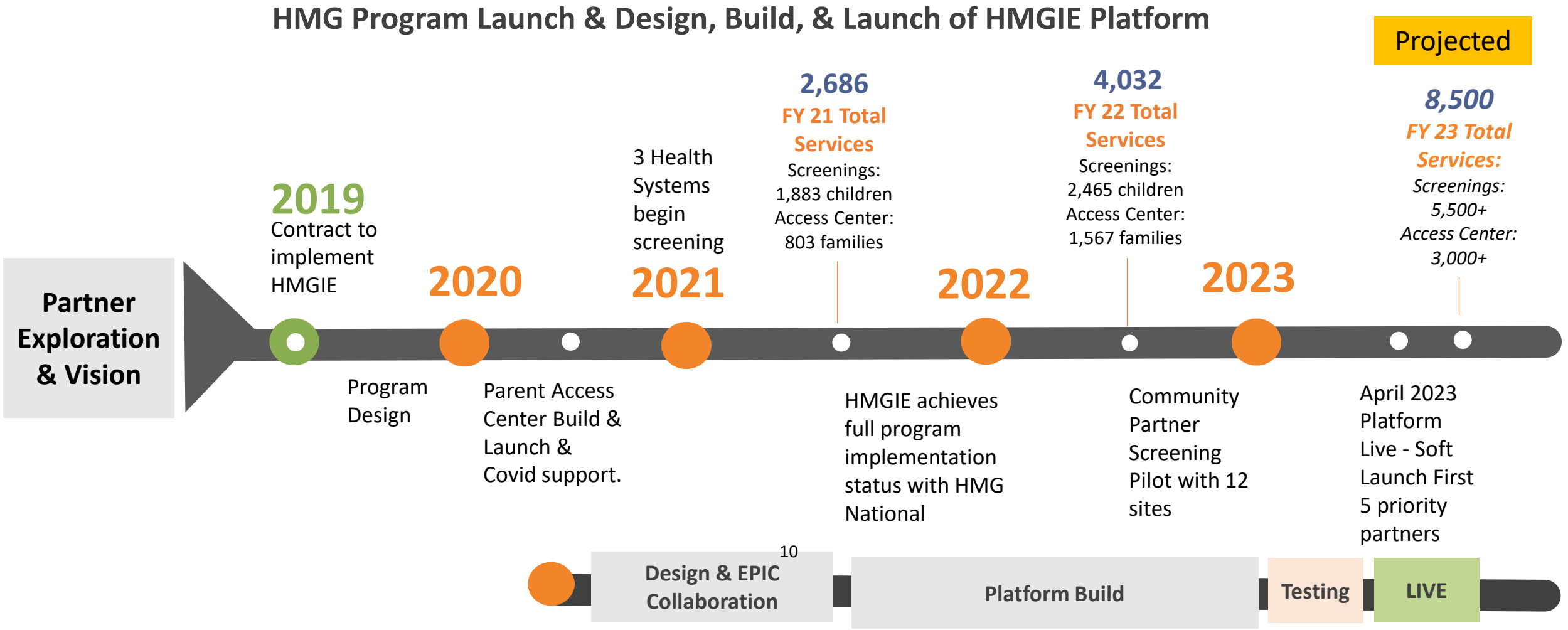
- First 5 San Bernardino, First 5 Riverside County, and Loma Linda University Children's Health
- Partnered on increase of developmental screening & coordination of care
- Deliver on a promise to link providers on a platform who have traditionally lacked access to electronic systems

LOMA LINDA UNIVERSITY CHILDREN'S HEALTH

Help Me Grow Inland Empire

Timeline & Successes

HMG Program Launch & Design, Build, & Launch of HMGIE Platform





HMGIE Program Services & Sustainability

Help Me Grow
Inland Empire

Who We Serve

HMGIE Platform

Coordination of care through electronic screening & close-the-loop communication.

Provider Support:
Onboarding,
orientation, platform adoption,
Engagement with parents.

Data Reporting

Platform technical assistance

Children
0-5 & up to 8

Physician Providers

Parents & Guardians



Early Child Education Providers

Community Outreach

Access Center Services

Parent Follow-up to Screenings: Developmental, Emotional, Social Determinants of Health, and Oral Screening

Parent Support:

- 30 days/Engagement
- **Linkage & Navigation:** All Systems of Care
- **Information:** Developmental Education
- **Support:** Parent mentoring & resourcing

Help Me Grow
Inland Empire

HMGIE Platform – Regional Advantage



Children & Parents are registered **one time** in the whole region.



Children's Screening "order set" are done once: **screenings automate** at age-appropriate intervals.



Parents complete screenings in a parent portal.



Provider teams/sites review results & send **electronic referrals** to HMGIE.



HMGIE team provides parent support over 30 days & sends **close the loop message** to provider.

Outcomes Data 2022

Reduction of Disparities

- **1 in 4** children scored monitor or concern.
- **90%** of children were Medi-Cal eligible.
- **2.5 attempts** to reach parents after a referral.
- **60% of families** screened for SDOH have resource needs.
- Families reached in a 2-week follow-up call confirmed **75% of the time they had successfully attained resources.**
- Parent satisfaction with Access Center: **97%.**

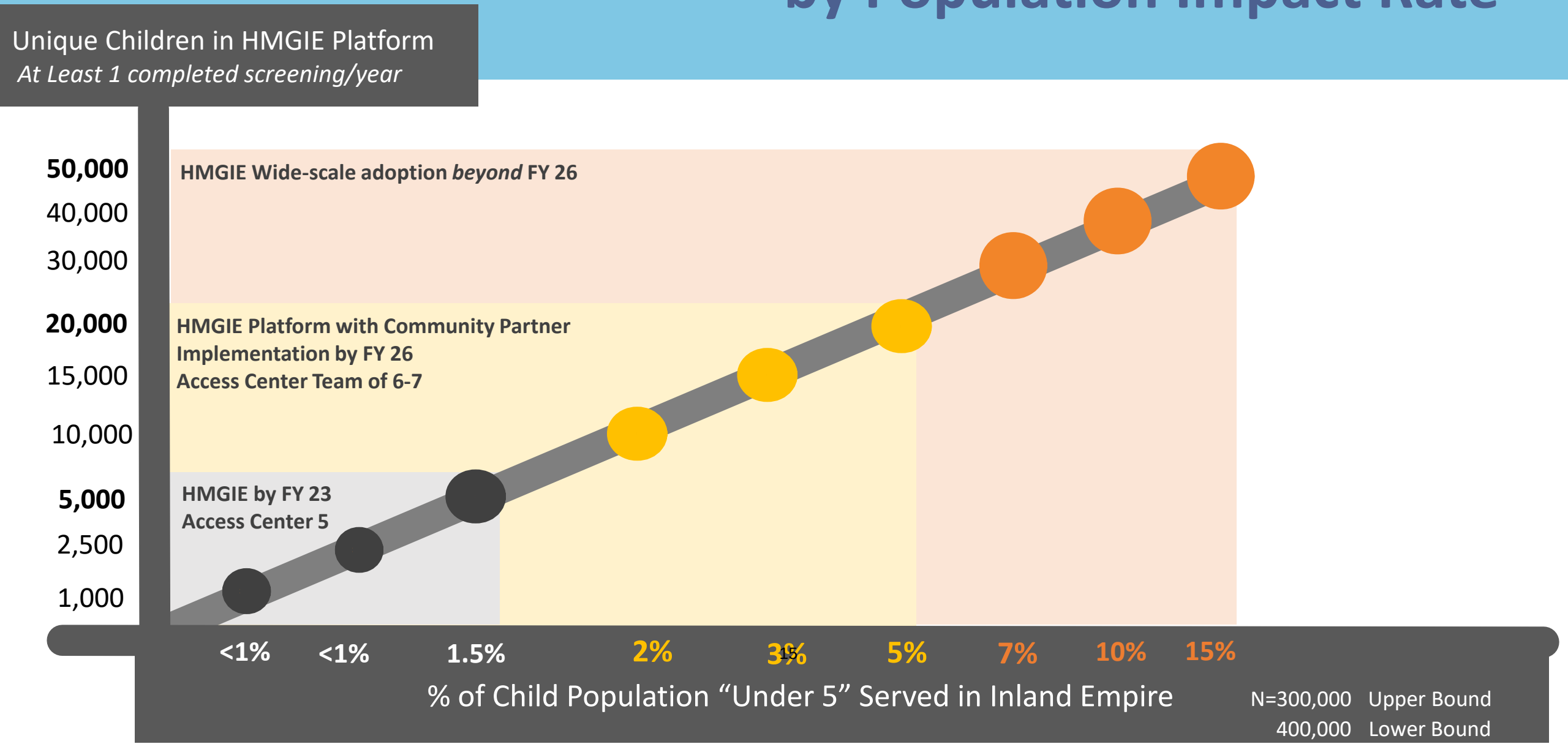
Demographics – 12 Months 2022

Unique Child/Family by *Primary* Identification

Children Screened	(N=5,784)
White (only)	30%
White + Other or Middle Eastern	17%
Hispanic or Latino Origin	29%
Black or African American	10%
Asian	8%
American Indian or Alaska Native	1%
Native Hawaiian or Other Pacific Islander	<1%
Other	1%
Refused/Unknown	4%

Access Center Families	(N=2,458)
White (only)	14%
White + Other or Middle Eastern	17%
Hispanic or Latino Origin	33%
Black or African American	12%
Asian	2%
American Indian or Alaska Native	1%
Native Hawaiian or Other Pacific Islander	<1%
Other	1%
Refused/Unknown	4%

Opportunity for Inland Empire by Population Impact Rate



What is Ahead!

- Leadership strategic planning for FY 24-26
- Onboarding providers: ECE, School, and Pediatricians
- Whole Family Care Hub (LLUCH New Program): Home visiting by CHW's families with SDOH & ACE risk.
- Sustainability plan
  - Possible Subscription Models by large agency providers & physician groups or state reimbursement.
  - Feasibility of Integration with other systems



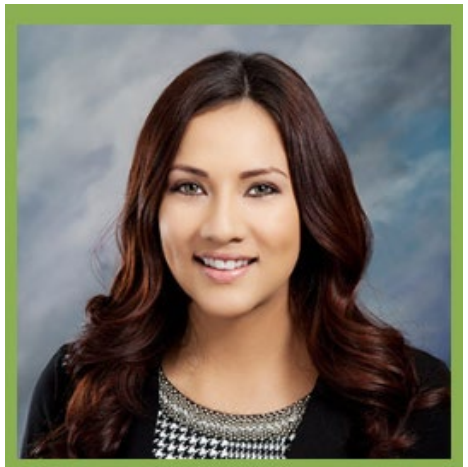
Your HMGIE Team



Sandra Leal, Senior Program Coordinator

Ricardo Vega, Program Coordinator





Stephanie Mosqueda, Program Coordinator

Nicole Moreno, Outreach Coordinator





Pamela Ulloa, Community Health Worker



Our Vision

All children achieve their full potential

Our Mission

To serve and connect all children and families in the Inland Empire with prevention and early intervention services

Help Me Grow
Inland Empire



Dr. Marti Baum

HMGIE Physician Lead: Design & Provider Outreach

MBaum@llu.edu

Megan Daly, MHA

Director of HMGIE

mdaly@llu.edu

Help Me Grow: www.helpmegrowie.com

Access Center – 1.888.464.4316

Help Me Grow
Inland Empire

2. **Information Only** – First 5 Riverside County Third Quarter Financial Highlights and Vendor over 25K Report – **Receive and File** **21**

RIVERSIDE COUNTY CHILDREN & FAMILIES COMMISSION - FIRST 5 RIVERSIDE COUNTY

FY 22/23 - 3RD QUARTER

(July 2022 - March 2023)

Revenue and Expenditure Balances

		Year-To-Date Budget	Actuals as of 03/31/23	Projections through 06/30/23
Revenues				
740020	Interest-Invested Funds	$ 100,000	$ 966,818	$ 466,818
754000	CA-Tobacco Tax Prop.10	16,551,140	7,631,436	14,464,975
754020	CA-Prop 56 Tobacco Act 2016	3,500,000	4,288,072	4,288,072
755870	IMPACT (F5CA Initiatives)	2,118,635	599,532	1,836,962
777540	DPSS (CalWORKs)	3,672,117	1,878,266	1,050,862
777540	DPSS (FRCs)	2,574,500		2,574,500
781480	Program Revenue	250,000		250,000
Total Revenues		28,766,392	15,364,123	24,932,189
Expenditures				
Approp 1	Salaries & Benefits	$ 7,755,700	$ 4,226,498	$ 6,119,771
Approp 2	Services & Supplies	25,463,760	9,705,083	19,097,820
Approp 4	Capital Assets	800,000	-	-
Total Expenditures		34,019,460	13,931,581	25,217,591
Total		(5,253,068)	1,432,543	(285,401)

Expenditure Allocation		**3/31/2023**	
Program		**10,894,104**	**33%**
CalWORKs Home Visit Initiative	42200	529,211	
IMPACT	92930	733,679	
Comprehensive Health & Development	92945	2,534,189	
Quality Early Learning	92950	3,515,850	
ARPA Support	92950	67,045	
Resilient Families	92960	1,448,363	
RCOE	92965	37,093	
HUB	92970	415,313	
Family Resource Centers	92975	1,495,715	
Countywide Programs	92980	117,647	
Evaluation		**231,468**	**1%**
Evaluation	81250	231,468	
Administration		**2,806,008**	**8%**
Countywide Impact	92955	2,806,008	
		13,931,581	**41.9%**

Administration	**8%**
Evaluation	**1%**
Program	**33%**

PERCENTAGE OF COST BY DEPARTMENT

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

In Q3, March and a portion of February program expenditures are not recognized in the general ledger until Q4. Prop 10 revenue includes July to January. February was posted in April, and March is pending. Projections for Prop 10 include potential reductions for the fiscal year based on average monthly receipts and likely decline due to the flavor ban's impact on tobacco tax.

EXPENDITURES BETWEEN $25K - $50K

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

Vendor List Attached

First 5 Riverside County Children & Families Commission
Cumulative Vendor List FY 22/23

	Vendor	Description	Action Item	Commission Aproval Date	Total	Action Item	Commission Aproval Date	Additional Amount	Cumulative Total	YTD Expenditures as of 4/19/23
1	First 5 Association of California	Membership	22-26	5/11/2022	$ 50,000				$ 50,000	$ 49,557
2	Totalplan Business Interiors Inc	Office Reconfigurations (includes Mecca)	22-26	5/11/2022	$ 100,000	23-05	1/25/2023	$50,000	$ 150,000	$ 29,610
3	Golden State Technology and/or Saitech	Computers & related equipment	22-26	5/11/2022	$ 150,000				$ 150,000	$ 38,849
4	SupplyBank.Org	Diaper kits	22-26	5/11/2022	$ 100,000	D.2	5/10/2023 Pending	$50,000	$ 150,000	$ 67,790
5	Lakeshore Equipment Company	Learning materials	22-26	5/11/2022	$ 50,000				$ 50,000	$ 10,904
6	CM School Supply	Learning materials	22-26	5/11/2022	$ 50,000				$ 50,000	$ 3,430
7	Discount School Supply	Learning materials	22-26	5/11/2022	$ 50,000				$ 50,000	$ 1,021
8	Regional Access Project Foundation	Sponsorship	ED Approval	NA	$ 33,000				$ 33,000	$ 33,000
9	Ireland Sound Systems Inc	Conference room audio upgrades	22-38	10/26/2022	$ 75,000				$ 75,000	$ 55,107
10	Kristin Gist Consulting	Healthy Steps subject matter expert	22-38	10/26/2022	$ 50,000				$ 50,000	$ 18,844
11	J Wood	ECE subject matter expert (facilities/infrastructure)	22-38	10/26/2022	$ 50,000				$ 50,000	$ 2,213
12	Absolute Security International Inc	Security Services - FRC's	23-05	1/25/2023	$ 75,000				$ 75,000	$ 41,716
13	Zero to Three	Region 9 HUB Training	23-05	1/25/2023	$ 75,000				$ 75,000	$ -
14	G/M Business Interiors	Office Furniture	23-05	1/25/2023	$ 150,000				$ 150,000	$ 4,222
15	US Bank	County Credit Card - Various Vendors	D.2	3/8/2023	$ 35,000	D.2	5/10/2023 Pending	$15,000	$ 50,000	$ 27,069
16	United Way	Gift Card Distribution to Tribal & Foster Families	D.2	3/8/2023	$ 35,000				$ 35,000	$ -
17	Parents as Teachers	Parents as Teachers new affiliate fees and training	D.2	3/8/2023	$ 50,000				$ 50,000	$ -
18	Teachstone Training LLC	Training and Materials for Regional 9 HUB grant	ED Approval		$ 50,000	D.2	5/10/2023 Pending		$ 50,000	$ -
19	Simpler Consulting	Internal strategy and process improvement consulting	ED Approval		$ 50,000	D.2	5/10/2023 Pending		$ 50,000	$ -
20	Staples Business Advantage	Office supplies for Admin office and 4 Family Resource Centers	ED Approval		$ 30,000	D.2	5/10/2023 Pending		$ 30,000	$ 16,918
21	LENA *	LENA Start, Home, and Grow for early language and interactive talk programs	21-18	5/12/2021	$ 120,767	D.2	5/10/2023 Pending	$4,554	$ 125,321	$ -

* Vendor approval to Commission (21-18) omitted sales tax for goods. Additional funding is needed to close out agreement.

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 24

AGENDA ITEM: 23-15
DATE OF MEETING: May 10, 2023
ACTION: ☒
INFORMATION: ☐

RECEIVE AND FILE FISCAL YEAR 2021/2022 ANNUAL REPORT OF THE CALIFORNIA CHILDREN AND FAMILIES COMMISSION AND CONDUCT A PUBLIC HEARING

SUMMARY OF REQUEST

Receive and file the California Children and Families Commission (First 5 California) 2021/2022 Annual Report and conduct a public hearing pursuant to the California Children and Families Act, as required by California Health and Safety Code Section 130140(H).

BACKGROUND

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

May 10, 2023: A copy of the report is provided to Commissioners as part of the meeting packet. The report also features highlights of local county commissions. Riverside County highlights are included on page 33.

April 10, 2023: Fiscal Year 2021/2022 state commission annual report was posted to the First 5 Riverside County local website **https://rccfc.org/About-Us/Impact** for public view.

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

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

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

RECOMMENDED ACTION

That the Commission:

1. Conduct a public hearing in compliance with California Health and Safety Code Section 130140 (H); and

2. Receive and file the report (no Commission approval or adoption is required).

ATTACHMENT

1. California Children and Families Commission (First 5 California) Annual Report for Fiscal Year 2021/2022.

FIRST 5 CALIFORNIA

2021-22 Annual Report



FIRST 5 CALIFORNIA®

Our Mission

Convene, partner in, support, and help lead the movement to create and implement a comprehensive, integrated, and coordinated system for California's children prenatal through 5 and their families. Promote, support, and optimize early childhood development.

TABLE OF CONTENTS

First 5 California Commission Members 2

Message from First 5 California 3

Ensuring California's Children Receive the Best Start in Life and Thrive 4
Proposition 10 and the Legacy of First 5 California 4
Building Public Will and Investment 4
Accountability: Funding and Audit Results 5
Legislative and Budget Engagement 6
COVID-19 Emergency Supplies Program 9

First 5 County Commission Result Areas 10
Four Result Areas 10
Improved Family Functioning 11
Improved Child Development 11
Improved Child Health 12
Improved Systems of Care 13
Populations Served 14

Priority Area: Child Health 14
Kit for New Parents 14
Smoking and Vaping Cessation 14
Home Visiting 16

Priority Area: Child Development 18
IMPACT 2020 18
Quality Counts California 20
Small Population County Funding Augmentation 21
Dual Language Learner Pilot 21
Funded Research: California Emergency Child Care Bridge Program 23

Priority Area: Family Functioning 24
Parent Website 24
Social Media 24
Media Campaign 24

First 5 County Commission Highlights 25
Appendix A: County Commission Revenues and Expenditures 40
A1: Revenues by Source, FY 2020–21 41
A2: Number of Services and Expenditures by Result Area and Service Type, FY 2020–21 42
Appendix B: Result Area and Service Type Definitions 43
Appendix C: Demographics of Populations Served, FY 2020–21 45

References 44

FIRST 5 CALIFORNIA COMMISSION MEMBERS

Giannina Perez, Chair
Appointed by the Governor

Shana Hazan, Vice Chair
Appointed by the Senate Rules Committee

Mayra Alvarez
Appointed by the Governor

Elsa Mendoza Jimenez
Appointed by the Governor

Jackie Majors
Appointed by the Speaker of the Assembly

Lori Risso
Appointed by the Senate Rules committee

EX-OFFICIO MEMBER:

Mark Ghaly
Secretary of the California Health and Human Services Agency

Marko Mijic, Designee
Undersecretary of the California Health and Human Services Agency

MEMBERS WHOSE TERMS ENDED IN FISCAL YEAR 2021-22:

Dr. Nadine Burke Harris, Chair (Member until May 2022)
Appointed by the Governor

Monica Fitzgerald (Member until December 2021)
Appointed by the Senate Rules Committee

Kris Perry (Member until May 2022)

MEMBER WHOSE TERM ENDED IN FISCAL YEAR 2022-23:

Molly Munger (Member until October 2022)
Appointed by the Speaker of the Assembly



Message from First 5 California

As we continue to move through the challenges of the past few years, we're deeply inspired by the progress made to create meaningful impact in the lives of our state's youngest children and their families. This progress came to fruition through the hard work of California's communities, children and their families, as well as the unwavering commitment and support of the Governor, the Legislature, local First 5 county commissions, and partners.

In addition to support from key stakeholders, strong collaboration, especially between state agencies is an essential aspect of our work. Working with agency partners we have deepened our resolve and commitment to implementing our 2019-24 Strategic Plan and are reinvigorated by the clarity of the newly adopted North Star Statement and Audacious Goal. This clarity and cross agency collaborations will help us create the conditions for more trauma-informed, healing-centered, and culturally responsive systems to support the needs of our diverse children, families, and communities.

First 5 California's 2021-22 Annual Report highlights some of these collaborations and our accomplishments at both the state and local levels to help us continue to lay foundational investments that help children thrive.

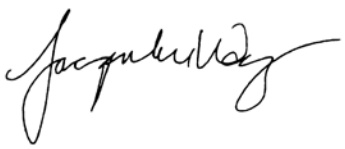
New investments include:

- $3 million to support refugee families with young children ages 0 to 5 resettling in counties across the state
- $4.5 million to support the F5CA's Strategic Plan, North Star, and Children's Policy Agenda in the areas of advocacy and policymaker education capacity, strategic partnerships and coalitions, policy development, and public policy research and education
- $18 million to launch an early literacy program to provide ongoing support for book distribution and literacy programs for California's youngest children, their families and communities

In addition to new investments approved in FY 2021-22, several investments approved in FY 2020-21 continued to be implemented this year:

- IMPACT 2020 continued expanding innovative approaches to quality improvement and professional development systems for early learning and care providers. Funding supported access to Quality Counts California services and supports for a record 9,139 sites across the state
- F5CA's Dual Language Learner Pilot (DLL), a historic $20 million investment to identify effective, scalable, and sustainable DLL practices in diverse early learning and care settings, sunset at the end of this fiscal year. The pilot uplifted bright spots and exemplary strategies to support DLLs and their families
- Two efforts to promote effective home visiting expansion and coordination continued with the conclusion of the Home Visiting Workforce Study and subsequent findings and policy recommendations, as well as continued county coordination and technical assistance to 50 counties to achieve coordination goals
- Two additional rounds of emergency supplies distribution across the state to children and families who have been negatively and financially impacted by COVID-19, including adult face masks, disposable gloves, disinfectant cleaner, diapers, and baby wipes
- F5CA kicked off its new media campaign. Building on the success of *Talk. Read. Sing.*®, our public education campaign will be focused on Adverse Childhood Experiences and ways to mitigate its impact on early childhood development

Finally, it is with deep pride and appreciation that we honor the work of former Chair Nadine Burke Harris M.D., outgoing First 5 California Executive Director Camille Maben, and long-time Commissioner Molly Munger, all phenomenal leaders who dedicated their entire careers to improving the lives of others. Their unrelenting fight for children over the last several decades continues to lay the foundation for our future. It is in this spirit that First 5 California will continue to ensure that the voices of our youngest children are top of mind and that we hold space to address systemic inequity with a deepened commitment to Race, Equity, Diversity and Inclusion in all that we do.



JACKIE THU-HUONG WONG
EXECUTIVE DIRECTOR, FIRST 5 CALIFORNIA



GIANNINA PEREZ
CHAIR, CALIFORNIA CHILDREN AND FAMILIES COMMISSION



Ensuring California Children Receive the Best Start in Life

PROPOSITION 10 AND THE LEGACY OF FIRST 5 CALIFORNIA

In 1998, California voters passed Proposition 10—the California Children and Families Act (the Act)—and declared the importance of investing in a better future for California's youngest children. For over two decades, the California Children and Families Commission (First 5 California) has invested in the development of programs, services, and systems emphasizing improvement in early care and education, child health and development, family resiliency, research, and community awareness.

BUILDING PUBLIC WILL AND INVESTMENT

First 5 California's Children's State Policy Agenda guides the agency's efforts to advocate for the strong start all children deserve, with an emphasis on optimizing early childhood development and reducing childhood poverty for children prenatal through age 5 and their families. The Policy Agenda reflects First 5 California's commitment in its Strategic Plan to participate and lead in the area of civic engagement, and the recognition of the Commission's responsibility to the people of California to ensure the wise and effective use of public funds.

In its 2019–2024 Strategic Plan, First 5 California continues its commitment to engage and lead in building public will and investment to support the optimal wellbeing and development of children prenatal through age 5, and their families and communities. The Strategic Plan also recognizes First 5 California must engage in partnerships with First 5 county commissions, stakeholders, and other allies from local to federal levels in order to be successful in institutionalizing efforts that advance child-centered policies and increase these crucial investments.

First 5 California serves as a leader and partner in state policy conversations, collaborating with First 5 county commissions, state agencies, stakeholders, and other advocates to convene, align, support, and strengthen statewide advocacy efforts to realize shared goals. First 5 California continued to expand its policy and advocacy engagement in fiscal year 2021–22, guided by its Policy Agenda. The Policy Agenda is focused on the following four areas the Commission identified as its top state policy priorities, including targeted goals within each priority area to achieve a seamless statewide system of integrated and comprehensive programs for children and families:

Resilient Families and Communities

- Support multi-generational economic security and inter-generational wealth building policies including paid family leave, tax credits and incentives, fee and fine elimination, universal basic income, children's savings accounts, banking and lending access, and home ownership pathways
- Support effective parent education and engagement, including parent engagement on child brain development, early literacy, and safe, stable, nurturing relationships and environments
- Expand access to family strengthening supports including voluntary home visiting programs, doula services, breastfeeding resources, and a fair work week
- Support sustainability of Family Resource Centers and other comprehensive community hubs for integrated services for children and families

- Ensure digital equity for all families across family serving systems

Child Health

- Expand children and families' access to health care, including mental and behavioral health, and support coordination across health systems to ensure affordable and comprehensive health insurance coverage and services for every child and mother, prenatal through age 5
- Support and promote universal health, developmental, behavioral, and adverse childhood experiences (ACEs) screenings, linkages to appropriate, evidence-based interventions and services, and seamless coordination across systems to improve outcomes for children and families

Early Learning

- Expand access to safe, quality early care and education programs for children ages 0 to 3
- Support implementation of safe, high-quality mixed-delivery preschool and care for all low-income three- and four-year-old children that meets families' diverse needs, and a safe, high-quality transition to kindergarten statewide
- Support a healthy, safe, and high-quality early learning workforce through professional compensation, stability, diversity, health and safety policies and supports, and robust professional development systems
- Promote statewide access to and participation in quality improvement systems that serve provider and parent needs
- Define, measure, and achieve school readiness for all California children



Revenue

- Promote inclusion of funding that provides targeted universal access to key child- and family-serving programs
- Promote inclusion of funding for children prenatal to age 5 and their families in existing and new revenue policy proposals and new tax funding structures
- Promote regulation of tobacco-related products, including electronic cigarettes, and sustainability of licensing and enforcement programs

ACCOUNTABILITY: FUNDING AND AUDIT RESULTS

Under the California Children and Families Act, the California Department of Tax and Fee Administration collects an excise tax levied on all tobacco products and deposits the revenue into the California Children and Families Trust Fund, allocating 20 percent to First 5 California and 80 percent to county commissions. In FY 2021–22, First 5 California received $77.3 million, and county commissions received $306.2 million. This amount includes Proposition 10, Proposition 56 Backfill, and interest earned on the California Children and Families Trust Fund. The amount of funding allocated annually to each county commission is based on the annual number of births in the county relative to the total number of births in the state. Each county must prepare an independent annual audit subject to guidelines prepared by the State Controller's Office. The counties invest their dollars in locally designed programs, as well as in First 5 California's statewide programs as match funding. First 5 county commissions use their funds to support local programs in four result areas:

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

First 5 California's Program Management Division and Administrative Services, Evaluation, Executive Communications, External and Governmental Affairs, Fiscal Services, Contracts and Procurement, and Information Technology offices provide staff support for the following functions, operations, and systems:

- Fiscal management of the California Children and Families Trust Fund
- Tax revenue disbursements to county commissions
- Audits and annual fiscal reports
- Local agreement and program disbursement management

- Public education and outreach
- Evaluation of First 5 California programs
- Procurement and contract management
- Workforce recruitment and development
- Information technology
- Business services
- Legislative advocacy efforts

The administration of these and other programs is consistent with all applicable State and Federal laws, rules, and regulations. The State Controller's Office conducts an annual review of the 58 county commissions' independent audits. In November 2022, the Controller published its review of the counties' audits for FY 2020–21, summarizing several findings contained in the local audits, but did not deem any of them significant enough to withhold funding. Audits can be viewed on First 5 California's website at https://www.ccfc. ca.gov/about/budget.html.

LEGISLATIVE AND BUDGET ENGAGEMENT

As First 5 California embarked in advocating for trauma-informed, healing-centered, and culturally responsive systems that promote the safe, stable, nurturing relationships and environments necessary to eliminate inequities and ensure health development for all children, it provided an opportunity to solidify and establish new partnerships in First 5 California's public policy engagement around the following four policy categories:

- Resilient families and communities
- Child health
- Early learning
- Revenues

The 2022 administrative, budget, and legislative season provided historic investments to support the needs of children and families centered on economic stability and health access necessary to combat the continued effects of the COVID-19 pandemic. Through a robust advocacy campaign and strong partnerships, significant state funding support was included in the 2022 State Budget Act focused on whole child, whole family initiatives aimed at addressing rising inflation costs impacting disadvantaged communities. Successes included the expansion of the Young Child Tax Credit and the extension of both the Foster Youth Tax Credit and California Earned Income Tax Credit. Additionally, there were investments to child and youth behavioral health support and prenatal/postpartum programs supporting the use of doulas and community health workers. Other investments impacted the early learning mixed-delivery system and included:

- Phased-in implementation of new preschool and transitional kindergarten classes
- One-year waiver of family fees for child care and state preschool programs
- Establishment of Baby Bonds through the Hope for Children Act

On the legislative front, First 5 California co-sponsored and partnered with over 450 organizations on SB 951 authored by California State Senator Durazo, to increase wage replacement rates for paid family leave (PFL) and state disability program (SDI) to 90% for lower wage earners by January 1, 2025. On September 30, 2022, Governor Gavin Newsom signed SB 951 into law, a significant achievement that will resonate throughout California's lower-income families.

First 5 California was active in federal advocacy efforts in addition to State advocacy efforts by supporting the authorization of extending the Maternal, Infant, and Early Childhood Home Visiting (MIECHV) via the Continuing Resolution, and avoiding a funding lapse.

Lastly, First 5 California engaged with California's Congressional leaders to educate them on the State's pressing need to stabilize funding supports for whole child, whole family, whole community efforts in child care; early learning workforce and infrastructure; behavioral health funding; and maternal and child health.



Vision: California's children receive the best possible start in life and thrive.

2022 CHILDREN'S POLICY AGENDA

First 5 California will advocate for the trauma-informed, healing-centered, and culturally responsive systems that promote the safe, stable, nurturing relationships and environments necessary to eliminate inequities and ensure healthy development for all children.

RESILIENT FAMILIES AND COMMUNITIES	
Support multi-generational economic security and inter-generational wealth building policies including paid family leave, tax credits and incentives, fee and fine elimination, universal basic income, children's' savings accounts, banking and lending access, and home ownership pathways.	***Progress made:*** • Expand the existing Young Child Tax Credit and Foster Youth Tax Credit (2022–23 Budget). • Support establishment of CalKIDS Program to open college savings accounts for all California newborns and provides extra funding for lowincome first graders and provide information through F5CA communication systems (2022–23 Budget). • Enactment of SB 951 by Senator Durazo to support increase wage replacement rates for PFL and SDI to 90% of lower wage workers by January 1, 2025. • Enactment of AB 2300 by Assemblymember Kalra to add PFL benefits to those benefits included as disability-based unearned income for the California Work Opportunity and Responsibility to Kids (CalWORKs) program and exempts a recipient receiving PFL from CalWORKs aid time limits.
Support effective parent education and engagement, including parent engagement on child brain development, early literacy, and safe, stable, nurturing relationships and environments.	***Progress made:*** • Provide $10 million to the Department of Public Health and First 5 California to provides books for low-income children, to be encumbered or expended until June 30, 2025 (2022–23 Budget).
Expand access to family strengthening supports including voluntary home visiting programs, doula services, breastfeeding resources, and a fair work week.	***Progress made:*** • Provide funding support for doula services in Medi-Cal, $25 million annually to expand the California's Home Visiting Program, and $960.6 million in Women, Infants, and Children (WIC) Program support nutrition services and food assistance for pregnant women and mothers of young children up to their 5th birthday (2022–23 Budget). • Coordinate with Department of Public Health and U.S. Department of Agriculture on strategies to lift and cross-promote F5CA parent resources and WIC resources/services.
Support sustainability of Family Resource Centers and other comprehensive community hubs for integrated services for children and families.	***Progress made:*** • Reappropriate funds for Family Resource Centers (2022–23 Budget).
Ensure digital equity for all families across family serving systems.	***Progress made:*** • Provide $550 million to support the middle mile broadband network (2022–23 Budget).
CHILD HEALTH	
Expand children and families' access to health care, including mental and behavioral health, and support coordination across health systems to ensure affordable and comprehensive health insurance coverage and services for every child and mother, prenatal through age 5.	***Progress made:*** • Provide authority for continuous Medi-Cal coverage for children up to age 5 (2022–23 Budget). • Participate as a key stakeholder of the Child Youth Behavioral Health Initiative Advisory Council and facilitator of the Equity Framework Committee as part of the Child Youth Behavioral Health Initiative.
Support and promote universal health, developmental, behavioral, and ACEs screenings, linkages to appropriate, evidence-based interventions and services, and seamless coordination across systems to improve outcomes for children and families.	***Progress made:*** • Reappropriate $25 million to support an ACEs and Trauma-Informed Training for Educators. Also included was $35 million to expand the Emergency Child Care Bridge (2022–23 Budget). • Collaborate with California Vaccine All 58 Campaign to promote awareness and credible information to parents and caregivers of young children.

EARLY LEARNING	
Expand access to safe, quality early care and education programs for children ages 0 to 3.	***Progress made:*** • Provide funding for new child care slots and facility renovation and repair funding (2022–23 Budget). • Provide one-year waiver for family fees for childcare and state preschool, and hold harmless policies (2022–23 Budget). • Provide federal funds to implement child care stipends (2022–23 Budget).
Support implementation of safe, high-quality mixed-delivery preschool and care for all low-income three- and four-year old children that meets families' diverse needs, and provides a safe, high-quality transitional kindergarten statewide.	***Progress made:*** • Provide first year of a 3-year process for Universal Preschool Planning Grants (2022–23 Budget). • Expand eligibility for transitional kindergarten and reduce student-to-adult ratios; and funding for Pre-Kindergarten Planning and Implementation Grants and programs (2022–23 Budget). • Require California Department of Education to convene statewide interest holder workgroup to provide recommendation on best practices for increasing access to high-quality universal preschool programs for 3- and 4-year-old children offered through a mixed delivery model. The workgroup, which includes First 5 California, is to be convened in consultation with Director of the Department of Social Services (DSS) and Executive Director of State Board of Education (2022-23 Budget).
Support a healthy, safe, and high-quality early learning workforce through professional compensation, stability, diversity, health and safety policies and supports, and robust professional development systems.	***Progress made:*** • Provide child care workforce health and retirement benefits (2022–23 Budget). • Provide professional development as part of the Pre-Kindergarten Planning and Implementation Grant Program (2022–23 Budget).
Promote statewide access to and participation in quality improvement systems that serve provider and parent needs.	***Progress made:*** • Require the California Department of Education (CDE) to convene and recommend preschool standards (2022–23 Budget).
Define, measure, and achieve school readiness for all California children.	***Progress made:*** • Provide early literacy funding under the Dolly Parton Imagination Library, the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), and additional funding to assist educators in reading supports and literacy instruction (2022–23 Budget).
REVENUE	
Promote inclusion of funding that provides targeted universal access to key child- and family-serving programs.	***Progress made:*** • Enactment of AB 2832 by Assemblymember R. Rivas will establish the End Racial and Economic Inequities in Childcare in California Initiative, which requires the Department of Social Services (DSS) and Department of Education (CDE) to develop the Whole Child Equity Framework and Whole Child Community Equity Screening Tool.
Promote inclusion of funding for children prenatal to age 5 and their families in existing and new revenue policy proposals and new tax funding structures.	***Progress made:*** • Provide tax refunds based on an income threshold sliding scale to support families experiencing effects on rising inflation (2022–23 Budget).
Promote regulation of tobacco-related products, including electronic cigarettes, and sustainability of licensing and enforcement programs.	***Progress made:*** • Support policies that educate families, educators, and providers of the impacts of tobacco products and drug substances.

COVID-19 EMERGENCY SUPPLIES PROGRAM

In April 2020, the First 5 California Commission took action to address the pandemic and approved $4 million to provide emergency support to local communities around the state grappling with COVID-19. The Commission subsequently approved an additional $1 million during May 2020. This effort supplemented other supply acquisition efforts around the state and was coordinated to maximize the various funding sources to support the purchase of emergency supplies and not duplicate efforts. The goal was to identify and support priority populations, including child care providers serving children of essential workers and identified high needs families in local First 5 communities.

To that end, First 5 California began the development of a contract with SupplyBank.org, a 501(3) (c) non-profit organization and systems change agency operating similar to a food bank, but for basic needs. In partnership with SupplyBank.org and the First 5 Association, First 5 California conducted several assessments to further quantify the needs of child care providers remaining open for the children of essential personnel and the broader community.

In February 2021, the Commission approved a new $2 million investment in order to continue supporting the local mitigation efforts to address COVID-19. The Commission asked local First 5 county commissions to prioritize the distribution of resources to the most vulnerable communities based on data from the Healthy Places Index (HPI).

Through December 2021, SupplyBank.org worked directly with each First 5 county commission to execute county-specific distribution, storage, and delivery plans that included distribution to several local partner agencies.

Local partner types included:

- Family Resource Centers
- Women, Infants, and Children Program
- Homeless and domestic violence shelters
- Local First 5-run centers
- Child care providers
- Other nonprofit and agency partners

Through the efforts of this program, SupplyBank.org and local partners were able to leverage additional emergency supplies through donations and other support to maximize on the original investment from First 5 California. SupplyBank.org and the First 5 Association gathered statewide data to illustrate the full scope of this distribution network. Through fiscal year 2021–22, First 5 California, via SupplyBank.org, distributed the following emergency supplies to every county throughout the state:

- 64,896 Bottles of Hard Surface Disinfectant (32 oz.)
- 5,563,200 Children's 3-Ply Masks
- 15,671,200 Disinfectant Wipes
- 6,639,000 Hand Gloves
- 4,614,794 Diapers
- 11,526,200 Baby Wipes
- 65,496 Bottles of Hand Sanitizer (32 oz.)
- 500,160 Adult 3-ply masks
- 395,640 N95 Masks
- 61,680 Isolation Gowns
- 21,00 Cloth Masks (FEMA)
- 1,000 KN95 Masks

Following the final distribution of resources, SupplyBank.org collected survey responses from 47 county commissions. Respondents categorized the distribution of resources by the number of families or childcare providers served in each zip code. To highlight the prioritization of communities living in zip codes with a lower HPI score, the data was broken into four quartiles based on their HPI score.

These survey results demonstrate the effort county commissions made to ensure that essential supplies were provided to the children, families, and childcare providers who needed them the most during the pandemic. The most disadvantaged families and childcare providers received the bulk of supplies: 65% of families and 69% of providers were in HPI quartiles 1 and 2.





First 5 County Commission Result Areas

FOUR RESULT AREAS

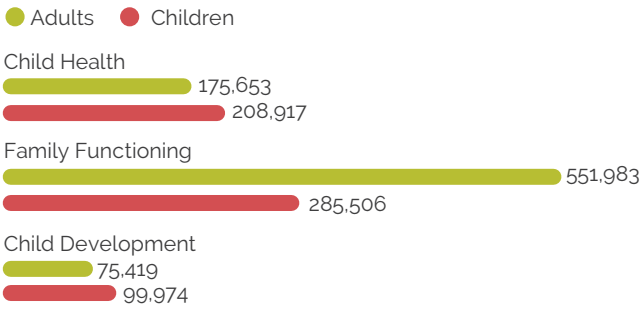
For annual reporting, First 5 California and First 5 county commissions track progress in four result areas to inform evidence-based funding decisions, program planning, and policies:

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

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

Exhibit 1 contains the total numbers of services provided to children ages birth to 5 and adults (including primary caregivers and providers) for Improved Family Functioning, Improved Child Development, and Improved Child Health. During FY 2021–22, First 5 county commissions provided a total of 594,397 child services and 803,055 adult services. The distribution of expenditures in these three result areas totals $277 million.

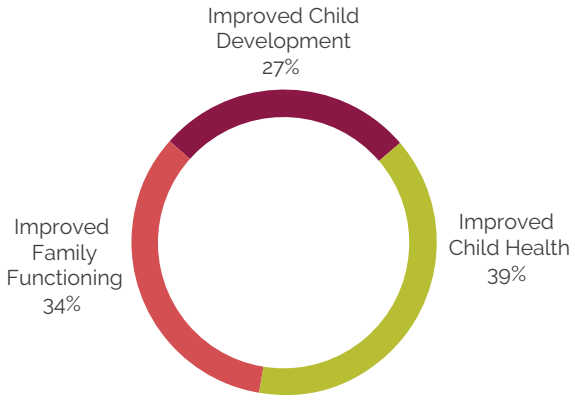
Exhibit 1: Total Number of Services Provided to Children Ages 0 to 5 and Adults* in FY 2021–22 Across Result Areas



*Totals for Adults include both Primary Caregiver and Provider counts

The result area, Improved Systems of Care, with expenditures of $93 million, differs from the others. It consists of programs and initiatives for system-wide structural supports for efforts within the other three result areas. The four result areas combined show total expenditures of $370 million.

Exhibit 2: Total Expenditures for Children Ages 0 to 5 and Adults* in FY 2021–22 by Result Area



*Adults include both Primary Caregivers and Providers
Source: County Revenue and Expenditure Summary, December 2022

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

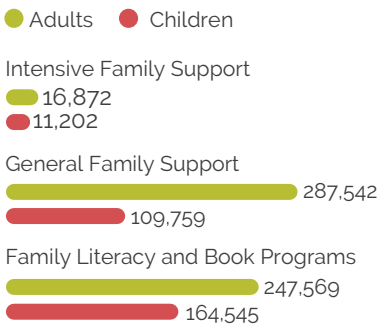
IMPROVED FAMILY FUNCTIONING

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

In FY 2021–22, First 5 county commissions provided a total of 285,506 services to improve family functioning for children ages birth to 5, with 164,545 child services in Family Literacy and Book Programs, 109,759 child services in General Family Support and 11,202 child services in Intensive Family Support.

First 5 county commissions provided a total of 551,983 services to adults (parents, guardians, primary caregivers, relatives, and providers), with 247,569 adult services in Family Literacy and Book Programs, 287,542 adult services in General Family Support and 16,872 adult services in Intensive Family Support. Exhibit 3 displays the numbers of services provided.

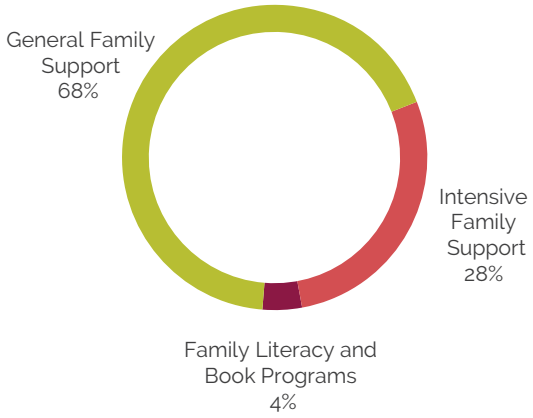
Exhibit 3: Family Functioning—Total Numbers of Services Provided to Children Ages 0 to 5 and Adults* in FY 2021–22 by Service



*Totals for Adults include both Primary Caregiver and Provider counts

First 5 county commissions expended $95 million to improve Family Functioning, with 4 percent of expenditures in Family Literacy and Book Programs, 68 percent of expenditures in General Family Support, and 28 percent of expenditures in Intensive Family Support. Exhibit 4 shows the distribution of expenditures by service category.

Exhibit 4: Family Functioning–Distribution of Expenditures for Children Ages 0 to 5 and Adults* in FY 2021–22 by Service



*Adults include both Primary Caregivers and Providers
Source: County Revenue and Expenditure Summary, December 2022

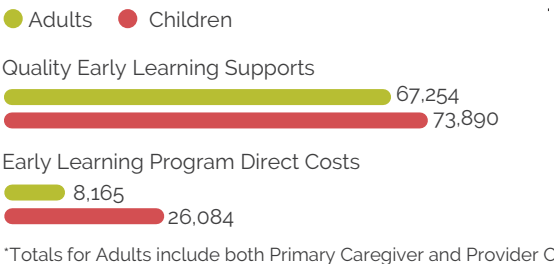
IMPROVED CHILD DEVELOPMENT

Child Development includes the categories Early Learning Program Direct Costs and Quality Early Learning Supports. Programs include professional development for educators, high-quality preschool, services for diverse populations, and school readiness.

In FY 2021–22, First 5 county commissions delivered 99,974 child development services to children ages birth to 5, with 26,084 child services in Early Learning Program Direct Costs and 73,890 child services in Quality Early Learning Supports.

First 5 county commissions provided 75,419 services to adults (parents, guardians, primary caregivers, relatives, and providers), with 8,165 adult services in Early Learning Program Direct Costs and 67,254 adult services in Quality Early Learning Supports. Exhibit 5 displays the numbers of services provided.

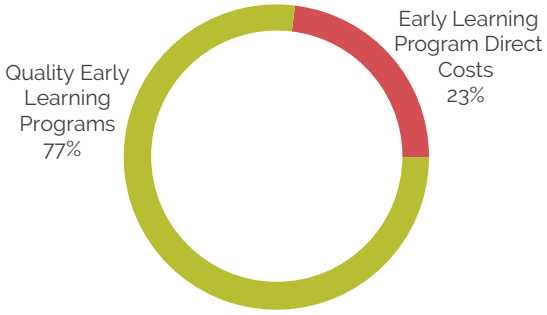
Exhibit 5: Child Development—Total Number of Services Provided to Children Ages 0 to 5 and Adults* in FY 2021–22 By Service



*Totals for Adults include both Primary Caregiver and Provider Counts

In FY 2021–22, county commissions expended $74 million to improve Child Development, with 23 percent of expenditures in Early Learning Program Direct Costs and 77 percent of expenditures in Quality Early Learning Supports.

Exhibit 6: Child Development—Distribution of Expenditures for Children Ages 0 to 5 and Adults* in FY 2021–22 by Service

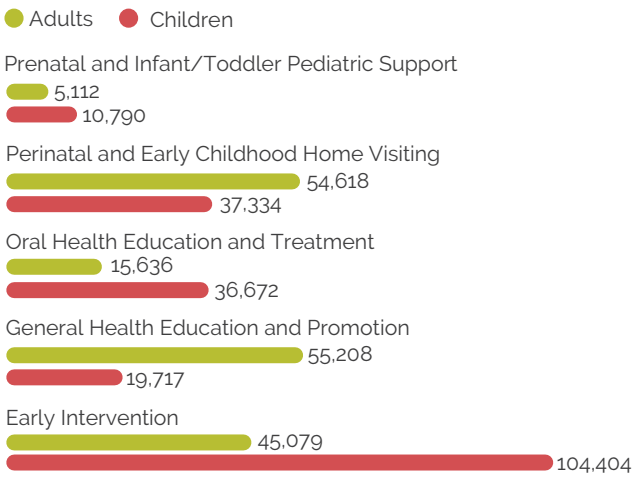


*Adults include both Primary Caregivers and Providers
Source: County Revenue and Expenditure Summary, December 2022

IMPROVED CHILD HEALTH

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

Exhibit 7: Child Health—Total Number of Services Provided to Children Ages 0 to 5 and Adults* in FY 2021–22 By Service

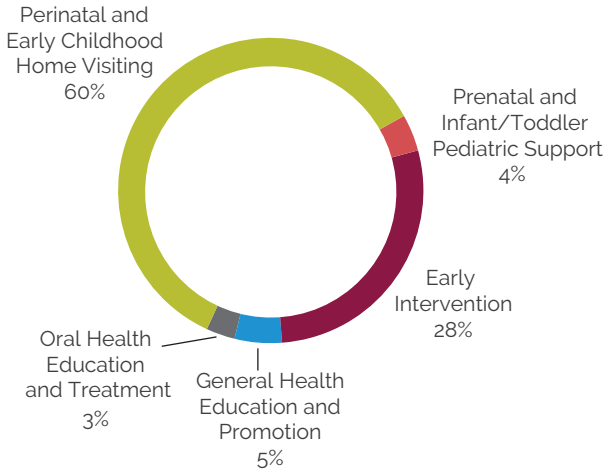


*Totals for Adults include both Primary Caregiver and Provider counts

In FY 2021–22, First 5 county commissions provided a total of 208,917 services to children ages birth to 5, with 104,404 child services in Early Intervention, 19,717 child services in General Health Education and Promotion, 36,672 child services in Oral Health Education and Treatment, 37,334 child services in Perinatal and Early Childhood Home Visiting, and 10,790 child services in Prenatal and Infant/Toddler Pediatric Support.

First 5 county commissions provided 175,653 services to adults (parents, guardians, primary caregivers, relatives, and providers), with 45,079 adult services in Early Intervention, 55,208 adult services in General Health Education and Promotion, 15,636 adult services in Oral Health Education and Treatment, 54,618 adult services in Perinatal and Early Childhood Home Visiting, and 5,112 adult services in Prenatal and Infant/Toddler Pediatric Support.

Exhibit 8: Child Health— Distribution of Expenditures for Children Ages 0 to 5 and Adults* in FY 2021–22 by Service



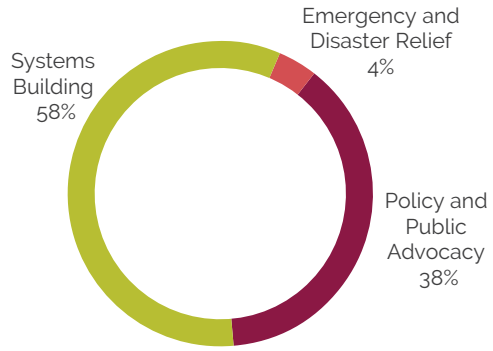
*Adults include both Primary Caregivers and Providers
Source: County Revenue and Expenditure Summary, December 2022

In FY 2021–22, county commissions expended $108 million to improve Child Health, with 28 percent of expenditures in Early Intervention, 5 percent of expenditures in General Health Education and Promotion, 3 percent of expenditures in Oral Health Education and Treatment, 60 percent of expenditures in Perinatal and Early Childhood Home Visiting, and 4 percent of expenditures in Prenatal and Infant/Toddler Pediatric Support.

IMPROVED SYSTEMS OF CARE

Systems of Care addresses system-wide structural supports as county commissions focus efforts within the result areas of Family Functioning, Child Development, and Child Health. For example, interagency collaboration allows coordinated wrap-around efforts from multiple organizations providing focused client services. Since this result is at a systems level, counties do not report numbers of children and adults served. Expenditure data indicate that for FY 2021–22, county commissions expended $93 million to improve Systems of Care, with 4 percent focused on Emergency and Disaster Relief, 37 percent on Policy and Public Advocacy, and 58 percent of expenditures toward Systems Building.

Exhibit 9: Systems of Care—Distribution of Expenditures in FY 2021–22 by Service



Source: County Revenue and Expenditure Summary, December 2022

POPULATIONS SERVED

County commissions served a diversity of populations by age, race/ethnicity, and language (Appendix C). Statewide, 575,816 children were served by county commission programs. The total of 783,186 adults served included primary caregivers such as parents and other family members (683,069) and service providers (100,117).

By age, 31 percent of children served were under 3 years old, 32 percent were ages 3 through 5 years old, and 37 percent were of unknown age.

By race/ethnicity, children served included Hispanic or Latino as the largest group (38 percent), followed by White (11 percent), Asian (6 percent), Black or African American (4 percent), Other (4 percent), Two or More Races (2 percent), Alaska Native or American Indian (less than 1 percent), Native Hawaiian or Pacific Islander (less than 1 percent) and unknown race/ethnicity (35 percent).

With respect to primary language of children served, the two largest groups served were speakers of English (40 percent) and Spanish (21 percent), followed by speakers of Asian languages (Vietnamese, Cantonese, Mandarin, Korean, 2 percent) and language unknown (35 percent).





Priority Area: Child Health

KIT FOR NEW PARENTS

The award-winning *Kit for New Parents* targets hard-to-reach and low-income families, providing key information and resources for first-time parents, grandparents, and caregivers. The *Kit* is a foundational resource to support parents with the most important job anyone can have: parenting.

Since 2001, over 5 million *Kits* have been distributed throughout California, with 83,000 distributed in Fiscal Year 2021–22 alone. First 5 California has distributed the *Kit* free-of-charge to local hospitals, physicians, and community groups to reach new parents. *Kits* are available in English, Spanish, Chinese, Korean, and Vietnamese.

The *Kit* includes a health handbook; a baby board book; a Women, Infants, and Parentage Opportunity Program flyer; a poison control brochure and magnet; and other important information on paid family leave, literacy, and early learning.

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

- Keeping children healthy and safe (includes COVID-19 safety information)
- Tracking developmental milestones
- Handling emotional and behavioral challenges
- Finding quality child care

Parents can also access the *Guide* online at:

- https://parentguide.first5california.com/en-US (English)
- https://parentguide.first5california.com/es-MX (Spanish)

First 5 county commissions are encouraged to add local references and resources to the *Kit* to help inform parents about services in their own communities.

Parents can order the *Kit* directly by visiting First 5 California's ordering portal at https://first5parentingkits.com.

SMOKING AND VAPING CESSATION

A major health risk to young children is exposure to tobacco, which often comes in the form of cigarette smoke and vape aerosol.[1] Prenatal smoking dramatically increases the risk of preterm birth, low birth weight, birth defects, and damage to a developing baby's brain and lungs. Young children exposed to secondhand smoke are more likely to have ear infections, breathing problems, and learning disabilities. Use of e-cigarettes is problematic since vaping while pregnant and being around secondhand vape aerosol after birth can expose a developing child to nicotine and other toxins. Despite smoking prevalence going down in the state overall (from 16.5% in 2003 to 6.2% in 2021), smoking in California remains more than twice as high among low-income families, widening health disparities and posing risks to the most vulnerable children.[2] To approach health equity, smoking and vaping cessation services must reach low-income populations with free, convenient, culturally appropriate, and effective intervention.

First 5 California has funded the California Smokers' Helpline since 2001 to help parents and caregivers of young children quit smoking and vaping, educate the public about the harms of tobacco use, and reduce the likelihood babies and young children will develop tobacco-related health problems. Recognizing the need for a more inclusive name that extends to vape users and non-tobacco using proxies, in the fall of 2021, the California Smokers' Helpline was rebranded to Kick It California. This name change more accurately reflects the fact that, although telephone-based smoking cessation remains the core service, the use of tobacco has evolved beyond smoking, and changes in the way people seek help now requires more expansive forms of intervention services.

Helpline Services

Kick It California provides one-on-one telephone counseling for smokers, vapers, and for non-tobacco using proxies (i.e., family members or friends calling on behalf of smokers or vape users). Services are available in English (1-800-300-8686) and Spanish (1-800-600-8191) and through the Asian Smokers' Quitline (https://www.asiansmokersquitline.org/) in Chinese (Cantonese & Mandarin) (1-800-838-8917), Korean (1-800-556-5564), and Vietnamese (1-800-778-8440). For those who might not be ready to work one-on-one with a counselor, Kick It California services also include live chat, mobile apps, online videos, and most recently, an automated text program targeted toward smokers who are pregnant or have a young child in the home. Kick It California also has an interactive and user-friendly website (www.kickitca.org) designed to appeal to tobacco users, those who want to help others quit, and tobacco control advocates interested in fact sheets, promotional items, and county-level data on enrollee demographics.

In FY 2021–22, 3,163 tobacco users who were either pregnant, or parents or caregivers of children ages birth to five enrolled in Kick It California. Of those, 802 vaped, although most were dual users of cigarettes and vapes; 277 were seeking help for vaping exclusively. Kick It California also provided coaching services to 141 non-tobacco-using proxies.

Kick It California enrollees are ethnically diverse (almost 70% identify as other than white) and primarily low income (i.e., over 80% are Medicaid recipients). Over 80% have not obtained a college degree, and nearly 60% report one or more of the following mental health conditions—anxiety, depression, bipolar, schizophrenia, or drug/alcohol addiction.

Exhibit 10: Ethnicity

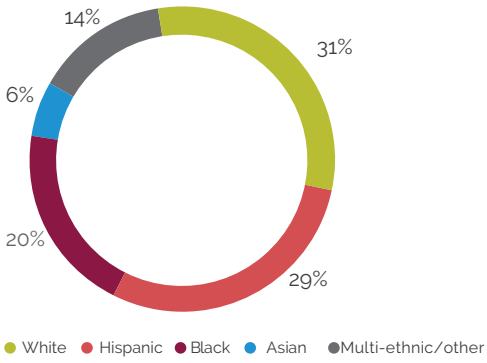


Exhibit 11: Insurance Coverage

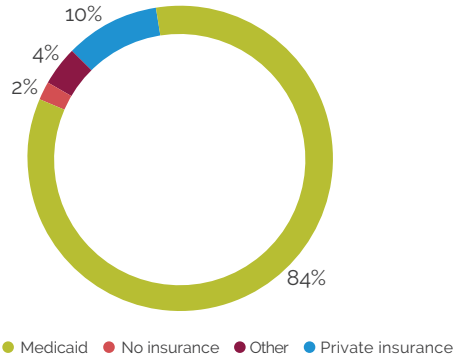


Exhibit 12: Education

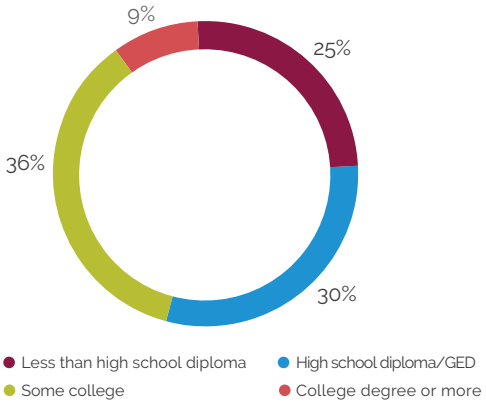
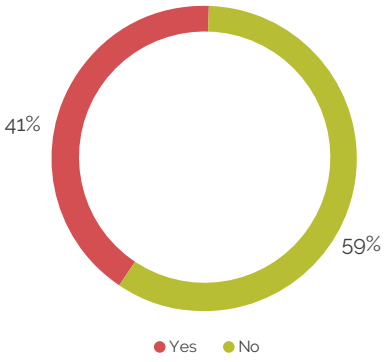


Exhibit 13: Mental Health Condition*



*At least one of the following: anxiety, depression, bipolar, schizophrenia, drug or alcohol addiction

Health Disparities

Smoking is increasingly concentrated among the socioeconomically disadvantaged[2] and is a primary cause of health disparities.[3] Quitting smoking is hard and struggling to meet basic needs makes it even more difficult. Kick It California has been an important safety net resource for tobacco users across socioeconomic status, race/ethnicity, and mental health status. In FY 2021–22, Kick It California partnered with 211 Information

and Referral call centers to proactively reach out to low-income tobacco users, rather than waiting for them to call in for service. Most tobacco users who call 211s are seeking help with meeting basic needs such as help paying utility bills and rent, not seeking help with quitting. In this partnership, 211 staff ask callers about tobacco use and exposure and proactively refer callers who are interested in cessation services. Kick It California staff then calls those who are referred and enrolls them in service. In FY 2021–22, over 1,100 people who were pregnant, or parents or caregivers of children 0 to 5 years old received service through this partnership. Helping them and thereby preventing their children from the damaging consequences of exposure to tobacco is critical in the fight for health equity.

HOME VISITING

Home visiting is a primary prevention strategy for inter-generational support for pregnant women and families with children in the first few years of life. During the past decade, the home visiting landscape in California has become more complex as federal, state, and local funding is invested in home visiting services. Many First 5 county commissions support and fund home visiting. The California Department of Public Health implemented the California Home Visiting Program following passage of the Patient Protection and Affordable Care Act of 2010 that established the federal Maternal, Infant and Early Childhood Home Visiting Program with funds for evidence-based home visiting in every state. Additionally, the California Legislature passed Assembly Bill 1811 (Chapter 35, Statutes of 2018), appropriating funding for implementation of the California Home Visiting Program under the CalWORKs program, effective January 1, 2019.

Research shows intervening as early as possible to mitigate the impacts of poverty has the greatest likelihood of improving child outcomes. Early childhood home visiting and out-of-home prenatal/pediatric supports have proven to help vulnerable children and families overcome barriers to health and well-being. Yet, in California, not all families who are eligible and interested have access to voluntary home visiting or prenatal/pediatric support services. Only 10 to 20 percent of at-risk families who would likely benefit from home visiting receive these services.

Recognizing effective home visiting expansion requires an infrastructure to recruit and retain a well-qualified workforce and coordination across home visiting programs. In 2019, the First 5 California Commission authorized two investments to promote effective home visiting expansion and coordination:

1. **Home Visiting Workforce Study.** Effectiveness of home visiting relies upon a well-qualified, culturally responsive workforce. In July 2019, the Commission authorized $2 million through January 2022 for a study to understand the demographics, training, retention, and well-being of the existing California home visiting workforce, map the workforce to the demographics of vulnerable families, and provide policy recommendations for workforce infrastructure and policy. In fiscal year (FY) 2020–21, Child Trends conducted interviews with over 80 home visiting staff and received survey responses from more than 900 home visitors representing 171 programs in 48 counties, and launched a home visiting supply and demand map to inform policymakers and stakeholders about service levels and gaps. Child Trends published their findings in March 2021, including analysis of how the COVID-19 pandemic impacted home visiting programs, staff, and service delivery, which were shared in F5CA's 2020–21 Annual Report.

   The Home Visiting Workforce Study continued during FY 2021–22 with additional interviews and data collection, and concluded in January 2022. Child Trends released findings and policy recommendations from the Study on January 19, 2022. Recommendations include, but are not limited to:

   - Increasing awareness of home visiting as a profession
   - Increasing home visitors' access to trainings on diversity, equity, and inclusion as well as supporting the mental health and well-being of the workforce
   - Adopting a core set of cross-model home visiting competencies for home visitors and supervisors
   - Promoting cross-service coordination for systems integration through shared training, integrating the home visiting workforce into the career lattice and workforce registry, and other opportunities

   First 5 California staff continue working with the First 5 Association of California, leaders from the California Department of Social Services and the California Department of Public Health, and other partners to move these recommendations forward.

2. **Home Visiting Coordination Funding**. Most California counties are implementing at least one home visiting program through First 5 county commission investments, Maternal Infant and Early

Childhood Home Visiting, or CalWORKS (Home Visiting Program) funding. Although most counties offer home visiting to families, counties report being at different stages of service coordination. For most, home visiting programs operate as separate and distinct programs even while sharing similar goals, principles, and desired outcomes. In October 2019, the Commission authorized $24 million through June 2025 to promote home visiting coordination at the local level. The funding was to be implemented in two stages:

- Stage one included approximately $9.5 million through June 2022 to support county coordination and technical assistance to 50 counties to achieve coordination goals. However, one of the effects of COVID-19 was an inability for some counties to convene local leaders and/or carry out planned home visiting coordination activities, disrupting most counties' ability to fully expend their contracts by June 2022. Most counties participating in the home visiting coordination funding opportunity chose to extend their contracts with F5CA for an additional year (through June 2023) to continue collaborating with home visiting and family support partners to coordinate intake and referral, data collection, and other activities, and embed home visiting into other child-and family-serving systems.
- Utilizing the remaining $14.5 million, stage two continues and expands on stage one work with a focus on regional coordination and will begin in July 2023 after an extended Request for Applications timeline to allow more time for regions to develop their applications. Stage two will be implemented between FYs 2023–24 and 2024–25.

In June 2022, contractors from James Bell Associates and Johns Hopkins University, who provided technical assistance to counties engaged in home visiting coordination efforts, released policy recommendations for moving toward a coordinated home visiting infrastructure in California. Culminating recommendations are a result of data collected from several surveys of county commissions and other local home visiting program implementers, notes from technical assistance sessions, interviews with policy leaders, and other data gathering opportunities.

The recommendations focus on specific ways California can improve interagency coordination at the state level to support local county implementation, reduce duplication of effort, and remove barriers to families across programs and systems. Recommendations include:

1. Creating a state-level interagency steering committee to advance coordination and home visiting within the early childhood system of care.
2. Defining home visiting and its role within the early childhood system of care and creating state-level vision and goals.
3. Developing infrastructure to support parent leadership.
4. Creating a state-level fiscal map for home visiting and identifying opportunities to leverage funding.
5. Developing common home visiting data collection and reporting requirements.
6. Creating state-level infrastructure to support data integration.
7. Developing a state-level communication strategy for home visiting and a central location for sharing publicly funded assessments and evaluations.
8. Publishing an annual state-level home visiting scan to inform future funding and policy recommendations.

The home visiting workforce study and coordination activities are being implemented in collaboration with leaders from the California Department of Social Services, California Department of Public Health, First 5 Los Angeles, and the First 5 Association of California.





Priority Area: Child Development

IMPACT 2020

First 5 California completed the third year of IMPACT (Improve and Maximize Programs so All Children Thrive) 2020, a $103 million investment to support local and regional Quality Improvement System infrastructure implemented statewide through Quality Counts California (QCC). This represented a continued commitment to the innovative First 5 IMPACT approach to quality improvement and professional development systems for early learning and care (ELC) providers. IMPACT 2020 is designed to address the needs of the whole child and builds upon the initial effort of First 5 IMPACT, which was launched in 2015 and sunset on June 30, 2020. The implementation of IMPACT 2020 takes place at a local consortium level, supported by the Regional Coordination and Training and Technical Assistance Hubs (T&TA Hubs). IMPACT 2020 is funded from July 1, 2020, through June 30, 2023. It was included in a joint request for application (RFA) titled the Quality Counts California Local Consortia and Partnership Grants. QCC is administered statewide in coordination with the California Department of Education (CDE) and the California Department of Social Services.

IMPACT 2020 works in cooperation with all other ELC quality improvement efforts and investments in California to support the implementation of the QCC Quality Continuum Framework. IMPACT 2020 is specifically designed to fund quality improvement expansion and support providers serving high-impact communities and populations not already receiving support. QCC participation focuses on expansion of access to high-quality ELC in private centers and family child care (FCC) homes; with family, friend, and neighbor caregivers; and in alternative settings such as home visiting programs and libraries. For fiscal year (FY) 2021–22, local consortia participating in IMPACT 2020 reported that of the 9,139 sites participating in QCC, over two-thirds (5,236) were supported in full or in part with IMPACT 2020 funding.

Regional Coordination and Training and Technical Assistance Hubs

Training and Technical Assistance (T&TA) Hubs continued to be a vital source of support for consortia. Funded through IMPACT 2020 dollars, Hubs streamlined the collection of data and management of expensive data systems, saving substantial administrative dollars. T&TA Hubs provided trainings, facilitated communication, shared best practices, and promoted consistency in supports available to coaches, trainers, and administrators. Regional T&TA Hub support was deemed particularly beneficial by small and rural consortia that would not have been able to access certain training or have the critical mass needed for Communities of Practice (CoP) and other professional learning opportunities.

In FY 2021–22, Hubs identified taking steps toward increased equity as a major area of success. Regions hosted numerous professional development opportunities focused on training on equity, anti-bias, and anti-racism, including an equity conference, an ongoing, statewide Equity CoP, and reported that equity was brought to the forefront in decision making.

Support During the COVID-19 Pandemic

Due to the effects of the COVID-19 pandemic, consortia and T&TA Hubs have continued to show flexibility and responsiveness to the needs of ELC settings and the children and families they serve. While the pandemic brought closures to sites and delayed classroom observations, ratings, and delivery of planned professional development services, QCC administrators were able to adjust to meet new priorities such as emerging health and safety needs, and COVID-19 prevention practices and resources. QCC partners have found innovative ways to strengthen family support and focus on child social-emotional needs, training, and resources on a variety of critical topics, including trauma-informed practice, adverse childhood experiences, implicit bias, equity, and strategies to best serve multi-lingual learners and communities. IMPACT 2020 lead agencies continued

to provide quality improvement supports such as professional development training, coaching, and check-ins with providers and programs using various platforms to provide dedicated virtual quality support.

Shared Services Alliance Networks

Funded through IMPACT 2020, the Shared Services Alliance Networks (SSA) pilot began in FY 2021–22 to support private, licensed ELC providers and tribal child care settings, with priority given to FCC homes and other small and underserved providers. These SSA Networks leverage regional partnerships to streamline local operations, such as billing, enrollment, fund management, and reporting, which will allow for increased service capacity within the Network. The seven implementing counties have begun recruitment and implementation of shared services and will operate under the First 5 California funding through June 30, 2024.

State-Level Support

WestEd and First 5 California continue working together to deliver technical assistance and foster partnerships between QCC state agency partners, regions, and local consortia. This work includes building relationships with institutions of higher education and developing common definitions and shared quality standards across many professional development types. Alignment of quality standards is also being improved through the upcoming roll-out of the Coach Certification program.

The Coach Certification program was one of the biggest infrastructure development projects of FY 2021–22. In partnership with CDE, and with support from the Preschool Development Grant-Renewal (PDG-R), First 5 California worked on cross agency coordinated contracts to deliver three primary areas of work related to coaching development and services: Professional Development, Coaching Services, and Coach Certification. WestEd staff oversees content development, coordinates advisor engagement, and serves as liaison with internal and external partners.

Professional development activities included:

- Develop and implement six webinars based on previous professional development sessions, including two additional requested sessions
- Develop content for online and in-person adult learning and coaching modules based on California Early Childhood Education (CA ECE) Competencies and CA Coaching Rubric
- Develop online coach certification/orientation module
- Plan, coordinate, and implement virtual professional development and in-person professional development opportunities statewide in coordination with support team
- Support the delivery of 3,000 hours of professional development online to coaches, coach supervisors and trainers, expanding to site directors as appropriate
- Develop and facilitate professional development activities, including learning communities for coaches and trainers

Coaching Services included:

- Inform development of and implement virtual coaching system for 1,000 ECE providers
- Facilitate training for virtual coaching team
- Recruit, train, and coordinate with coaches statewide
- Develop and implement virtual training system for ECE trainers
- Develop training for virtual training team
- Recruit, train, and coordinate with trainers statewide

Coach Certification System Development:

- Further refine and develop coach certification process for use by 300 coaches
- Train and support certification review team
- Develop and support virtual and on-site certification orientations statewide multiple times per year
- Develop and distribute certification communications materials



- Liaison with various coaching entities, coaches, and other ECE providers
- Develop and facilitate online and in-person professional development to coaches statewide as needed

F5CA continues to explore options for long-term sustainability and management as well as expansion of CA ECE Competencies for Adult Learning and Coaching Course.

QUALITY COUNTS CALIFORNIA

Quality Counts California (QCC) is a statewide system of locally implemented Quality Rating and Improvement Systems (QRIS) that provide resources and support to early learning and care (ELC) providers so they can create engaging and effective experiences that help children grow and thrive. QCC was funded by IMPACT 2020, and state and federal funding administered by the California Department of Education and the California Department of Social Services.

All ELC participant sites in QCC are reported in the statewide common data file, which is inclusive of all the state's QRIS funding streams. This data provides the state an efficient and coordinated method for receiving information about each county participating in QRIS. As of June 30, 2022, there were 9,139 participant QCC sites across the state, including 3,283 family child care homes, 4,181 centers, 1,098 family, friend, and neighbor providers, and 577 additional alternative settings. In total, 343,269 children ages 0 to 5 benefitted from the quality improvement support provided by QCC.

Growth in QCC participation increased by 8 percent statewide from last fiscal year. Through the QCC Annual Performance Report, Consortia reported that 94% of QCC participant sites remained open during the COVID-19 pandemic. Ninety-two percent of QCC consortia indicated participation and support in QCC was as a major factor in sites remaining open. This is especially encouraging considering as of January 2021, the California Department of Social Services reported 8,330 licensed sites, or 11% of licensed programs statewide, were closed due to COVID-19.



During FY 2021–22, QCC Consortia continued to respond to the changing ELC field and emerging priorities. While the needs are unique to different counties and their communities, QCC partners remain trusted messengers and further fostered responsive relationships with the field. Many counties reported success in the following:

- Strength-based, culturally responsive support
- Expanded access to high-quality training
- Provision of robust coaching supports
- Expanded outreach and participation of home-based settings
- Trauma-informed care, resiliency, and healing focused supports and resources
- Strengthened direct financial stipends and other incentives to ELC programs and providers
- Expanded support to multilingual and non-English monolingual learning programs and families
- New and expanded communities of practice
- Improved local governance structures

While many themes emerged from county QCC reports, several counties reported powerful, unique examples of meeting community needs. Some examples include:

- Orange County provided "Be Brave-Be Safe" training for all participating QCC programs and local homeless shelters serving families experiencing housing insecurity. Content was delivered to staff, parents, and children. Workshops focused on empowering children to develop their own safety plan and other child protection topics.
- First 5 San Joaquin expanded their local participation of family, friend, and neighbor providers from 60 to over 300. This outreach work was done by five community-based organizations focusing on the underserved Latinx, African American, and Southeast Asian communities.
- The Tribal Child Care Association of California reported developing a Tribal Workforce Pathways Program to help navigate and support higher education goals toward degrees, certifications, or professional development. For example, TCCAC developed culturally relevant professional development pathways including "The Journey Toward Healing." This pathway focuses on healing

and resiliency by addressing topics around trauma faced by children, families, providers, and communities. "The Journey Toward Healing" conversations, videos, and materials were created through a partnership with Brazelton Touchpoints Center.

Throughout FY 2021–22, the F5CA-funded QCC website was under review for updating content and layout to add additional resources and accuracy of information. These updates will expand content and resources for the parents and families and providers pages specifically. The website updates are anticipated to be implemented during FY 2022–23. For more information on QCC, visit the website at https://qualitycountsca.net/.

SMALL POPULATION COUNTY FUNDING AUGMENTATION

The Small Population County Funding Augmentation (SPCFA) grant was voted and created by the Commission consistently since the implementation of Proposition 10 in 1999. The Commission recognized shortly after implementation of the Act that the statutory proportional funding formula based on birth rate didn't provide adequate funds to operate effective First 5 programs for counties with low birth rates because the formula did not set a base funding level for all counties.

Through this grant, small population counties have received base funding to support county commission activities needed to fulfill the statutory requirements and for Proposition 10 to be a statewide effort that promotes, supports, and improves the early development of children ages 0 to 5.

The new 3.25-year grant funding term (April 1, 2021, through June 30, 2024) focuses on evaluation activities related to systems change efforts, their intended and actual impacts, as well as exploring the potential for pooled services for the purpose of improved efficiencies. This new grant saw an increase (from 20 to 21) in SPCFA counties, due to the increased number of counties with 1,000 or fewer annual births between FYs 2017–18 and 2018–19, which is the set eligibility criteria for the grant. During FY 2021–22, $4,592,796 was budgeted by small population counties (SPC) to administer their First 5 county commission and fund programs.

During FY 2020–21, SPCs completed the initial version of a systems change tool – Telling the Story of Systems Change. In FY 2021–22, a revised tool, the Systems Change Data Map, was developed to build on the First 5 Association's Race, Equity, Diversity, and Inclusion (REDI) focus. This Data Map Tool (DMT) has a more explicit focus on equity and the data SPCs use to help demonstrate



the reach and impacts of their systems change activities. Development of the DMT included SPC's participation in focus groups to gather feedback about key components of their systems change work. To help prepare SPCs in the completion of the tool, a webinar was held to train them on the use of the DMT, review examples of its completion, and answer questions prior to the October 2022 submission. The submission highlights SPC's specific systems change activities that foster cross-sector collaboration in an effort to improve outcomes for children and families.

First 5 California continued to partner with Child Trends to identify options for a pooled services pilot. To build on prior work, four states who have implemented pooled services were interviewed to gain an understanding of lessons learned, and focus groups were held with 20 of the 21 SPCs to explore their experiences, preferences, and priorities for pooled service options. The two identified priority areas by SPCs for pooled services were virtual trainings and shared marketing materials. The information gathered will be used to determine whether and how best to implement pooled services for SPCs.

DUAL LANGUAGE LEARNER PILOT

Research is clear that learning multiple languages is an asset, young children show natural tendency for learning multiple languages, and there are multiple benefits of being a dual language learner (DLL), including cognitive skills, academic outcomes, and long-term health and economic gains. Nearly 60% of children ages 0 to 5 years in California are DLLs whose home language is a language other than English.

In 2016, First 5 California was authorized a $20 million investment for the DLL Pilot by the State Commission. The DLL Pilot was implemented between 2017–2022 in 16 California counties. This investment coincided with the passage of Proposition 58 in 2016, which repealed English-only laws. The DLL Pilot study was designed to examine effective culturally and linguistically responsive strategies in instruction, professional development, and family engagement in early learning and care settings, and the conditions in which they are effective, sustainable, and scalable.

The DLL Pilot study was implemented in three phases: background, in-depth, and expansion. Each of the three phases built on one another to further the goal of California's DLLs to thrive, develop multilingual ability, be ready for kindergarten, and succeed in school and beyond.

In the background phase, 16 counties were identified to implement the DLL Pilot and the American Institutes for Research (AIR) was selected as the evaluation contractor. Initial findings in this phase revealed that overall beliefs about bilingualism and policies to support DLLs are in place, but there are still systemic challenges that limit implementation of high-quality instruction for DLLs.

In the in-depth phase, AIR collected data around the instructional, family engagement, and professional development strategies associated with positive child and family outcomes, and how they vary in the context of children's age group and setting type. AIR modified the study design due to the challenges presented by COVID-19 to collect additional data about experiences of families during this health emergency.

During the expansion phase (fall 2020–summer 2022), the DLL Pilot counties included an additional 28 counties with a regional approach, expanding the pilot activities to 44 of the 58 California counties. Counties offered over 90 professional development training sessions to nearly 2,400 providers. Over 80,000 books in multiple languages have been distributed to over 12,500 families. Expansion phase services and activities reached children and families whose home language is a language other than English, with a total of 27 different languages.

The pilot counties and their partners participated in monthly communities of practice (CoP) sessions. Through the CoPs, counties worked together around DLL best practices related to implementing, expanding, and sustaining their DLL expansion projects, made policy recommendations to better support DLLs, and highlighted resources that should be developed and translated to support high-quality practices. The CoPs were implemented in partnership with the Advancement Project of California, Early Edge California, California Department of Education—Opportunities for All Branch, and the American Institutes for Research (AIR). The CoPs were facilitated by the Glenn Price Group through a grant funded by the Emerging Bilingual Collaborative.

Study Findings

The DLL Pilot study evaluation was conducted by AIR. AIR published over twenty reports highlighting key issues, challenges, and recommendations for policy and practice, which provided a deeper understanding of multi-lingual language learners, their families, how early childhood education systems and local county systems support their needs.

Highlights of the findings include:

- Partnering with families is critical: When families' home language and culture are supported in school and at home, children show better outcomes.
- Multilingualism is an asset: Multilingualism improves cognitive abilities and changes brain architecture to promote short- and long-term success.
- Caregivers need to understand how to work with DLL populations, which requires a systematic approach.

Recommendations for Policy and Practice

To best support DLLs in early learning settings throughout California's mixed delivery system:

- Widely disseminate key messages about the benefits of bilingualism and the value of home language use to encourage families, programs, and communities to prioritize children's bilingual development.
- Include knowledge of language development and best practices for supporting DLLs from birth through age 5 in educator competencies.
- Enact policies to broaden the language diversity of the early learning and care workforce and encourage multilingual educators to use the home language in early learning classrooms.
- Expand access to and support early educators to participate in professional development focused on working with DLLs and their families.
- Provide early learning programs with books and materials in children's home languages to share with young DLLs and their families.
- Support the development and use of culturally and linguistically responsive tools and assessments to identify DLLs upon enrollment and monitor their learning and development in English as well as in the home language.

- Encourage two-way communication with families:
  - Gathering information about families' language, culture, and learning goals to inform instruction
  - Providing information and engagement opportunities that are culturally and linguistically responsive.

The DLL Pilot investment provided a better understanding of what it takes to offer culturally and linguistically responsive supports to multilingual children and their families and ensure their care providers are prepared to serve their needs. It also illuminates areas to focus on to continue First 5 California's commitment and scale up multilingual supports statewide.

FUNDED RESEARCH: CALIFORNIA EMERGENCY CHILD CARE BRIDGE PROGRAM

During 2022, the Child Care Resource Center released the *Strengthening California's Emergency Child Care Bridge Final Study Report*. First 5 California co-funded the evaluation with the Heising-Simons Foundation and First 5 San Bernardino. The purpose of the evaluation was to identify outcomes and guide continuous improvement for the recently implemented statewide emergency child care program for children in foster care.

The Emergency Child Care Bridge Program for Foster Children (Bridge Program) was enacted by the State Legislature in 2017 to provide kinship caregivers, or other caregivers, emergency child care. Overseen by the California Department of Social Services, the Bridge Program works to connect child welfare agencies and early learning and care systems in each county across the state. Foster parent caregivers can receive emergency child care vouchers with child care navigator support to help them find care appropriate for their family, while child care providers receive trauma-informed care training and coaching. The report identified statewide successes and challenges faced by families and staff during implementation of the Bridge Program. The following outcomes were identified:

- The Bridge Program decreased economic and emotional stress of caregivers
- 90% of providers stated trauma-informed care training and coaching helped them better support the foster children in their care
- Bridge administrators expressed the importance of collaboration, networking, and establishing a strong working relationship and consistent communication between partner agencies were necessary to the successful implementation of the Bridge Program across all counties

In order to continue the success of this program and ensure that California's most vulnerable children have access to quality child care, the study includes the following recommendations:

- Keep implementation process changes made in response to the pandemic to maintain accessibility and increase convenience for foster families and child care providers
- Extend the length of the Bridge voucher and allow children and families to continue accessing subsidies after reunification or adoption
- Increase program funding to allow for expanded eligibility and out-of-county placements
- Provide additional support in marketing, outreach, and advertising trauma-informed care training and coaching





Priority Area: Family Functioning

FIRST 5 CALIFORNIA PARENT WEBSITE: FIRST5CALIFORNIA.COM

First5California.com is the main resource for parent engagement on child health, education, literacy, child development, and smoking cessation. In recent years, the website has expanded to incorporate additional information on early brain development, including activities, downloadable resources, and links to organizations that support family functioning strategies. In 2021, First 5 California's Parent Site was updated with new content and resources centered around family engagement and toxic stress response in both English and Spanish. Content for the site was informed by educators and researchers in the field of child development. The site provides enhanced levels of functionality, enabling parents to create an account and personalize their visit by inputting their child's age, allowing them to access resources, tips, and activities specific to their interests. Parents and caregivers visiting First5California.com can browse by their child's age group—Newborn, Baby, Toddler, or Preschool—to check developmental benchmarks and instantly access a wide variety of parenting tips, articles, instructional videos, and developmentally appropriate activities geared specifically for that age group. The First 5 California Parent Site serves as a resource tool for families seeking up-to-date information, services, and programs.

SOCIAL MEDIA

The First 5 California Parent Site links to the organization's multiple social media channels, including Facebook, Instagram, Pinterest, and YouTube. Across most platforms, followers receive regular posts that highlight simple, actionable tips, and ideas related to early brain development, nutrition, family engagement, and healthy development. First 5 California's Facebook audience includes 213,000 followers. Instagram has 13,200 followers, Pinterest has 2,000 followers, and Twitter has 19,400 followers. During fiscal year 2021–22, engagement continued to increase as families were still spending time at home and logging onto social media to find activities to engage their children and to look for information about staying healthy and the latest on COVID-19. Throughout 2021 and 2022, First 5 California broadcast numerous Facebook bilingual book readings for families. Throughout 2021-22, First 5 California strengthened our partnership with the California Department of Public Health (CDPH) to share timely information about the importance and availability of family and child vaccinations through all our social media platforms.

MEDIA CAMPAIGN

In 2021, First 5 California engaged a new media firm to expand on the success of the *Talk. Read. Sing.* ® Campaign and support First 5 California's North Star and Audacious Goal. The new media campaigns will provide messaging that supports parents and caregivers in developing safe, stable, nurturing relationships and environments to buffer against toxic stress response and ensure young children can thrive.



First 5 County Highlights

Alameda

In FY 2021–22, First 5 Alameda County focused on building and enhancing a local early childhood system that supports community and family conditions for children's kindergarten readiness. First 5 Alameda conducted a strategic planning process that engaged staff, community partners, and parents/caregivers that reinforced its whole community, family, and child approach which reflects their Place-People-Policy framework to guide investments. This system-building approach requires leveraging public funding to scale programs and strategies seeded by Proposition 10 that have proven impactful—expanding the infrastructure required to support that scale. Some of First 5 Alameda's major accomplishments in FY 2021–22 include:

- Managed Care Partnership: Received $1.4 million grant from the Alameda Alliance for Health to support pediatric outreach and care coordination through Help Me Grow
- Readying for Local Early Childhood Education (ECE) Ballot Measures: As the named administrator for Alameda County's Measure C and the recommended implementation partner for Oakland's Measure AA, First 5 Alameda invested in the ECE system through a needs assessment, workforce development taskforce, and facilities needs assessment, and received $1 million from Alameda County Social Services to build a Centralized Eligibility List; Readied Agency infrastructure, staff, governance, and policies were prepared to administer
- Kindergarten Readiness Assessment: Conducted a participatory research process, surveying 3,000 people in Alameda County—parents/caregivers, ECE providers, and transitional kindergarten/kindergarten teachers to document the impacts of the pandemic on kindergarten readiness, and provide recommendations in the environments that influence readiness, such as communities, families, and schools
- Lifted system building efforts, blended funding of the ECE Apprenticeship and Diaper Evaluation, and were invited to present at statewide conferences
- Enhancement of the Parent Partnership efforts, including hosting a Fatherhood Summit, and planned investments in Black Maternal Child Health efforts

Alpine

First 5 Alpine County focuses most of its investments on child development programs and parent education.

- The Alpine Early Learning Center is the only licensed child care center serving Alpine families as young as 6 weeks old and continues to serve them until they enter kindergarten.
- The Catalyst Community Parent Education Project provides learner-centered workshops to parents, caregivers, and providers. A key accomplishment in FY 2021–22 involved coordination of a Kindergarten Round-up event to better prepare children, families, and the school system for the 2022–23 school year. Eight of the nine students (88 percent) anticipated to enter kindergarten were served by this event. This represents an increase over the previous year's early registration of 11 out of 15 (73 percent) students. The results of the event included:
  - » Improved service coordination and connection to care: Kindergarten Round-up was a coordinated effort to register families for kindergarten and connect them to services and supports. The Alpine Early Learning Center helped recruit and engage families as well as hosted the event; school district built new relationships with families, and educated families on options for transitional kindergarten and kindergarten; and First 5 Alpine conducted outreach to families outside of the Alpine Early Learning Center and provided supplies. During this event, partners conceptualized additional means to support families; while not fully implemented in FY 2021–22, new efforts planned include the development of an Early Childhood Literacy Group, where parents and caregivers will be engaged over multiple sessions to support children's literacy skills, and a Meet and Greet event designed to support transitional kindergarten and kindergarten families at the start of the school year.
  - » Facilitating use of data across early childhood systems: School readiness data gathered by the kindergarten teacher can be used to customize learning opportunities for incoming students. It can also be used by First 5 Alpine to better understand what services may be most useful in preparing children for kindergarten in the future.

Amador

First 5 Amador County continued to invest in areas that support parents as their children's first teacher. Staff and community partners transitioned back to in-person service delivery which was extremely well-received by families. More than 175 children have participated in the newly established Messy Morning program launched in the spring of 2022. This weekly event provides an opportunity for children and caregivers to participate in child-led outdoor messy play focused on science, engineering, art, and math (gardening, painting, and building). This has become one of First 5 Amador's most popular programs and serves 25 to 40 children per event. Adults in attendance include mothers, fathers, grandparents and other family, friends, and neighbor caregivers. Families report building relationships with others and are the best marketers of this program by wearing their T-shirts to the events, stores, schools, etc. Through this family engagement activity, staff has introduced the online assessment system, social/emotional services, and concrete support such as fuel, diapers, and food provided through leveraged funding. First 5 Amador maximized opportunities to engage families utilizing the on-site Indoor/Outdoor Learning Labs and on-site programs. First 5 Amador's universal home visiting (Welcome Baby) is now administered in-house and has provided a seamless cross-referral to First 5 Amador and partner family strengthening services. A significant increase in participation in the Imagination Library family literacy program has been realized during FY 2021–22. First 5 Amador attributes the high participation rates to staff's successful referrals and new partnerships for utilization of its facility with the Women, Infants, and Children Program and its county resource and referral agency. First 5 Amador continued to spearhead efforts such as the Perinatal Wellness Coalition and holds the Amador Child Abuse Prevention Council and Resilient Amador under its umbrella to support the whole child and family.

Butte

First 5 Butte County Children and Families Commission envisions that every child will have the opportunity for a resilient, thriving future through a nurturing, supportive network of families, caregivers, and their community. In FY 2021–22, First 5 Butte County continued to support priorities in all areas of its strategic plan. In order to support the expansion of the Help Me Grow Butte (HMGB) initiative, and strengthen its commitment as a system's leader, First 5 Butte County established a staff position to provide system

coordination and navigation services to families. This was remarkable because it marked the first time First 5 Butte County had staffed a direct-service position, sending a strong message to partners and the community about the commission's long-term commitment to ensuring that families with young children are able to access the services they request that supports their optimal development. Bringing the program internally enabled First 5 Butte County to deepen its relationships with county entities such as Child Welfare, Public Health, and Butte County Office of Education, and to leverage those relationships to conduct more effective outreach to community providers. Because it takes a village to raise a child, First 5 Butte County was proud to convene local home visiting providers and develop strategies to ensure that home visiting programs are successfully reaching the families who will benefit most from their support. Through their existing HMGB structure, and together with their partners, First 5 Butte County developed The Village, a coordinated system that provides a referral solution for all community providers. Families and referrers can submit an inquiry about home visiting, and a care coordinator will assist families in understanding program models and eligibility requirements, thereby empowering family choice when selecting a home visiting program.

Calaveras

In FY 2021–22, First 5 Calaveras County invested in prevention activities, early literacy promotion, and parent education. Grantees were able to start providing services in-person after a long period of pandemic-related remote services. Local First 5 funds were braided with disbursements from First 5 California, California Department of Education, and the local Mental Health Services Act and Prevention that provided a variety of services to families, caregivers, and teachers.

Parent support, and education and family literacy programs included an intensive home visiting program, virtual-based parent education offerings, and a variety of community-level Talk. Read. Sing.® approaches, including programs in remote mountainous areas of the county. The Court Appointed Special Advocate program was strengthened with local First 5 resources. Where intensive services were provided, parents reported positive learning outcomes and strong engagement in the learning process. The early learning and care system in Calaveras County was supported through Strong Start Calaveras, which motivates sites and teachers to meet quality improvement goals (through a stipend program) and provided a wide variety of coaching and mentoring to local providers.

The First 5 California Dual Language Learner Pilot program provided resources and training to cohorts of early childhood educators in Murphys and Valley Springs. Early learning and care professionals continue to participate in the program, demonstrating engagement during a difficult year as schools continued to deal with COVID-19 protocols and family frustrations.

Child Health was supported through preschool-based nutrition and safety programs, which were welcomed back for on-site activities. Teachers reported that children were fully engaged in the activities and that the lessons were incorporated into on-going curriculum. Collaborative planning and strategizing continue to be critical components in building a comprehensive service approach for young children.

Colusa

In FY 2021–22, First 5 Colusa County focused on supporting children, families, and providers as the communities rebounded from the effects of the COVID-19 pandemic. Working with local and state partners, First 5 Colusa was able to leverage over $225,000 in funding to provide additional support services to families in areas of parental resilience, social connections, and concrete supports in times of need.

First 5 Colusa's Family Resource Centers (FRCs) expanded essential services to families experiencing financial and emotional hardships as a result of the pandemic. Additional funding was secured to expand the Health Navigator project, address food insecurities, and coordinate systems of care. The FRCs distributed more than 498,895 pounds of food to families experiencing food insecurities. In coordination with county partners, frequency of food distributions was increased, and the development of on-site food banks were established. In addition, the FRCs secured vital resources to families such as personal hygiene products, diapers, COVID-19 test kits, and personal protective equipment.

In FY 2021–22, First 5 Colusa also focused on the expansion of its Help Me Grow (HMG) program and focused on the recruitment and enrollment of family child care (FCC) providers into the HMG screening network. With a large population of children ages 0 to 5 in FCC homes, providers were essential in ensuring access to developmental screeners. Forty-five percent of FCC providers participated in First 5 Colusa's HMG screening network. First 5 Colusa continues to work with its partners to create a systematic approach that focuses on ensuring children birth through age 5 and their families thrive. Investing in Colusa County's youngest citizens today yields long lasting results for future generations.

Contra Costa

First 5 Contra Costa County continued the whole child, whole family approach by ensuring services and systems are integrated, equitable, inclusive, and trauma-informed.

- Resource Connections: In FY 2021–22, First 5 Contra Costa served 3,687 families through services/programs including over 500 classes through the First 5 Centers. As families continued to face challenges, First 5 Contra Costa distributed 208,144 diapers; 2,340 baby wipes; 2,160 COVID-19 test kits, sanitizers, and children's masks.
- Building Capacity: Our Ready Kids East County initiative continues to gain momentum with parent cafes events that leverage partner resources to rally around Black/African American families to build school readiness and knowledge of community services. Through our Adverse Childhood Experiences Aware (ACEs) grant, First 5 Contra Costa took a holistic view of addressing ACEs structured and trauma-informed systems of care. Training, coaching, and technical assistance opportunities were provided to combine effective ACE screenings (2,474 ACE screenings for children), close loop referrals, and wellness activities.
- Stakeholder Engagement: To support quality-learning environments, First 5 Contra Costa served 1,817 providers through training and coaching. Also highlighted was the culmination of a 17-year partnership with community colleges—since 2005, First 5 Contra Costa has reached over 10,000 students with college advising, stipends, cohorts and study groups, leadership development, and quality improvement.
- Policy Advocacy: After 14 months of community engagement and advocacy by the Central County Regional Group and partners, the Concord City Council passed an anti-harassment policy protecting renters, keeping children in their homes. In East County, the Regional Group released the Antioch CHANGE report summarizing the experiences of more than 1,000 Antioch residents with recommendations for housing stability. In partnership with the Early Learning Leadership Group, a collaboration of county leaders, First 5 Contra Costa secured $6 million in ongoing funding for teacher stipends, child care slots, and disability services through Measure X, a sales tax initiative in Contra Costa County.

Del Norte

During FY 2021–22, First 5 Del Norte County expanded its reach of Dolly Parton's Imagination Library throughout the year with registration forms handed out to every preschool class, kindergarten class, child care provider, community baby shower participant, partner program participant in programs such as Toddler Time and Happy Toes, and a new parent kit registration in the county. Enrollment continues to increase, and feedback from families has been positive.

In FY 2021–22, First 5 Del Norte continued providing and developing culturally appropriate content of the parent-support texting program Ready4K. Working with ParentPowered, First 5 Del Norte is adapting their existing texting program, Ready4K, to provide connections to local programs and resources, encourage community connections, and boost mental health and protective factors messaging. The goals of the project are to increase parent capacity to support a child's social-emotional development and school readiness; increase parental resilience, self-care, and access to mental health services; and connect parents to their community and community resources.

In FY 2021–22, First 5 Del Norte focused heavily on parental and child resiliency through these trying times. They also continued leading the way in Del Norte County for early literacy efforts through their 3READ23 And Beyond collaboration. First 5 Del Norte re-engaged its families by re-interviewing them using the Human Centered Designed Empathy Interviews. First 5 Del Norte took the pulse of where the community is and what kind of supports are needed to continue early literacy efforts. Many of the support needs have been or are being rolled into the home visiting collaborative work in Del Norte County. First 5 Del Norte has been working hard to bring a universal referral system to Del Norte County and has been engaging community partners as stakeholders.

El Dorado

First 5 El Dorado County is the collective impact lead in a systems-change effort to increase access to services and supports for children, families, and individuals in their community referred to as Community Hubs. Hubs were established to connect families and individuals with services, offer preventive screenings, and walk with them toward resiliency. When COVID-19 persisted in FY 2021–22, Hub leadership noted an increased demand for basic needs support, including food, housing, health insurance, bills, and behavioral health interventions. In response, Hubs were reimagined with a focus on navigating families to existing services that met their needs. When the Caldor Wildfire erupted in August 2021, Hub staff were deployed for crisis response and engaged in a multi-agency effort to evaluate and support the health and wellness needs of El Dorado County residents. This flexibility demonstrated the effectiveness of the model to evolve and meet community needs.

During FY 2021–22, a total of 1,968 individuals were provided with Community Hub services. Key elements of the model include:

- Local libraries serving as community resource centers with bilingual navigators to walk with families
- Navigators connecting families and individuals with supports and services that addressed their unique situations both in the libraries and the community
- Community advisories with local voices identifying service gaps and barriers, learning why they exist, and developing equity-based approaches
- Integrating continuous quality improvement strategies such as Plan-Do-Study-Act cycles, improvement coaching, and staff rounding

First 5 El Dorado reaffirmed its commitment to the Hub model within its FY 2021–23 Amended Strategic Plan.

Fresno

First 5 Fresno County partners with its community to create a seamless system of quality, accessible services that support the well-being of every child and family. The following are two examples of partnerships with community-based organizations (CBOs):

- Building Black Program: African American-led CBOs are trusted sources of vital medical, behavioral, and social supports and interventions for African American families within Fresno County, yet unrestricted net assets of Black-led organizations are 76 percent smaller than their white-led counterparts. It was clear to First 5 Fresno County that there stood a need for funders to support organizational capacity-building opportunities that promote the sustained excellence of CBO leaders through racial healing and connections, while positioning these organizations for future investments. First 5 Fresno County partnered with United Way of Fresno and Madera Counties to launch the Building Black Program with topics, including executive coaching, grant reporting, organizational advancement, and resiliency. This investment aligns with First 5 Fresno County's larger commitment to the prevention of infant mortality in the African American community.
- Thriving Families Support Network: In the fall of 2018, First 5 Fresno County engaged more than 600 parents/caregivers and community members to learn about the most pressing challenges facing families in Fresno County. Through First 5 Fresno County's Thriving Families funding opportunity, CBOs proposed program models addressing these key challenges, uniquely tailored to the communities they serve. FY 2021–22 marked the second year of partnership with 8 organizations providing a range of direct services across the county. Examples include parenting skill building with incarcerated/out-of-custody young parents; support groups with parents of deaf and hard of hearing children; family literacy activities focused on recent arrivals and refugees; and child socialization groups in rural Fresno County.

Glenn

First 5 Glenn County's highlights of the FY 2021–22 program year include 12 families directly served through First 5 Glenn's programming specified in the FY 2019–22 Strategic Plan. Following is a snapshot of the experience of the 12 families who participated in Nurturing Parenting classes. (Due to the small number of families for which these data are available, these results should not be generalized to a larger population):

- Increases in protective factor domains. All families for which pre- and post-data were available demonstrated growth in at least one protective factor domain after services; nine families demonstrated growth in the Family Functioning and Resilience domain; eight in the Social Supports domain; and six in the Nurturing and Attachment domain.
- Experienced inconsistent results in the maintenance or increase of family habits that support child development. While some families reported maintaining or increasing the frequency with which they engage in activities that support child development, such as reading, counting, or playing with their child(ren), other families reported decreases in these same metrics.
- Reported high rates of satisfaction with the program. One-hundred percent of respondents to a survey offered at the end of the program, indicated they were satisfied with the services offered through the Nurturing Parenting classes.

Families, child care providers, and schools were provided with resources through supply distribution activities. First 5 Glenn staff distributed approximately 25,000 individual baby, educational, cleaning, hygiene, and personal protective equipment supplies in FY 2021–22 to children, families, daycare center staff, and schools.

Humboldt

First 5 Humboldt County continues to focus on work that is responsive to community-identified needs and incorporates community-driven practices. These partnerships aim to build upon the strengths and assets that already exist within the organizations and agencies that serve children and families in the county, and to "de-silo" efforts by bringing diverse partners together in new and innovative ways. The Road to Resilience (RtR) Program is a partnership between First 5 Humboldt and United Indian Health Services (UIHS) that provides intensive services and support to pregnant and newly parenting people who are impacted by Substance Use Disorder. RtR supports Perinatal Healthcare Navigators at UIHS that work closely with families to help them access physical and mental health care, parenting support, and other services during this critical time for child development and family bonding. This allows for services that meet families where they are and centers service plans directly around a family's communicated needs. Families are also supported in connecting/reconnecting with traditional birthing and parenting practices. For example, in 2022, First 5 Humboldt worked with a local weaver to make baby rattles for program participants using materials that are significant to local Tribal communities. First 5 Humboldt also supported UIHS staff to complete an Indigenous Breastfeeding training. An Indigenous doula training is also planned. In addition, First 5 Humboldt approved grants in the spring of 2022 for two playgroups which infuse Indigenous languages (Hupa and Yurok) and cultural practices specific to two of First 5 Humboldt's local Tribes. First 5 Humboldt also has expanded weekend and evening playgroups and playgroups offered in Spanish. First 5 Humboldt continues to look for ways to be supportive of local children and families in ways that honor and respect the needs, practices, and approaches valued by the First 5 Humboldt community.

Imperial

In FY 2021–22, several services designed to support the healthy development of children were realized through strong local partnerships and funding allocations. These services focused on strategies and activities that ranged from strengthening support for children in foster care to robust home visitation programs and child literacy services. One of the notable commitments of First 5 Imperial is the continual support for quality improvement in all early care and education (ECE) settings with the objective to positively impact the health and academic development of a child. Because of sustained investments, collaboration, and pooling of resources with the County Office of Education, institutions of higher education, Migrant Head Start, Social Services, and a significant number of child care sites throughout the county, meaningful gains and quality improvements have been realized. Some of these efforts include increasing scholarships/stipends offered for educational attainment, increased opportunities for professional development, direct one-on-one coaching with a strong emphasis on family child care, and establishing support for early childhood mental health. An assessment of the ECE workforce supports the impact that these investments have had locally. For example, over 46% of the workforce has at least an Associate of Arts degree, and 26% has a Bachelor of Arts degree or higher, with the greatest increase for family child care homes. Another 38% have obtained college-level units, with a potential identified for targeting center-based assistants to increase their education which would support promotion and retention. Furthermore, professional development for the ECE workforce has contributed to building capacity for working with special needs children (43%) and English Language Learner children (47%), in addition to meaningful increases in all ECE sites that use Classroom Assessment Scoring System®, the Desired Results Development Profile, and offer developmental screenings.

Inyo

First 5 Inyo County was a catalyst for positive change in FY 2021–22, serving families and agencies while on the recovery road from the COVID-19 pandemic. In Systems Building, First 5 Inyo County facilitated the Perinatal Taskforce, defining a vision and mission to ensure services are strategic, and implemented a maternal mental health survey to uplift the voices of birth parents and their experiences. In the Triple P Network, First 5 Inyo County instigated a countywide outcomes project to tell the story of the collective impact of participating agencies in reaching families with positive parenting support. This storytelling project illuminated the story that families served increased by 26% from the previous year. This story of more families accessing services held true across First 5 Inyo County Resilient Families programs like Triple P Positive Parenting, You & Me Home Visiting, and literacy programs Reach Out and Read, and Dolly Parton's Imagination Library. Families expressed gratitude to Triple P practitioners and home visitors for the support and connection as services resumed in-person. First 5 Inyo County also provided programs like Community Grants to help decrease the challenges of recovering from the pandemic, including assisting child care sites in hiring additional staff to keep class sizes small and purchasing additional learning supplies to increase outside play. Despite this and many other examples of support, many child care sites closed over the program year. Inyo County lost 115 child care slots representing 20% of licensed family child care homes and 23% of center-based care available. Through partnerships with the Inyo County Local Child Care Planning Council and the Quality Counts California Region 6 Hub, First 5 Inyo County is working to bring awareness to the child care crisis, including the need to pay child care providers a living wage and ensure all children have access to high-quality early learning opportunities.

Kern

During FY 2021–22, First 5 Kern County funded programs to put forth great effort in reaching families struggling through the public health crisis. First 5 Kern has found strength in creating strong partnerships and bringing agencies together to support serving children and families. Among its collaborative efforts, First 5 Kern embarked on a year-long planning grant from Adverse Childhood Experiences (ACEs) Aware, which brought together hundreds of local service providers. The grant culminated with an ACEs conference in spring 2022. The full-day event was held virtually and was an excellent opportunity to highlight a pilot project with Omni Family Health, a local Federally Qualified Health Center, on incorporating ACEs screenings in clinical settings. First 5 Kern, with its original initiative, Resilient Kern, has strengthened its position as a local leader in trauma-informed care practices and training with ACEs Aware Kern County.

In FY 2021–22, First 5 Kern also supported the culmination of an 18-month-long Kern County home visiting project. The diverse group of funded programs included Nurse Family Partnership, Black Infant Health, Family Resource Centers, and other community partners. The project collected data and hosted collaborative learning sessions on program models, the populations that are served, and geographical areas covered. First 5 Kern staff also participated in the establishment of the Black Infant and Maternal Health Initiative of Kern County. Known as BIMHI, the committee set a multi-year strategic plan for reducing health disparities in the local African American community, specifically pertaining to newborns, pregnant women, and childbirth. Additionally, recognizing a continuing need for families in the community for diapers, FY 2021–22 included the delivery of over 200,000 cases of diapers. An initial supply from First 5 California of 25 pallets, and another 9 pallets later in the year provided by First 5 Kern, were distributed throughout the Family Resource Center network, health and wellness programs, and child care centers.

Kings

The Kings County Children and Families Commission continued to support local initiatives related to quality early child care and education, parent education and support, children's health and systems integration and alignment. The local Family Resource Centers collectively served 522 children and 471 primary caregivers, ensuring that these families and children had access to a variety of services. Our local C.A.R.E.S. program provided professional development and training/technical assistance to the early care and education field through coaching and training to enhance the skills and knowledge of 185 providers. School readiness skills and training for professionals who work with children with special needs was the focus of another locally supported program, catering to 161 primary caregivers, 59 providers, and 327 children. The Referral Exchange System took on the challenge to create a county-wide referral system utilizing a new technology platform, onboarding providers from a variety of services including, but not limited to, health, social services, and early care and education.

First 5 Kings staff also engaged the funded programs with other community partnerships/initiatives, including Home Visiting Coordination, ACEs Aware, a regional collaboration for the Refugee Family Support, Managed Care Plans, Court Appointed Special Advocates, Child Support Services, City Recreation Department, and local activities related to formulation of our County's Comprehensive Prevention Plan in accordance with the Families First Prevention Services Act. Lastly, one of our funded partners, Kings County Office of Education was recognized as the organization that had the Greatest Contribution to Parent Support, at an annual county-wide Prevention Awards.

Lake

First 5 Lake collaborated within the county and across the region to support families and providers.

- Between September 2021 and February 2022, First 5 Lake was focused on recruiting and onboarding a new Executive Director, who joined First 5 Lake in January 2022. This time was used to organize for a seamless transition. The new Executive Director brought attention to the need for child care in the county and set a timeline for strategic planning, beginning with a community assessment in July 2023.
- First 5 Lake hosted a virtual meeting for First 5 commissions and agency staff from across California to learn more about the Families Together program and if it might be a good fit for their communities.
- The Smart Start Eligibility Wizard was discussed at the January 12, 2022, statewide First 5 Small Counties meeting, with several First 5 commissions reaching out to inquire about replicating it in their communities.
- First 5 Lake issued a survey to parents about their needs and interests in programming, collecting information on family habits that support school readiness and the time spent within the family unit to nurture child development. This information was gathered so that First 5 Lake programming and other community services could be designed to be responsive to the interests of parents with young children.
- The First 5 Association formed a Racial Equity, Diversity, and Inclusion Leadership Cohort, an opportunity for leaders from across the state to get together and develop the "next generation of equity-centered First 5 Leadership." The First 5 Lake Executive Director participated in this cohort.

In December 2022, the Board of Supervisors approved a proposal submitted by First 5 Lake to utilize American Rescue Plan Act funding as part of the county's Recovery and Revitalization Plan. The funds will support the development of a grants management, reporting, service coordination database, and additional home-visiting services. This will increase capacity to provide evidence-informed home-visiting to Lake County families with young children.

Lassen

During FY 2021–22, First 5 Lassen invested in the Pathways Home Visiting Program as its primary strategy for achieving its vision that "all Lassen County children will thrive in supportive, nurturing, and loving environments; enter school healthy and ready to learn; and become productive, well-adjusted members of society." As Lassen County continued to recover from the impacts of COVID-19, Pathways Home Visiting Program was able to resume in-person home visits. Virtual home visits were offered when families had concerns pertaining to COVID-19. While the impacts of COVID-19 were not as severe as the prior fiscal year, there continued to be some impact on staffing for Pathways Home Visiting Program and other county service providers. The supplies given to First 5 Lassen from First 5 California were shared among the child care providers who needed them.

The beginning of the fiscal year proved to have additional challenges on families due to the Dixie Fire. For the families that were displaced and unable to go to the emergency shelters, First 5 Lassen delivered up to 50 hot dinners in partnership with Mercy Chefs. In collaboration with the partners of Lassen Links, a resource guide was created to help families with additional needs that were caused by the Dixie Fire that did not fall under the emergency services. To further the collaboration among local providers, First 5 Lassen continued to work on Lassen Links, the Home Visiting Coordination Funding (HVC) project funded through the First 5 California HVC grant. This collaboration was able to create lassenlinks.org, begin the process of placing the Lassen County Resource Guide on the new website, continue working on a referral and referral follow-up system, and develop plans to onboard additional local partners to create a countywide referral network.

Los Angeles

In FY 2021–22, over half of First 5 Los Angeles' (First 5 LA) 102 contracts supported organizations that carried out systems of care work in Los Angeles County (LAC). Key accomplishments include the implementation of strategies to advance equity, empower communities, and improve systems through data use.

- Equity: First 5 LA grantees supported providers to implement strategies to advance equitable access to quality care by providing trainings and facilitating discussions. One grantee trained more than 400 home visiting providers on Navigating Race, Power, and Privilege to Advance Racial Equity in Family Care Systems. Given the disparities in maternal and infant mortality rates for Black population, the Cherished Futures for Black Moms & Babies program implemented systems-level strategies, including updated hypertension management protocols to improve the safety and experience of black moms/birthing people during childbirth.
- Community Power: First 5 LA is investing in Best Start Communities (BSC) to develop and clarify community change priorities, engage in capacity strengthening activities, and provide opportunities for community members to participate in networks by engaging in advocacy, policy, systems, and environmental change. In some BSCs, Participatory Budgeting has been used as a process for community members to decide together how to allocate and prioritize public funding based on community needs.
- Data Use for Improving Systems: Select areas of LAC implemented the Early Development Index (EDI) to assess children's readiness for kindergarten. In Pomona, EDI data has been incorporated into the citywide planning process to set policy and spending on youth programming. In addition, First 5 LA commissioned a survey to better understand the impact of COVID-19 on families with

young children. Early childhood development professionals saw the findings as a useful tool in modifying programs, developing more effective strategies, and bolstering systems of support for families in the wake of the pandemic.

Madera

During FY 2021–22, First 5 Madera County invested in programs and services aligned to the 2020–24 Strategic Plan. In partnership with the Tzu Chi Mobile Vision, the First 5 Special Project team offered vision screenings to preschool children in Madera County. The program begins with an initial vision screening conducted by school nurses or the Tzu Chi Mobile Vision team. Children identified with concerns are then referred for a comprehensive eye exam to the vision mobile, in partnership with a local volunteer optometrist. Vision screenings were completed on 225 children ages 3 to 5. After completing the eye exam, 38 children needed glasses. The uniqueness of the Mobil Vision is two-fold—once the eye exam is completed, children select their frames and receive eyeglasses on the spot, within an hour. This rewarding service reflects an investment of a little over $8,000. It is immeasurable seeing the smiles the project has brought to both the children's and parent's faces.

This year, the Commission had the opportunity to examine current operational and programmatic processes that safeguard the effective use of funds and resources. Staff embarked on a year-long review of these processes. This review resulted in revamping the grants management guidelines and the creation of a Funded Partner Handbook. Additionally, the Commission engaged in a strategic plan review that informed two procurements released this year. In conjunction with the work dedicated to the grants management policy and handbook, investments were made to support the implementation of two Triple P programs and a Raising a Reader project.

Marin

First 5 Marin County worked closely with the Marin Child Care Council to secure funds ($525,000) from the American Rescue Plan Act to invest in four child care initiatives. First 5 Marin will serve as the fiscal agent for these funds, and partners will operate/execute the programming. The initiatives include:

- Help Me Grow Developmental Supports and Safety-net Navigation (existing program, see above): Support additional Help Me Grow projects including development of data-sharing agreements; journey mapping of family experience interacting with child-serving systems, and a plan to address identified system barriers; development of Help Me Grow outreach plan; and development of Help Me Grow sustainability plan.
- Early Childhood Mental Health (existing program, see above): Continue to provide mental health supports to young children in child care settings. Serve additional children and/or child care sites. Provide parent education about early childhood mental health.
- Child Care Initiative Project (existing program): Recruit new family child care providers. Provide training and technical for family child care providers to increase capacity for child care in Marin County
- Teacher Investment Pilot (new program): Provide stipends and other resources for participating child care workers to encourage entry, promotion, and retention in the early childhood workforce.

These projects will be complemented by an investment (up to $500,000 across two years) from the Marin Community Foundation to support long-term child care planning for Marin County.

Mariposa

During FY 2021–22, First 5 Mariposa's most significant accomplishment was the School Readiness Program which serves two preschools (Catheys Valley and Lake Don Pedro) located in remote areas of Mariposa County. These two preschools provide an outstanding play-based program that prepares children for kindergarten. The facilities, curriculum, and activities are creative, educational, and focus on developmentally appropriate activities using Science, Engineering, Technology, and Math. This program is free of charge to children who live in Mariposa.

Another highly successful funded program was the instructional aide hired to work in the Mariposa Elementary School Transitional Kindergarten classroom. The instructional aide worked with the reading program/assessments, and she provided extra assistance to children who were having difficulty. Having the aide in the classroom also provided time for the teacher to work with children individually. The class had 25 transitional kindergarten students who ranged in ages from 4 to 5 years. Having an aide in the classroom made it possible for the students to work on enrichment projects.

Mendocino

In FY 2021–22, First 5 Mendocino County continued to build the professional skills of those who work with the county's youngest and most vulnerable children. This was done through the local county annual State of the Child Conference (hosted by First 5 Mendocino) and a variety of Positive Parenting Program and Community Resiliency Model® trainings, all targeted to decrease the negative effects of Adverse Childhood Experiences and to further build resiliency. January 2022 celebrated Mendocino County's annual Positive Parenting Awareness Month with a proclamation from the County Board of Supervisors. In the effort to align with First 5 Mendocino's new strategic plan and mission, the First 5 Mendocino logo and website was rebranded. The new mission to promote optimal health and development, narrow disparities, and improve the lives of children through education, support, and advocacy was further operationalized through the continuing efforts of the Home Visiting Consortium.

During FY 2021–22, a Family Support Home Visiting Environmental Scan was created and disseminated. The purpose of this scan was to provide a snapshot of the current conditions to examine the supports needed for improved coordination and collaboration. The Home Visiting Consortium continues to identify programmatic needs to further increase enrollment and build family resilience. First 5 Mendocino acts as the community pathway for the program and hosts the referral form used for program participation. Along with updating its strategic plan and mission, First 5 Mendocino adopted an equity statement to ensure that families, children, and communities are protected against racism, oppression, and inequality. It was identified that we must listen and learn from individuals in our community about how to better meet their needs and protect their rights. By doing this, First 5 Mendocino has increased Native American program participation from 5 to 23 percent. First 5 Mendocino is committed to quality improvement and conducting assessments to address needs in the community.

Merced

First 5 Merced implemented the second year of its 2020–25 strategic plan in FY 2021–22. The following are notable successes:

- Investing approximately $2,740,998 million to support services for 8,375 children, caregivers, other family members, and providers to enhance the five protective factors that promote optimal development and enhance the system for effective family support.
- Funding culturally responsive programming and reached diverse children and families—including over 1,200 English and 1,300 Spanish-speaking children and families.
- Adapting approaches as the COVID-19 pandemic contributed to delays in First 5 Merced County programming. First 5 Merced moved forward with supporting the implementation of direct services and offering capacity building efforts.
- Offering capacity building for the implementation of 2-1-1. This

investment aims to boost access to referrals to services that support the physical and mental health of children and their families. 2-1-1 is operating 24 hours a day, seven days a week with all phone calls between 8 a.m.–5 p.m. answered locally.
- Launching and implementing the Dolly Parton Imagination Library book distribution program. This initiative that is meant to increase children and families' access to books to support daily reading. A total of 15,698 books have been mailed out to 1,347 children from July 1, 2021 to June 30, 2022.
- Launching of the Merced County Office of Education Empower Parents, Help Me Grow, and the Local Aces Coalition. These initiatives support key First 5 Merced County outcomes including enhancing protective factors, reducing adverse childhood experiences, and increasing the number of children enrolled in high-quality early learning settings.
- Hosting The Week of the Young Child with the support of over 40 agencies. In total there were 486 adults, 367 zero- to five-year-old children, and 238 six- to eighteen-year-old children attending the celebration. Of attendees that completed a satisfaction survey 97 percent found the event valuable.

Modoc

In FY 2021–22, First 5 Modoc County continued to focus on collaborative, systems change efforts to bring 0 to 5 program awareness and recognition to the forefront. Efforts specifically focused on bridging system gaps and implementing collaborative systems of care to promote cross-sector sustainability. Collaborative partnerships were built with 6 funded programs serving 451 children and 355 primary caregivers. Efforts included the Tulelake/Newell Family Resource Center which promoted self-sufficiency through service coordination, case management, playgroups, benefits access, and parenting classes. Modoc Harvest Sprouts campaign provided local food education and nutrition to early learning and care settings through expanded classroom and community learning and developmental activities. Modoc County 4-H Cloverbuds offered an experiential program engaging children and families in agriculture and life-skills learning. Dollywood Imagination Library provided monthly age-appropriate books at no cost to families with over 1,450 books. Budding Tree Preschool provided high-quality early education to families not eligible for subsidized programs. Early Mental Health Services provided families with intensive family support through home-based psychotherapy and increased access to therapy for families experiencing crisis.

In addition, the First 5 Modoc Early Learning & Resource HUB helped programs and families connect to systems of support through community outreach and pop-up events at libraries, farmers markets, and health fairs. The HUB helped connect 347 children and 385 caregivers to cross-sector systems, services, and resources within the Modoc region and the state. Services included early education and care connection, health services connection, parenting education, essential needs, and home visiting coordination.

Additionally, First 5 Modoc acted as the county lead and provided direct coaching support to early learning sites and classrooms using the California Center on the Social Emotional Foundations in Early Learning Teaching Pyramid framework for regional professional development.

Mono

In FY 2021–22, First 5 Mono County's two largest investment areas, Home Visiting and the Childcare Quality System, continued to partner with providers and families as an integral component of a comprehensive support system for children ages 0 to 5 in Mono County.

The Home Visiting Program: Welcome Baby and Healthy Families, a Parents as Teachers Evidence-Based Program, deepened partnerships with other family supporting agencies through the Home Visiting Coordination project funded by First 5 California. Activities strengthened relationships resulting in a significant increase in referrals from Mammoth Hospital's Women's Clinic and Northern Inyo Hospital's Labor and Delivery Department. As a result, more families were provided a strong linkage between their healthcare service provider and First 5 Mono's Home Visiting Program.

The Childcare Quality System maintained partnerships and worked towards higher levels of quality with over 70 percent of child care sites in Mono and Alpine Counties and provided over $30,000 in stipends to 13 sites. First 5 Mono also continued investments in oral health, school readiness, and a safe kids coalition.

Monterey

Throughout FY 2021–22, First 5 Monterey County served 19,250 children, primary caregivers, and providers by directing time and resources to meet the needs of families while advocating for systems change to address long-term inequities. For many years, First 5 Monterey County has included indigenous languages of Mexico such as Triqui, Mixteco, and Zapotec on intake forms. In FY 2021–22, First 5 Monterey County served families from an even wider range of home language backgrounds through the Dual Language Learner project and through a partnership with Quality Matters. First 5 Monterey County continued to invest resources for emergency response and collaborated with Bright Beginnings, the health department, and others to distribute needed supplies (diapers, wipes, hand sanitizer, face masks, and COVID-19 tests) to families and providers. First 5 Monterey County also continued reflective practice groups for diverse providers/educators that began during the pandemic. These groups enhanced providers sense of connection, protected individuals from secondary traumatization, and promoted program quality. Additionally, First 5 Monterey County provided reflective practice facilitation as part of the Monterey Children's Council meetings to support reflective leadership skills and to build common understandings related to mental health information. First 5 Monterey County also participated in a Building Healthy Communities Monterey County equity cohort. First 5 Monterey County's cohort focused on developing First 5 Monterey County's 2023–2029 strategic priorities. First 5 Monterey County, local community organizations, and local parent advocates participated in this year-long cohort. Parent advocates also served on an action team dedicated to gathering more input from a wider group of Monterey County parents and community members. First 5 Monterey County was also able to expand funding to support the children and families in the county. In FY 2021–22, almost 40 percent of First 5 Monterey County's revenue came from sources other than Proposition 10 funds and included collaborations with local and statewide foundations, philanthropists, and county and state entities.

Napa

In FY 2021–22, First 5 Napa County served as the lead agency for the Home Visitation Coordination grant funded by First 5 California. The grant funding supported the planning phase for organizations working toward a more coordinated and integrated early learning and care system for young children and their families. Partner agencies included Cope Family Center, UpValley Family Centers, Community Resources for Children, ParentsCAN, Child Start, MomSquad, Ole Health, Napa County Public Health, and Partnership HealthPlan of California.

The Family Support and Home Visiting Collaborative reconvened and worked to develop a common mission and vision, developed a comprehensive action plan, and participated in data collection in support of the goals of the planning phase and to prepare the collaborative for future funding opportunities. The Family Support and Home Visiting Collaborative also participated in a professional learning series, Centering Relationships & Trust through Dialog. This three-part virtual dialog series introduced the art of dialog that created an opportunity to share lived

experiences while practicing the skills of cultivating curiosity, empathetic listening, and leading with inquiry.

Through an innovative framework called Liberatory Design, the group revisited values, created new goals, and began to build infrastructure that supports ongoing dialog with stakeholders and advocating for more equitable practices in early childhood leadership. The overall goal of the series was to develop an understanding of the group's different communication styles and complex identities. With a strong connection to anti-bias practices in early learning and care, the group spent time building trust and relationships and its commitment to planning long-term solutions for the challenges they collectively prioritize. The Family Support and Home Visiting Collaborative is prepared to collaborate on future funding opportunities, including anticipated additional investments from First 5 California and local Mental Health Services Act funding.

Nevada

FY 2021–22 was an exciting year for First 5 Nevada County with the launch of a new strategic plan, new contracts, and the implementation of the Persimmony database for client-level and program reporting. The First 5 Nevada County Commission selected two new programs to fund (in addition to several previously funded). With support from the First 5 Nevada County Commission, the KidZone Museum in Truckee continued its good work with families with young children through socialization events, developmentally appropriate activities, and providing valuable local resources to families. Through the Sierra Nevada Memorial Hospital Foundation, the Read Me a Story Program partners with local pediatricians and health clinics to provide books and information to families with young children during each well-child visit. Other contractors continued the good work for which they were funded during previous cycles. Partners in the Tahoe/Truckee area increased in-person services this year, resulting in great enthusiasm from parents and children who had experienced feelings of isolation during COVID-19. These in-person offerings included resuming field trips to the KidZone museum, getting families signed up for library cards, and resuming the Family Room activities that are so beloved by the children. There are some aspects of virtual service delivery that programs have decided to maintain. The parenting workshops in the western part of our county have proven to be successful in person and virtually, and programs enjoy offering take-home activity boxes that families can check out. These boxes promote positive parenting and creative thinking. Internally, commission staff have been actively involved in the Families First Prevention Services Act Comprehensive Prevention Planning effort. This has been a great opportunity to deepen county-wide collaborative efforts and focus on systems change efforts that will positively support Nevada County's highest-need families.

Orange

A focus area of First 5 Orange County's Strategic Plan is improving systems of care to help families get the most out of well-child visits, developmental screenings, and linkage to services.

- In FY 2021–22, First 5 Orange implemented HealthySteps at three federally qualified health centers, which integrates a child development specialist into the primary care team to promote healthy relationships, foster positive parenting, strengthen early social and emotional development, and ensure access to services that families need, with an emphasis on families in low-income communities. Currently serving nearly 4,000 children at these three federally qualified health centers, First 5 Orange is adding two more clinics serving an additional 3,000 kids in FY 2022–23.
- First 5 Orange also supported a team of Quality Improvement Advisors at Children's Health of Orange County (CHOC) Health Alliance to work with 130 practices to incorporate developmental screening with a validated tool into their workflow and to use the Orange County Children's Screening Registry. The Quality Improvement Advisors effort has resulted in a significant increase in the number of practices doing screening with validated tools, resulting in more children being screened. The percent of practices that were not screening saw a huge improvement, from nearly one out of two practices not using any validated tools to only one out of ten.
- To build a true system approach to developmental screening in Orange County, First 5 Orange worked with partners to form a cross-sector collaborative group that is championing developmental screening and interventions throughout Orange County. Detect & Connect Orange County is comprised of decision makers in organizations such as our managed care plan, Social Services Agency, Health Care Agency, CHOC Children's, American Academy of Pediatrics - Orange County, Help Me Grow, and others.
- In FY 2021–22, Detect & Connect Orange County launched a communications campaign to parents about well-child visits and developmental screens, with a focus on safety during the pandemic. The collaborative also developed messaging and distributed outreach tools to walk-in clinics and pediatric practices.

Placer

During FY 2021–22, in response to the harmful impact of COVID-19 on children, families, and community-based agencies, First 5 Placer launched two efforts to strengthen systems.

- First 5 Placer applied for and received funding through the California Family Resource Association to support seven local agencies that provide critical services to families and providers who were adversely impacted by COVID-19 and its restrictions. This grant recognized the critical role of Family Resource Centers to address the needs of vulnerable children and families across the state, especially those most impacted by the pandemic. The COVID-19 Family Resource Center Relief Funds addressed family needs and maintained continuity of services and operations during the COVID-19 crisis.
- COVID-19 hit local community-based organizations hard; fundraising efforts were stalled and staff turnover was common. Organizations expressed a need to rethink and refresh their practices. First 5 Placer partnered with the Placer Community Foundation to contract with the Impact Foundry to offer its Certified Sustainable Program to non-profits in Placer County. Critical support agencies, including those that serve families, victims of violence, children in the welfare system, and Native Americans, were provided access to two years of training and support to help strengthen their organizational capacity. As part of the process, key components of successful non-profits were examined. This included Revenue Structure, Operational Framework, Nonprofit Brand & Community Engagement, Cultural Responsiveness, and Change Management. Over the next year, organizations will develop sustainability plans and work toward their goals.

Plumas

First 5 Plumas County works closely with county agencies and community-based partners, leveraging local resources to increase the value of its investments. Primary investments of the commission include home visiting services, behavioral health for families with young children, and support for a county-wide network of family service providers. Highlights of accomplishments that occurred in FY 2021–22 include:

- A total of 64 families were provided with home visiting services. A

total of 428 home-visiting service encounters took place of which a total of 2,797 services were provided. The top services provided to families included parent support, listening and guidance, child development activities, and parent instruction and modeling.
- Seven families received mental health services which included children prenatal through age five, parents, and caregivers, as well as other family members. A total of 100 mental health service encounters took place involving services such as play therapy, therapeutic counseling for both children and adults, and parent support and guidance, as well as couples counseling. For families in which outcomes data was available, all families experienced decreased risk in the areas of safety and risks to self and others, as well as needs and disabilities.
- The Family Strengthening Coalition made progress on several of its priorities. The Family Strengthening Coalition hosted a county-wide summit to share information about programming, established a website to serve as a central hub for family and provider information, developed an online referral mechanism to support greater access to services, created social media messaging to address issues most important to families, and identified a number of funding opportunities to fill critical service gaps.

Last, but certainly not least, First 5 Plumas invested in the development of a new database that will offer it the ability to more comprehensively understand the impact of its services on families in the future.

Riverside

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 has historically invested in child care 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 the 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's engagement with Health Management Associates supports integration of HealthySteps in health plans and supports participating agencies plan for sustainability, thereby influencing 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 quality child care.

Sacramento

In FY 2021–22, First 5 Sacramento County funded a Racial Equity Snapshot to support a cross-systems approach to addressing and decreasing racial disparities in Sacramento County by synthesizing key findings from several community organizations working to increase racial equity. To improve these systems, it is imperative to review data on where disproportionate outcomes occur and to identify promising practices which appear to be dismantling barriers. This Snapshot aligned with the Sacramento County Board of Supervisors' goal of dismantling racism and their resolution that racism is a public health crisis; provided a template to highlight promising practices, common obstacles, and strategies to evaluate their progress towards racial equity; and empowered and further built the capacity of the County's child and family initiatives.

The Snapshot includes a "roadmap to racial equity" based on the summary of program accomplishments, future goals and plans, and lessons learned. The recommendations include:
- Community voice in program planning and development and decision-making processes
- Implement culturally responsive programming that is customized to specific client needs
- Monitor population-level data on race and ethnicity to guide current and future needs and to compare to agency/organization-specific outcome data
- Share data about what works in a way that is accessible to a wide range of stakeholders and community members
- Form multi-sector collaboratives with experts from different systems to create long-lasting systems change
- Utilize the knowledge and experience gleaned from other initiatives, including promising practices, common challenges, and lessons learned
- Establish relationships with policymakers and/or advocates to share organization-level outcomes and "scale up" successful pilots to systemic policy

These recommendations provided actionable insights, which, combined with targeted resources and a shared vision, begin to impact meaningful and long-lasting systems change.

San Benito

In FY 2021–22, First 5 San Benito County and the Family Impact Center continued to provide services and supports to children, families, and providers that addressed the ongoing effects of the coronavirus. For example, through a partnership with nearly 40 other agencies, families and child care providers received weekly deliveries of food and essential items, such as cleaning supplies, diapers, and formula. Families receiving these emergency supplies were also referred to case management or home visiting services if they needed additional support. According to pre-post surveys, families who chose to participate in the case management and home visiting programs demonstrated significant improvement in family functioning, knowledge of parenting and child development, positive parenting practices, feelings of social support, access to concrete supports, and the parent-child relationship. Children in the program also demonstrated improved resilience, as measured by their ability to stay calm and in control when faced with a challenge.

In addition to direct services, First 5 San Benito sponsored and facilitated a multisector collaborative of local leaders. The objectives of the collaborative included improving the capacity of local agencies to understand the impact of Adverse Childhood Experiences on families, and to provide culturally sensitive, trauma-informed care; address complex problems by breaking down silos and promoting communication, collaboration, and alignment within and across service sectors; and provide multiple entry points to the service system with warm handoffs and a collaborative treatment approach to address fragmentation.

The collaborative supported the implementation of the Apricot 360 database to enable a systemwide effective way to track and collect participation, outcome, and referral data. Staff members received training and ongoing support on how to use the system and were able to

effectively utilize the database to record their constituents' participation and progress.

San Bernardino

With the COVID-19 vaccine becoming readily available, families are steadily venturing into the community and seeking resource support. First 5 San Bernardino resumed in-person community events.

During FY 2021–22, the Community Engagement team participated in 39 events throughout the County of San Bernardino. The regular community events were set up with friendly play zones for children ages 0 to 5, providing school supplies, safety kits, Potter the Otter books, and other resources to over 16,000 families, and promoting healthy development and quality early learning.

The Family Community Support Partnership-Expansion, which includes six agencies under the intensive family support initiative to reduce child abuse rates in San Bernardino County implementing Nurturing Family Parenting curriculum in conjunction with structural case management of Family Development Matric, have formed a collaborative – Family and Community of Inland Empire. Over the past three years, the Family and Community of Inland Empire's goal of sustainability and scale worked collectively, applied for funding through outside sources, and received over $1.3 million to enhance Family Community Support Partnership-Expansion work of reducing child abuse in San Bernardino County.

San Diego

After a challenging year and a half of shut down and consequent shift to virtual or hybrid services because of the COVID-19 pandemic, many First 5 San Diego providers returned to offering in-person services during FY 2021–22. The evaluation of First 5 San Diego programs adapted during the height of COVID-19 to document and understand the challenges providers and families were facing in giving and receiving services virtually, while navigating unprecedented day-to-day life challenges.

During FY 2021–22, amidst ongoing COVID-19 challenges and record high inflation, First 5 San Diego providers also contended with stagnant funding levels, increased costs to serve the same children, and staffing and workforce retention issues across many funded providers.

During FY 2021–22, in an effort to reach the broadest segment of the San Diego County population, First 5 San Diego participated in three joint media campaigns with the County of San Diego Public Health Department. These campaigns included:

- *Talk. Read. Sing.*®, which promoted early childhood literacy and encouraged parents and caregivers to talk, read, sing, and be active with their children. This campaign achieved more than 77 million gross impressions.
- San Diego Swim Safer campaign, which promoted public education geared toward increasing knowledge of the dangers of unsafe swimming, drowning prevention methods, and where to access swimming lessons. The campaign achieved more than 31 million gross impressions.
- Hooray! for Reading campaign, which promoted early childhood literacy and resiliency, and encouraged parents to make reading a part of their daily routine. This campaign achieved 28 million gross impressions.

San Francisco

For over two decades, First 5 San Francisco County has invested in the county's youngest children, their families, and the providers who work on their behalf with a mission that all children will thrive and start school ready to learn.

Investments in the Quality Connections Quality Rating and Improvement System serve approximately 6,000 children in more than 400 participating early care and education sites. Centers and families experienced acute disruptions in their ability to provide and utilize care as a result of the COVID-19 pandemic.

San Francisco was able to add $10 million in child care funding, equating to approximately 700 enrollment slots, to help decrease the cost of care for families returning to the workforce and address the city's significant capacity constraints in the face of social distancing requirements. Financial and operating supports were also provided to early care and education sites so that they could remain open in the face of fluctuating and unpredictable enrollment numbers.

The Family Resource Center Initiative pivoted all services to remote and virtual modalities, and throughout the year they continued to provide a multitude of opportunities for social connection and vital basic needs assistance by distributing food, diapers, and household supplies. Prevention and intervention services such as parent education, parent/child playgroups, and case management reached approximately 7,500 children and parents; thousands more families received basic needs assistance. San Francisco's Help Me Grow initiative and partners were able to resume developmental screening supports, resulting in over 3,000 children receiving a developmental screen in their child care setting, pediatric office, or family resource center. On-site inclusion supports and care coordination were provided to 248 children who had some level of risk identified as a result of their screening.

San Joaquin

First 5 San Joaquin County responded to the needs of the pandemic by expanding home visitation and other support services. With increases in multigenerational households, First 5 San Joaquin recognized grandparents offered child care to many families.

In FY 2021–22, the IMPACT Family, Friend, and Neighbor initiative trained 242 grandparent Family, Friend, and Neighbors who cared for 295 children (62 percent toddlers/infants). Roughly 60 percent of Family, Friend, and Neighbors spoke a language other than English. Family, Friend, and Neighbors reported increased knowledge and engagement with their grandchild—87 percent had a deeper understanding of child development, and 84 percent were more knowledgeable of support services. Additionally, First 5 San Joaquin started the FamilyWORKs home visitation program in 2019 and initiated the JourneyWORKs substance abuse prevention program and HousingWORKs housing support program in 2020.

WORKs programs target different facets of a family's life—parenting/child development, employment, substance use, mental/behavioral health, housing—to help CalWORKs parents achieve self-sufficiency. From 2019–21, 781 families participated in a WORKs program. FamilyWORKs participants demonstrated gains in job search and readiness skills—98 percent felt more confident in knowledge about their child's development and more connected to support services, and 90 percent felt less stressed. Of the 213 families who participated in HousingWORKs between January 2020 and December 2021, 39 percent found housing, and 80 families received support services. Ninety-one families participated in more than one WORKs program. Families participating in more than one program were more likely to be housed. Another area of concern impacted by the pandemic was access to dental care. San Joaquin TEETH played a critical role in care coordination, helping families find a dentist to meet children's needs.

In FY 2021–22, 480 children received dental services or oral health care coordination. First 5 San Joaquin also leveraged resources with Public Health Services Oral Health Program to expand social media campaigns and develop educational materials, including oral health provider kits.

San Luis Obispo

In a continued effort to alleviate child care challenges on the Central Coast, First 5 San Luis Obispo County partnered with community stakeholders on a collaborative study to examine options for local government to be an actor in building quality child care capacity in San Luis

Obispo County. As a result of advocacy work through the "We are the Care Initiative," more than $3 million in American Rescue Plan Act dollars were allocated to child care providers/business owners, child care support to families, and/or the overall child care system in San Luis Obispo County.

In partnership with the County of San Luis Obispo and the San Luis Obispo Chamber of Commerce, First 5 San Luis Obispo County established a Family-Friendly Workplaces Program to help businesses hire and retain employees, support working parents, and bolster the economic vitality of the local communities. First 5 San Luis Obispo amplified this piece of the child care puzzle by way of its monthly "Hands-on Hero @Work" award honoring family-friendly employers, highlighting their positive practices and policies, and encouraging other private and public sector organizations to follow suit.

On the pandemic recovery front, First 5 San Luis Obispo funded two Basic Needs Direct Support initiatives through local nonprofits – Community Action Partnership of San Luis Obispo County and the Link Family Resource Center, who collectively helped ease the burden of nearly 400 already-struggling families who faced extreme inflation with gas, food, and rent. Similarly, the Mental Health Services Act-funded 3 by 3 Developmental Screening Partnership supported two local pediatric practices in their work to increase developmental screening and referral rates, and to build increased family/provider awareness of social-emotional needs in young children, many of whom are experiencing higher levels of distress due to COVID-19 impacts. The project also sparked more conversations with pediatricians and families about the family mental health in the context of early childhood, and the importance of building cohesive early intervention support systems.

San Mateo

During FY 2021–22, First 5 San Mateo County maintained its multi-faceted investments in programs supporting all aspects of a child's early years, including Quality Early Learning; Healthy Development; Resilient Families; and Policy, Advocacy, and Communications. Supported by $4.6 million in community investments, funded partners served over 10,750 children, parents, and providers. Highlights include:

Securing $4.1 million in American Rescue Plan Act funding for grants to support child care programs, and $2.5 million for Out-of-School care. These grants were approved by the Board of Supervisors to shore up the early learning sector as COVID-19-related challenges continue to impact staff and families.

Recruiting three critical County agencies—Child Welfare Services, the San Mateo County Office of Education, and Behavioral Health and Recovery Services—to participate in the second wave of First 5 San Mateo's Trauma and Resiliency Informed Systems Initiative involving a Trauma-Informed Organizational Practices Assessment, organizational coaching, and cross-agency training cohorts. Collectively, these agencies employ approximately 1,000 staff and serve many of San Mateo's most vulnerable families with young children.

Completing the Home Visiting Landscape Scan and Needs Assessment, generating information about the myriad programs offering home visiting services in San Mateo County, their eligibility requirements, populations of focus, service models, and opportunities for increased collaboration and coordination to enhance these services.

Initiating an evaluation of the Family Engagement Systems Building efforts, which includes a survey of Family and Community Engagement practitioners, focus groups with thought leaders and practitioners to further develop insights into the strengths of this sector and opportunities for growth, and a network analysis to build understanding of the relationships between the varied organizations doing this work.

Santa Barbara

In FY 2021–22, First 5 Santa Barbara County invested $3,808,206 in programs and services for 8,072 children, 884 primary caregivers/family members, and 1,479 providers/professionals. Investment strategies included Early Learning Initiatives to local school districts, Family Literacy and Book programs, the Dual Language Learner Pilot Study, family support programs, communications and policy development, as well as systems change, innovation, and capacity-building grants. Two of the most notable achievements this year were:

Early Learning Initiatives: First 5 Santa Barbara and its University of California, Santa Barbara Evaluation Team worked with nine local school districts on the development and/or implementation of their Early Learning Initiatives that aim to improve continuity between the early care and education and K–12 systems and reduce income-based opportunity gaps among young, at-risk children. The goal of all Early Learning Initiatives is to expand efforts to improve children's social-emotional and cognitive development and thus promote kindergarten readiness and early elementary school success. School districts participating in this project administered the Kindergarten Student Entrance Profile to incoming kindergarten students and results from the FY 2021–22 school year showed that 25 percent of students screened in the county were "Ready to Go" for school.

Help Me Grow Santa Barbara County: In July 2021, a four-year development plan for implementation of the National Help Me Grow model began in Santa Barbara County under the direction of Alpha Resource Center. Through Help Me Grow Santa Barbara County, children will benefit from an organized system of community resources to help them thrive, including early screenings to ensure early identification of developmental challenges, parent education and support, quality learning experiences and systems navigation. Families and providers will receive follow-up to ensure families access resources and support when and where they need it. The first pilot will begin in early 2023 in the Guadalupe community, followed by implementation in Lompoc.

Santa Clara

In March 2020, First 5 Santa Clara County launched a COVID-19 Relief effort leveraging existing funds and systems to support communities using their network of partners. First 5 Santa Clara has leveraged $11,845,786 for COVID-19 relief efforts. The Family Strengthening and Support Initiative tracked their safety net support efforts using the Needs Tracker (https://first5kids.org/safety-net-supports/) across family resource centers. Over 16,200 total needs were recorded since March 2020 with the top needs mentioned by families being food (4,654), followed by diapers (3,438), activities for children (2,825), and toiletries (2,370).

First 5 Santa Clara organized curbside distributions at over 24 community sites where families could pick up food, calming kits, resource guides (provided in English, Spanish, and Vietnamese), diapers, formula, and personal protective equipment. A total of 4,656,960 diapers and 35,232 formula cans were distributed to families. Financial, housing, and child care were also commonly described needs.

To support the stabilization of child care for the community, the Early Learning Initiative launched the Family Child Care Stabilization program which awarded more than $5.2 million to 528 Family Child Care Home projects. In addition, using these funds, full year scholarships were awarded to 40 families who were residing in the City of San Jose, and 17 subsidized classrooms expanded their care ultimately serving over 200 families. The Health and Wellness Initiative oversaw and distributed 659 calming kits to parents and providers to promote coping and calming. In addition, 21,497 personal protective equipment was provided, and 51,229 period products were distributed to families.

In conclusion, First 5 Santa Clara was able to respond quickly to support the needs of the children, families, and communities they serve and leveraged funds in order to provide a wide net of support. Findings of these efforts were

presented at the Santa Clara County Children's Summit as well as the 2021 American Public Health Association Conference.

Santa Cruz

The Baby Gateway Newborn Enrollment Program supports mothers and their newborns at all three Santa Cruz County hospitals by providing Medi-Cal enrollment assistance, linking newborns to a medical home, and offering First 5 California's *Kit for New Parents*, all during a visit from a Newborn Enrollment Coordinator before leaving the hospital. The program also expanded partnerships with key agencies to offer additional supports to families.

Connection to medical care: In FY 2021–22, 98 percent of all mothers had a newborn visit, and 97 percent received a *Kit for New Parents*. Of all mothers with Medi-Cal births, 98 percent were assisted with completing an application for their new baby, and 99 percent chose a primary care provider for their child.

County programs: First 5 continued assisting with two county programs, which the Newborn Enrollment Coordinators incorporated into their visits: the state-wide Student Identification number created for newborns by the County Office of Education, used to support the social, emotional, and academic development of children from birth through 12th grade; and Ventures' Semillitas savings account program for newborns, with incentives throughout childhood to save money to be used for college or vocational education after high school.

Access to food: The COVID-19 pandemic has many families in the community struggling with access to food. The Newborn Enrollment Coordinators provided families with resources to apply for the CalFresh and Women, Infants, and Children programs.

Lowered emergency department use: This program may have an effect on the use of the emergency department for very young infants, and particularly those covered by Medi-Cal. Since the launch of this program at Watsonville Community Hospital, the number of infants on Medi-Cal who visited the emergency department dropped 69 percent by 2021.

Summary: Through these efforts, the program is helping increase access to affordable quality health care for newborns and improve overall maternal, child, and infant health.

Shasta

First 5 Shasta County worked with partner organizations in the Network of Care around Adverse Childhood Experiences (ACEs) education, screening, and intervention.

Completed ACEs Aware Planning grant and expanded Pediatric ACEs and Related Life-events Screener to over 300 parents and families.

Expanded ACEs screening to additional departments in Shasta Community Health Center and increased the number of referrals to support services to mitigate the effects of toxic stress.

Leveraged and expanded existing infrastructure within the Network of Care to serve more members of the community.

Families can work with a highly trained Parent Partner and engage in programs like Parent Cafes where they receive parenting education and are supported in building social connections with other families, which is critical to building resilience. Additionally, First 5 Shasta was able to identify children with developmental delays because they were referred to a Parent Partner and given the Ages & Stages Questionnaires®, Third Edition and/or Ages & Stages Questionnaires®: Social-Emotional through Help Me Grow Shasta. Help Me Grow Shasta completed 556 developmental screenings for children ages 0 to 5 and provided referrals and case coordination services to over 1,800 children and families. To date, Help Me Grow Shasta has served more than 2,800 children ages 0 to 8 and their families. The Help Me Grow collaborative organized and presented the Champions for Children event, reaching more than 1,000 parents/caregivers and children ages 0 to 8.

First 5 Institute presents the highest quality trainings and resources to providers of services to children ages 0 to 5 and their families. First 5 Institute also provides access to high-quality early literacy programs and material by funding community "Storytimes," which provide young children and their families access to high-quality early literacy material and an opportunity for social connections. First 5 Institute funded four Storytime sites which directly served 771 children ages 0 to 5. First 5 Institute presented six trainings, including a well-attended Implicit Bias training, and 12 Smart Starts & Smart Lunches.

Sierra

In 2021–22, the First 5 Sierra professional development program was a great success. There was 100 percent participation where all of Sierra county's early childhood educators took part in a minimum of 21 hours of continuing education and early childhood education courses, including Trauma Informed Care training. Participants reported improved professional skills, tools, and motivation which has positively impacted the quality of Sierra County's early education system. Because of the uniquely small population in Sierra County, there is no federally funded Head Start program or state-funded preschool. That is why the First 5 Sierra preschool tuition subsidy program continues to be the most successful achievement. This program supports working families, most of whom would not be able to send their children to preschool without tuition assistance. Investing in a program where all children living in rural communities can attend preschool ensures that Sierra County children will start school with the best preparation and with the least disparity.

First 5 Sierra provided backpacks, schools supplies, and bilingual (Spanish/English) materials to all children in preschool and those entering Transitional Kindergarten or Kindergarten, which was highly appreciated by schools, parents, and children. The crisis brought by the pandemic affected the normal functioning of all caregivers and child care providers. First 5 Sierra was the first public agency in Sierra County that distributed COVID-19 rapid test to families when it was needed the most. Child care providers received additional funding to cover closures and lost wages for COVID-19 relief. As a result, all child care providers remained open for business. These efforts addressed the highest need of Sierra County's 0- to 5-year-old children and their families, which is accessible, consistent, high-quality child care/preschool.

Siskiyou

First 5 Siskiyou County is the fifth largest county in California, geographically. Families from remote areas have had limited internet access, and making trips out to town to access services on narrow roads can be daunting for those without reliable transportation, especially in the snowy and icy conditions of winter.

To bring services to families, First 5 Siskiyou adopted Ready4K, an evidence-based, trauma-informed parenting education program. This text-based program seeks to reduce disparities by promoting access to parenting information and connecting parents to local resources in their part of the county. The co-funded Mental Health Services Act Ready4K launch was a true cross-systems collaboration, with family resource centers, schools, libraries, health care providers, and county agencies helping promote enrollment, and create resource updates for families.

In FY 2021–22, Ready4K reached 458 parents representing 378 children ages 0 to 5. Families living in 19 ZIP Codes, including sparsely populated areas of Forks of Salmon, Somes Bar, and Scott Bar, received 29,719 texts with community resources. Families have given overwhelming positive feedback, with 90 percent of families surveyed (n=82) reporting they felt more connected to their communities and are grateful to be linked to concrete supports, such as food and emergency supplies. Ready4K has also met a community need for parenting resources. Families of children ages 4

and 5 (58 percent) and ages 2 and 3 (38 percent) received 22,503 Ready4K texts with parenting tips and activities. Over 90 percent of parents said they better understood their child's emotions and behavior, and 86 percent felt better equipped to help their children learn coping skills.

First 5 Siskiyou's Ready4K program braided with local family resource centers is based on principles of equity and systems change and bridging connections with extremely remote communities. In counties such as Siskiyou, with weaker technological and physical infrastructure, Ready4K has proven to be a success in helping reduce isolation and enhance parents' protective factors.

Solano

The new Fairfield First 5 Center, in partnership with the City of Fairfield and First 5 Solano County, is launching a second First 5 Center which is slated to open in July 2024. Based on the success of the Vallejo First 5 Center, Assemblymember Jim Frazier successfully advocated for $2 million from FY 2021–22 California State Budget to support this project for First 5 Solano.

In May 2022, the City of Fairfield entered a Memorandum of Understanding with the First 5 Solano Children and Families Commission for the establishment of a Fairfield First 5 Center at the new Fairfield North Texas Recreation Facility. This facility is located adjacent to the census tracts in the City of Fairfield with the highest levels of child poverty. The facility will include a full-service park, sports fields, open spaces, and an inclusive playground for the community. First 5 Solano provided the $2 million dollar allotment that was received from the state budget to go towards this building project. These funds will offset the costs of building a new community center which will be provided for use by First 5 Solano as the Fairfield First 5 Center. First 5 Solano will lease the property for no greater than the cost of operating the building (e.g. utilities, maintenance, etc.).

Sonoma

FY 2021–22 included many great achievements for First 5 Sonoma County. The year started with the new strategic plan implementation period 2021–2025 and was filled with transitions and strong systems building efforts. Some funded programs were new and just beginning implementation, while other programs held a long-standing history in the community. A few notable highlights include hosting the Positive Parenting Program trainings in Spanish for the first time, convening a successful culturally responsive advisory group for the curriculum development of New Parent TLC (Talk, Link, Confirm), and significant planning in the Home Visiting Coordination grant from First 5 California.

Staff and partners initiated over 355 Child College Savings Accounts before the fiscal year ended. The team and funded partners supported extensive professional development opportunities for local child care providers, specifically in the area of dual language learner support, trauma informed care, and equity and inclusion. *Teachers Acquiring Language Learner Knowledge* project scaled its efforts to provide professional development in supporting dual language learners by working with their first cohort of ten coaches across six local agencies. The Dual Language pilot project was successfully completed. The project contained systems-level strategies, including a communications campaign and strategies to support early learning providers as well as professional development and coaching on evidence-informed strategies and the home language interview, and strategies to support families, including book campaigns, books at well-child visits, and the implementation of the Abriendo Puertas Program.

Partners navigated through the ongoing pandemic and worked to continue to offer high- quality impactful professional development opportunities. A total of 59 professional development opportunities were offered to 331 participants, totaling over 2,000 hours of professional development. Through the year, the majority of First 5 Sonoma partners were able to return to in-person services and meet the needs of the community.

Stanislaus

It is the mission of First 5 Stanislaus to be a catalyst to help give children and families the best start. This commitment remained ever important when met with the lingering impacts of the COVID-19 pandemic during this past year.

First 5 Stanislaus partner organizations reach thousands of the most vulnerable members of the community each year. In FY 2021–22, First 5 Stanislaus continued to work with its funded partners to ensure services would be delivered to the community in safe ways that allowed children and families to remain connected to their support systems and basic needs when they were most needed. Partners continued to offer services by phone, virtually, drive-through formats, and in-person when safe.

Through its partnership with a network of 12 local family resource centers, First 5 Stanislaus invested $120,000 of emergency funding into the local community for basic human needs and support in response to the COVID-19 pandemic. Over 4,100 individuals impacted by the pandemic received assistance such as housing and utility payment relief, grocery assistance, cleaning supplies, or other basic needs. Even in the face of the persisting COVID-19 pandemic restrictions and resulting challenges, First 5 Stanislaus funded partners were able to make a significant impact with the children and families they served. The parents of 6,846 children received family support services through countywide family resource centers or other programs. The caregivers of 1,051 children attended parenting classes and increased their parenting skills and knowledge. Seventy-seven percent of families of children ages 0 to 5 (1,155/1,507) increased the time spent reading with their children at home after receiving literacy services. Over 1,500 children ages 0 to 5 who received literacy services received a book to build upon the skills they and their families learned.

Sutter

Sutter County Children & Families Commission received Adverse Childhood Experiences (ACEs) Aware planning grant in 2020, used to build and strengthen a Network of Care to counter the effects of toxic stress on families and children. Following a needs assessments conducted in the prior year, the remaining funds were used to build a local FindHelp online platform to support countywide awareness to available resources and bidirectional hub for referrals to services. To continue the achievements gained in the prior year, First 5 Sutter also added ACEs screenings to events and initiated a community crisis response program—"Handle with Care." To increase ACEs education/resources, Peach Tree Health and Feather River Tribal Health facilitated access to provider training and trauma-informed care materials. An ACEs screening booth was added to Help Me Grow events. Families now complete ACEs and Pediatric ACEs and Related Life-events Screener (PEARLs) assessments and receive referrals online via a Peach Tree Health secure dashboard for therapists and clients.

First 5 Sutter also partnered with law enforcement, educators, and mental health providers to lay the groundwork for the trauma-informed community crisis response initiative, "Handle with Care." The program supports children exposed to traumatic events requiring police involvement. It aims to ensure cross-context continuity of care through real-time, police-school communication and staff training.

In sum, First 5 Sutter partnerships made substantial contributions toward community resilience, investing in systems of care for families and children.

Tehama

First 5 Tehama continued to expand services focusing on trauma-informed care, increasing resilience through protective factors, and early literacy. The most notable and impactful theme was connection. System wide efforts resulted in two new program pilots: early in the strategic planning process, a barrier in accessing parenting courses timely

and efficiently for families was noted; in response, First 5 Tehama secured external funding to launch Positive Parenting Program, an eight-week evidence-based parenting course. Historically, community members have reported "this is too expensive for us" or "Positive Parenting Program isn't made for small rural counties." Dismantling this narrative, First 5 Tehama successfully supported five Positive Parenting Program trainers (three bi-cultural, bilingual).

Tehama funds the School Readiness Home Visitation and Help Me Grow program to ensure that there is no barrier for entry point for any child. Notably, families have improved both family functioning and child health, and increased social connections.

Regarding medical health, 98 percent of children participating in home visiting had medical services. To better understand the impact, the Parenting Interactions with Children Checklist of Observations Linked to Outcomes was adopted showing the positive impact on families. The difference between the pre- and post-tests were statistically significant for all domains, including Teaching, Responsiveness, Encouragement, Affection.

Through a partnership with the local department of education and cradle-to-career collaborative, First 5 Tehama facilitated eight Health and Wellness webinar series, attended by 183 community educators learning about timely topics, such as resilience, equity, social emotional wellbeing, and flow. Two of these eight webinars were offered in Spanish and focused on mind and body strategies for resilience. One participant shared, "As a home visitor, I have been to many amazing trainings, and this was the first time it felt like it was just for me. I almost cried when I realized it was in Spanish."

Trinity

The First 5 Trinity County Children and Families Commission invests in a variety of services aimed at supporting children prenatal through age five and their families. Primary investments include School Readiness Playgroups. The Trinity County Office of Education provides pre-Kindergarten programs at various locations throughout the county. The pre-Kindergarten school readiness program offers structured playgroups using a nationally recognized curriculum aimed at preparing children for the academic, social, and emotional rigors of kindergarten. The school readiness program also provides health-related supports to ensure that children are healthy upon kindergarten entry. Lastly, the program offers parenting and family literacy activities to support parents and caregivers as their child's first teacher.

Tulare

First 5 Tulare County's vision is that all Tulare County children will thrive in supportive, safe, loving homes and neighborhoods and will enter school healthy and ready to learn. In FY 2021–22, all funded programs served 23,954 parents and children. A highlight for First 5 Tulare was the Goshen Family Resource Center. Needs continue to grow in Tulare County. This year, First 5 Tulare was fortunate to add another family resource center in the community of Goshen via its partnership with Family Services of Tulare County. The community of Goshen is a hard-to-reach area due to proximity and lack of services. The Goshen Family Resource Center aims to help families build on their strengths and capacities, serve as a hub for the community, and offer help without stigma. The Goshen Family Resource Center has been successful in securing grant funding for diapers for families, and this has served as an anchor to enhance services they offer to their community. The diapers were also utilized to hold diaper drives for families and thus securing a robust engagement. First 5 Tulare County funds were utilized to expand services, and the Goshen Family Resource Center is now flourishing with partners ready to serve the community.

In FY 2021–22, the Goshen Family Resource Center served 98 families with case management services, exceeding their target goal for their first year of programming. In addition, they linked 587 families to food services, 43 to dental services, and 55 to medical services; and 43 families were screened using the Adverse Childhood Experiences screening. The Goshen Family Resource Center is now a staple in the community, and their energy for engaging families is contagious.

Tuolumne

First 5 Tuolumne County provides leadership and support for programs to achieve the vision that all children are healthy and ready to learn.

First 5 Tuolumne invested $729,998 in the FY 2021–22, providing services to roughly 1,800 young children, parents, and providers. Although First 5 Tuolumne faced significant challenges due to COVID-19, programs and staff adapted and found creative and innovative ways to stay connected to local families, many of which have permanently improved the systems of delivery. First 5 Tuolumne's main focus areas are:

Improved Family Functioning: Staff at First 5 Tuolomne Family Learning Center responded to the needs of families by delivering a total of 106 cases of diapers and 33 cases of wipes to families in need.

Improved Child Health: First 5 Tuolomne's Smile Keepers Oral Health program provided oral health screening and education to 252 children and 353 parents. This year, First 5 Tuolumne offered the Ages & Stages Questionnaires® online and made it available across the county.

Child Development: Tuolumne County invested $258,000 to improve the quality of early care and education providers and sites. This was done by investing in professional development stipends for providers who participate in continuing education and/or coaching.

Improved Systems of Care: First 5 Tuolomne is excited to have built the foundation for starting Help Me Grow in Tuolumne. That program began in fall 2022.

This was the fourth year First 5 Tuolumne invested in the Imagination Library, and there are 700 children currently enrolled. Since 90 percent of a child's brain develops before the age of five, it is vital to invest in families and encourage them to talk, read, and sing to their children every day. We are confident the Imagination Library will help.

Ventura

First 5 Ventura County's FY 2021–22 investments continued to be directed towards designated direct services and systems integration, advocacy, and building organizational capacity in order to strengthen the overall early childhood system of care. The investments in direct services include the continuation of the Neighborhoods for Learning initiative and programs that provide linkage to resources and early intervention countywide. In FY 2021–22, the First 5 Ventura commission began in-house implementation of the Neighborhoods for Learning, rather than contracting out the services. The Neighborhoods for Learning is a place-based service model whereby service sites are located in high-need neighborhoods so that families can access services more easily. Services include:

Parent and Child Together programs, primarily for families with children ages prenatal to three.

Family support services targeting the broader group of ages prenatal to five. First 5 Ventura launched a Shared Services Alliance two-year pilot to strengthen the fragile business model of family child care providers through access to an online child care business management system "Wonderschool," enhanced business advisement, and technology stipends.

First 5 Ventura actively partnered with the Ventura County Human Services Agency, Children and Family Services on the development of the Ventura County Prevention Plan and, as a result, the Neighborhoods for Learning initiative has been identified as a building block for creating a countywide wellness system for children and their families. First 5 Ventura continued to refine the in-house implementation of Help Me Grow and launched a new www.HelpMeGrow.org website, making it easier to navigate, allowing parents, providers, and the community to access relevant information, including online developmental screenings.

Significant strides were also made with the Commission's parent engagement strategy, which is built upon a national model, in collaboration with the Center for the Study of Social Policy's Early Childhood Learning and Innovation Network for Communities.

Yolo

In FY 2021–22, First 5 Yolo expanded its focus on prevention and more complex systems transformation to address COVID-19 impacts. Achievements included improving maternal and child health, helping families avoid the need to enter Child Welfare Services, building family resiliency, screening and support for early childhood mental health, stabilizing underserved child care providers, and continuing public health support with vaccine education and clinics, and concrete supports to families and providers.

Together with direct service providers and funding partnerships, First 5 Yolo expanded its largest systems initiative. The CHILD Project: Road to Resilience focused on high-risk perinatal families and inclusive of behavioral health and parenting supports. Road to Resilience fuses medical and social services with in-clinic/in-home navigation and, at a time when local and statewide data indicated significant pandemic-related backslides in maternal and child health, supported critical health markers (child immunizations, pre/postnatal and well child visits) at rates greater than 30 percent higher than those not served by the program.

Building on the infrastructure of Road to Resilience, First 5 Yolo received American Rescue Plan funding to add Welcome Baby, an effort opening access to postpartum nurse and Community Health Worker visits to all MediCal families and expanding intensive Road to Resilience home visiting. Welcome Baby launched in March 2021 and quickly reached an 85 percent enrollment rate, with families themselves identifying services as needed and wanted. Welcome Baby is planned for three years of American Rescue Plan funding, while First 5 Yolo seeks sustainability with new Community Health Worker MediCal benefits and CalWORKS Home Visiting, among other sources. Welcome Baby and Road to Resilience connects all families to First 5 Yolo's Help Me Grow program, a key component of Adverse Childhood Experiences Aware work in Yolo County. In FY 2022–23, First 5 Yolo will implement a Childcare Recovery Package with American Rescue Plan funding, leveraged with First 5 Yolo's Improve and Maximize Programs so All Children Thrive work to provide infrastructure and support grants to child care providers.

Yuba

In FY 2021–22, First 5 Yuba County invested in local family serving agencies to strategically build agency capacity and grow infrastructures to create a more sustainable workforce. Braiding resources, First 5 Yuba spearheaded several professional growth opportunities that center learning, engagement, staff wellness, equity, and a trauma-informed approach. Key to this work was ensuring participants benefiting from these opportunities were those directly working with families (i.e., home visitors, child care providers, early educators, and counselors). In depth learning experiences were provided both in person and virtually and included professional learning communities, workshops, group coaching, and conference sessions.

Learning communities provided brief education for front-line staff on a variety of topics, including motivational interviewing, home visiting safety, self-care, and substance abuse, in addition to a space for connection and comradery among other professionals. Coaching sessions provided more detailed practices centered on child development, wellness, and trauma-centered approaches. Full day, in-person conferences brought subject matter experts from across the nation to discuss neuroscience and human development. Cross-sector partners (i.e., social services, home visitors, education, probation, and behavioral health) were brought together and engaged to better understand neuro plasticity, co-regulation, and specific tools to support families and rewire their nervous system for safety and connection. Testimonials from participants, leaders, and staff confirmed that these capacity-building opportunities were highly valued, effective, and essential to growing the next generation of early educators and those serving families with young children. First 5 Yuba is devoted to ongoing investments in the wellness and professional advancement of staff to continue growing and retaining a productive and diverse workforce and build sustainable systems that ensure young children thrive.



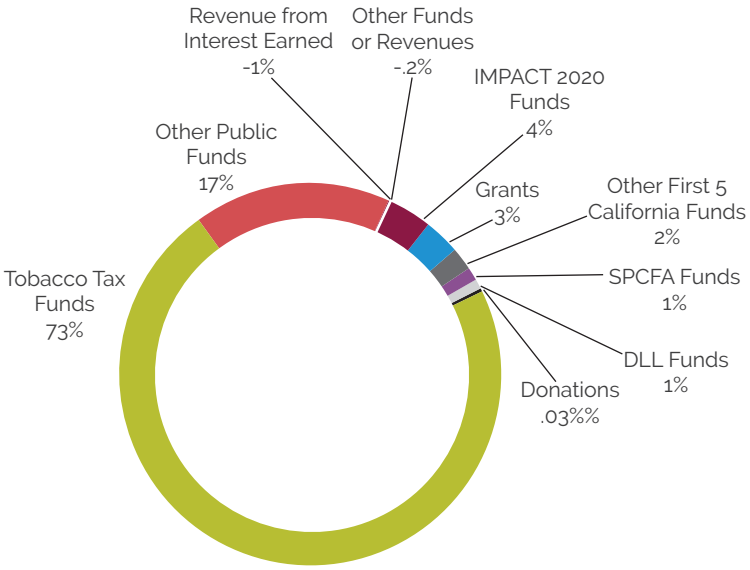
APPENDIX A: NUMBER OF SERVICES AND EXPENDITURES BY RESULT AREA AND SERVICE TYPE, FY 2021–22

IMPROVED FAMILY FUNCTIONING										
Result Area and Service Type	**Children**	**Primary Caregivers**	**Providers**	**Total Primary Caregivers and Providers**	**Total Number of Services**	**Percent of Services in Result Area (1)**	**Percent of Total Number of Services (1)**	**Total Expenditures for Services**	**Percent of Service Expenditures in Result Area (1)**	**Percent of Total Expenditures (1)**
Family Literacy and Book Programs	164,545	246,375	1,194	247,569	412,114	49%	29%	$4,122,638	4%	1%
General Family Support	109,759	248,402	39,140	287,542	397,301	47%	28%	$64,810,161	68%	18%
Intensive Family Support	11,202	14,916	1,956	16,872	28,074	3%	2%	$26,366,654	28%	7%
Total Improved Family Functioning	**285,506**	**509,693**	**42,290**	**551,983**	**837,489**	**100%**	**60%**	**$95,299,453**	**100%**	**26%**
IMPROVED CHILD DEVELOPMENT										
Result Area and Service Type	**Children**	**Primary Caregivers**	**Providers**	**Total Primary Caregivers and Providers**	**Total Number of Services**	**Percent of Services in Result Area (1)**	**Percent of Total Number of Services (1)**	**Total Expenditures for Services**	**Percent of Service Expenditures in Result Area (1)**	**Percent of Total Expenditures (1)**
Early Learning Program Direct Costs	26,084	4,461	3,704	8,165	34,249	20%	2%	$17,028,637	23%	5%
Quality Early Learning Supports	73,890	21,235	46,019	67,254	141,144	80%	10%	$56,688,100	77%	15%
Total Improved Child Development	**99,974**	**25,696**	**49,723**	**75,419**	**175,393**	**100%**	**13%**	**$73,716,737**	**100%**	**20%**
IMPROVED CHILD HEALTH										
Result Area and Service Type	**Children**	**Primary Caregivers**	**Providers**	**Total Primary Caregivers and Providers**	**Total Number of Services**	**Percent of Services in Result Area (1)**	**Percent of Total Number of Services (1)**	**Total Expenditures for Services**	**Percent of Service Expenditures in Result Area (1)**	**Percent of Total Expenditures (1)**
Early Intervention	104,404	37,761	7,318	45,079	149,483	39%	11%	$30,603,221	28%	8%
General Health Education and Promotion	19,717	50,495	4,713	55,208	74,925	19%	5%	$5,374,510	5%	1%
Oral Health Education and Treatment	36,672	15,243	393	15,636	52,308	14%	4%	$3,055,190	3%	1%
Perinatal and Early Childhood Home Visiting	37,334	54,457	161	54,618	91,952	24%	7%	$64,870,191	60%	18%
Prenatal and Infant/ Toddler Pediatric Support	10,790	4,988	124	5,112	15,902	4%	1%	$3,989,301	4%	1%
Total Improved Child Health	**208,917**	**162,944**	**12,709**	**175,653**	**384,570**	**100%**	**28%**	**$107,892,413**	**100%**	**29%**
Total Client Service Counts	**594,397**	**698,333**	**104,722**	**803,055**	**1,397,452**					
IMPROVED SYSTEMS OF CARE										
Result Area and Service Type	**Children**	**Primary Caregivers**	**Providers**	**Total Primary Caregivers and Providers**	**Total Number of Services**	**Percent of Services in Result Area (1)**	**Percent of Total Number of Services (1)**	**Total Expenditures for Services**	**Percent of Service Expenditures in Result Area (1)**	**Percent of Total Expenditures (1)**
Emergency and Disaster Relief								$3,981,537	4%	1%
Policy and Public Advocacy								$34,947,075	37%	9%
Systems Building								$54,472,437	58%	15%
Total Improved Systems of Care								**$93,401,049**	**100%**	**25%**
Grand Total								**$370,309,652**		

2 Totals may not equal 100 percent due to rounding.

APPENDIX A1: REVENUES BY SOURCE, FY 2021-22

Tobacco Tax Funds [1]	$304,486,852
IMPACT 2020 Funds [2]	$17,257,060
SPCFA Funds [3]	$4,328,837
DLL Pilot Funds [4]	$3,849,849
Other First 5 California Funds [5]	$8,974,524
Other Public Funds [6]	$70,530,072
Donations [7]	$114,219
Revenue From Interest Earned [8][11]	$(5,656,612)
Grants [9]	$14,557,872
Other Funds or Revenues [10][12]	$(840,090)
Total Revenue	**$417,602,583**



This table represents revenue for all county commissions, with the exception of Mendocino.

[1] Total Proposition 10 and Proposition 56 tobacco tax revenue

[2] Improve and Maximize Programs so All Children Thrive (IMPACT 2020) consortia or regional hub funds received from First 5 California

[3] Small Population County Funding Augmentation (SPCFA) funds received from First 5 California

[4] Dual Language Learner (DLL) Pilot funds received from First 5 California

[5] Other funds received from First 5 California

[6] Other federal, state or public funds received

[7] Donations received by the county commission

[8] Interest earned in all Children and Families Trust Fund revenue accounts by the county commission

[9] Grants received by the county commission

[10] Other funds or revenues received, may include rental income or revenue from services provided. FY 2021-22 statewide totals reflect a negative value due to investment losses and uncollectable account receivable circumstances.

[11] FY 2021-22 statewide totals reflect a negative value due to investment losses and updates to GASB reporting standards around leased property.

[12] FY 2021-22 statewide totals reflect a negative value due to investment losses and uncollectable account receivable circumstances.

APPENDIX A2: NUMBER OF SERVICES AND EXPENDITURES BY RESULT AREA AND SERVICE TYPE, FY 2021–22 (2)

IMPROVED FAMILY FUNCTIONING

Result Area and Service Type	Children	Primary Caregivers	Providers	Total Primary Caregivers and Providers	Total Number of Services	Percent of Services in Result Area (1)	Percent of Total Number of Services (1)	Total Expenditures for Services	Percent of Service Expenditures in Result Area (1)	Percent of Total Expenditures (1)
Family Literacy and Book Programs	164,545	246,375	1,194	247,569	412,114	49%	29%	$4,122,638	4%	1%
General Family Support	109,759	248,402	39,140	287,542	397,301	47%	28%	$64,810,161	68%	18%
Intensive Family Support	11,202	14,916	1,956	16,872	28,074	3%	2%	$26,366,654	28%	7%
Total Improved Family Functioning	285,506	509,693	42,290	551,983	837,489	100%	60%	$95,299,453	100%	26%

IMPROVED CHILD DEVELOPMENT

Result Area and Service Type	Children	Primary Caregivers	Providers	Total Primary Caregivers and Providers	Total Number of Services	Percent of Services in Result Area (1)	Percent of Total Number of Services (1)	Total Expenditures for Services	Percent of Service Expenditures in Result Area (1)	Percent of Total Expenditures (1)
Early Learning Program Direct Costs	26,084	4,461	3,704	8,165	34,249	20%	2%	$17,028,637	23%	5%
Quality Early Learning Supports	73,890	21,235	46,019	67,254	141,144	80%	10%	$56,688,100	77%	15%
Total Improved Child Development	99,974	25,696	49,723	75,419	175,393	100%	13%	$73,716,737	100%	20%

IMPROVED CHILD HEALTH

Result Area and Service Type	Children	Primary Caregivers	Providers	Total Primary Caregivers and Providers	Total Number of Services	Percent of Services in Result Area (1)	Percent of Total Number of Services (1)	Total Expenditures for Services	Percent of Service Expenditures in Result Area (1)	Percent of Total Expenditures (1)
Early Intervention	104,404	37,761	7,318	45,079	149,483	39%	11%	$30,603,221	28%	8%
General Health Education and Promotion	19,717	50,495	4,713	55,208	74,925	19%	5%	$5,374,510	5%	1%
Oral Health Education and Treatment	36,672	15,243	393	15,636	52,308	14%	4%	$3,055,190	3%	1%
Perinatal and Early Childhood Home Visiting	37,334	54,457	161	54,618	91,952	24%	7%	$64,870,191	60%	18%
Prenatal and Infant/Toddler Pediatric Support	10,790	4,988	124	5,112	15,902	4%	1%	$3,989,301	4%	1%
Total Improved Child Health	208,917	162,944	12,709	175,653	384,570	100%	28%	$107,892,413	100%	29%
Total Client Service Counts	**594,397**	**698,333**	**104,722**	**803,055**	**1,397,452**					

IMPROVED SYSTEMS OF CARE

Result Area and Service Type	Children	Primary Caregivers	Providers	Total Primary Caregivers and Providers	Total Number of Services	Percent of Services in Result Area (1)	Percent of Total Number of Services (1)	Total Expenditures for Services	Percent of Service Expenditures in Result Area (1)	Percent of Total Expenditures (1)
Emergency and Disaster Relief								$3,981,537	4%	1%
Policy and Public Advocacy								$34,947,075	37%	9%
Systems Building								$54,472,437	58%	15%
Total Improved Systems of Care								$93,401,049	100%	25%
Grand Total								**$370,309,652**		

(1) Totals may not equal 100 percent due to rounding.
(2) Data includes all county commissions, with the exception of Mendocino.

APPENDIX B: RESULT AREA AND SERVICE TYPE DEFINITIONS

Result Area: Improved Family Functioning

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

Family Literacy and Book Programs

Programs promoting family literacy, parent-child book sharing, or book ownership for families with children ages birth to 5. The *Kit for New Parents* and *Talk. Read. Sing.*® may be included if these statewide efforts are locally modified to promote literacy, for example, by adding a children's book to the *Kit*, or using *Talk. Read. Sing.*® as a message for distributing books. Program models or initiatives include Bookmobile, Dolly Parton's Imagination Library, Habla Conmigo, *Kit for New Parents*, Little by Little, Potter the Otter, Raising a Reader, Reach Out and Read, Story Cycles, *Talk.Read.Sing.*® and other Local Models.

General Family Support

Programs providing short-term, non-intensive instruction on general parenting topics, and/or support for basic family needs and related case management, including meals, groceries, clothing, and temporary or permanent housing acquisition assistance. General family support may include general playgroup programs that provide parents/caregivers with opportunities to engage, learn, and play with their children. Playgroups are structured, intentional opportunities for parents and/or caregivers and their young children to support the optimal development of the child, the social-emotional needs of the family, and increase social connectedness. General family support may also include referrals to family services such as Family Resource Centers (FRCs) and other community resources. Core Operating Support includes staff, facilities, materials, and other general operating costs associated with an organization's day-to-day functioning. Fatherhood programs and other operational and support for family support agencies and/or networks are included. In general, these programs are designed to provide less intense and shorter term ("lighter touch") support services and classes for families by paraprofessional staff (e.g., FRCs). Program models or initiatives include Abriendo Puertas, Avance, Core Operating Support, Playgroups, Triple P Levels 2-3, and Five Protective Factors.

Intensive Family Support

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

Result Area: Improved Child Development

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

Early Learning Program Direct Costs

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

Quality Early Learning Supports

Programs designed to enhance early learning programs such as professional development for early educators, or implementation and integration of services. This service category may include quality rating and improvement system investments as part of Improve and Maximize Programs so All Children Thrive 2020 and Quality Counts California. This service category covers early learning and care (ELC) settings work, most commonly by licensed care providers, but is also inclusive of alternative settings such as FRCs; Family, Friend, and Neighbor Care; Boys and Girls Clubs; and libraries. This service category may include interagency collaboration, quality improvement supports, support services to diverse populations, and database management and development. Program models or initiatives include Quality Counts California.

Result Area: Improved Child Health

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

Early Intervention

Programs providing screening, assessment, and diagnostic services, including referrals or follow-up to needed services. Programs including early intervention or intensive services to children with disabilities and other special needs, or at-risk for special needs, should be included here. May include strategies targeting language and communication skills, social and emotional development,

developmental delays, and related parent education. Developmental playgroups are specifically intended for children who have been identified as at-risk for developmental delays. Additionally, the playgroup staff are trained to support each child's specific early intervention goals. Mental Health Consultations in early learning and care (ELC) settings are included here. Program models or initiatives include Care Coordination and Linkage, Developmental Playgroups and Mild-to-Moderate Supports.

General Health Education and Promotion

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

Oral Health Education and Treatment

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

Perinatal and Early Childhood Home Visiting

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

Prenatal and Infant/Toddler Pediatric Support

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

Result Area: Improved Systems of Care

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

Emergency and Disaster Relief

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

Policy and Public Advocacy

Services include community awareness, public outreach and education on issues related to children ages 0 to 5 years old and their families. This also includes work focused on policy change, work with local and statewide stakeholders, Town Halls, policy development, and related efforts. Program models or initiatives include Resilient Families and Communities, Child Health, Early Learning, and Revenue Sustainability.

Systems Building

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

APPENDIX C: DEMOGRAPHICS OF POPULATIONS SERVED FY 2021-22

AGE CATEGORY	INDIVIDUALS SERVED
Children Less than 3 Years Old	179,364
Children from 3rd to 6th Birthday	182,633
Children—Ages Unknown (birth to 6th birthday)	213,819
Primary Caregivers	683,069
Providers	100,117
Total Children 0-5	575,816
Total Primary Caregivers	683,069
Total Children, Caregivers, and Providers	**1,359,002**

RACE/ETHNICITY CATEGORY	CHILDREN 0-5	PRIMARY CAREGIVERS	TOTAL (1)
Alaska Native/American Indian	2,856	1,722	4,578
Asian	34,810	53,361	88,171
Black/African-American	23,771	17,162	40,933
Hispanic/Latino	218,003	196,921	414,924
Native Hawaiian or Other Pacific Islander	1,695	1,641	3,336
Other	20,634	28,837	49,471
Two or more races	14,145	20,422	34,567
White	62,842	38,141	100,983
Unknown	199,080	325,124	524,204
Total	**577,836**	**683,331**	**1,261,167**

LANGUAGE CATEGORY	CHILDREN 0-5	PRIMARY CAREGIVERS	TOTAL (1)
English	229,211	184,839	414,050
Spanish	122,700	127,971	250,671
Vietnamese	10,743	35,675	46,418
Other	10,632	14,145	24,777
Cantonese	1,932	1,370	3,302
Mandarin	721	749	1,470
Korean	162	212	374
Unknown	199,715	318,108	517,823
Total	**575,816**	**683,069**	**1,258,885**

Demographic counts represent all county commissions, with the exception of Mendocino.

(1) Column does not include provider counts for race/ethnicity and language. This data is not collected for the provider population.

REFERENCES

[1]World Health Organization (2021). Tobacco control to improve child health and development: Thematic Brief. https://www.who.int/publications/i/item/9789240022218/. Accessed October 25, 2022.

[2]UCLA Center for Health Policy Research. Ask CHIS 2003–2021. Current Smoking Status—Adults. https://ask.chis.ucla.edu/. Accessed October 25, 2022.

[3]Marbin, Jyothi, et al. "Health disparities in tobacco use and exposure: a structural competency approach." *Pediatrics* 147.1 (2021).



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

F. **Consent – Zachary Ginder, Chair**

1. Approve First 5 Riverside County Draft Commission Meeting Minutes – March 8, 2023 Session 75

MINUTES
FIRST 5 RIVERSIDE COUNTY
Regular Meeting
Wednesday, March 8, 2023
2:00 PM
First 5 Riverside County
585 Technology Ct
Riverside, California 92507

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

Commissioner Vacancy: (1) District V

Administrative Staff Present: Tammi Graham, Executive Director; Yvonne Suarez, Deputy Director; Lynn Stephens, Executive Assistant IV; Jennifer Maresh, Regional Manager; Erica Williams, Administrative Services Manager I; Patricia Perez, Administrative Services Manager I; Sean Pravica, Public Information Specialist; Clarissa Ikwuagwu, Commission Coordinator; Brenda Klopka, Office Assistant III; Marinus (Rens) Van Eenennaam, Contracts & Grants Analyst, Victor Perez; Support Services Technician, Rina Hutajulu; Research Specialist II

Legal Counsel: Ronak Patel, Chief County Counsel

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

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

B. **Public Comments (for items not listed on the agenda) – Zachary Ginder, Chair**
No public comments

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

1. Oath of Office for Commissioner, Elizabeth Romero **–** Supervisor V. Manuel Perez
Commissioner Perez provided background on Ms.Romero and administered her Oath of Office.

2. Advisory Committee Updates **–** Zachary Ginder, Chair
Chair Ginder reported that today's Advisory Committee meeting was cancelled due to lack of quorum.

3. Director's Report – Tammi Graham, Executive Director and Yvonne Suarez, Deputy Director

Early Care and Education Collation Budget Request

First 5 Riverside County and the County of Riverside continues to invest and advocate for the improvements of the Early Care and Education System in California. Riverside County has demonstrated its commitment to young children and families with emergency response efforts, quality improvement investments, child care facility improvement and expansion investments through Proposition 10 and American Rescue Plan Act funds to support child care for essential workers, facility investments, and wage enhancements to create a bridge to rate reform at the state level.

Ms. Graham highlighted advocacy work happening through the Early Care and Education Collation with support from all fifty-eight (58) Counties through the First 5 Association.

The ECE Coalition submitted *The Early Care and Education's Priority Asks for the 2023-2024 Budget* with appreciation for the Administration's and Legislatures long-term vision and continued commitment to ECE. However, the need exists to increase current rates for immediate relief and stresses the importance to move to a single rate structure. Families need continued investment in community-based ECE spaces to ensure that all children, specifically 4-year-old children, and families, have equitable access to numerous ECE options that meet their needs.

Today, there are child care, preschool, and Head Start centers with empty classrooms, not for the lack of families in need of care, but rather the center cannot find staff willing to work for the low wages offered because of the current low reimbursement rate. In certain regions of California, providers are so short staffed, they must close down for a day when a teacher calls in sick, leaving families scrambling to find care and/or forcing parents to stay home from work.

The ECE Coalition Budget Request is essentially asking for a 25% increase on current reimbursement rate system, and the allocation of all 200,000 childcare spaces, therefore opposing the delay for the scheduled release by October 2023.

Human Services Portfolio Meeting

The Human Services Portfolio Meeting on February 27th was held at F5RC Administration Office. Children Now presented on the 2023 Scorecard for Child Well-being in Riverside County.

First 5 Association Summit

The First 5 Association Summit was held January 30th – February 1st. Commissioner Ginder, Commissioner Campos, Deputy Director Yvonne Suarez, and staff attended the First 5 Association Summit in San Diego.

Riverside County Office of Education State of Education

Ms. Graham and Ms. Suarez attended the March 7th RCOE State of Education Address. Dr. Gomez provided updates on key initiatives in education that align with the work First 5 is engaged in including equity and inclusion, early literacy and mental health from across Riverside County.

Meeting with Supervisor Gutierrez
First 5 executive staff met with District V Supervisor Yxstian Gutierrez, and his staff to provide an overview of F5RC, including updates related to ARPA wage enhancement and infrastructure allocation for District V.

Infrastructuce – Facility Update
Deputy Director, Yvonne Suarez provided updates on the ARPA project and Early Care & Education Facilities Investments. Ms. Suarez explained there are some delays due to construction costs, including a delay with the Lakeland Village project. Investment strategies are underway with intent to fund the project.

Low Income Investment Funds

Ms. Suarez went into further detail about the gap and lack of ECE workers and structures throughout the County. The commission has been investing in this work since 2019, which includes improving the outdoor environments of ECE centers.

Ms. Suarez highlighted some of the work F5RC is doing with Low Income Investment Funds (LIIF). In 2019 there was a landscape analysis on ECE workforce to determine what facilities are there, who needs child care, what type of child care, what operators need to expand and cost to meet those needs. F5RC is building a Pipeline and hoping to have complete by June 2024.

Ms. Suarez described the projects that are complete to date. The completed list and ongoing projects are located on the presentation slide.

Family Resource Center Network (FRC)

Family Resource Center Network expansion across Riverside County continues through the community-based organizations and through F5RC operated locations. FRC Network increased its network to nine Family Resource Network Specialists and five Social Services Practitioners supporting that network. Commissioner Ginder provided opening remarks at the February 15th convening of the network agencies and F5RC. Ms. Suarez discussed some of the events that have taken place at the Family Resource Centers. On March 1st, Mead Valley FRC hosted a meet and greet with neighboring agencies in the Mead Valley Community Center building. The Agencies that participated were as follows; Renu Hope Child Development Center, Family Medical Clinic, Dental Clinic, Senior Center, and Administration Office/Grove Community Church.

The Desert Hot Springs Family Resource Center partners with Inland Empire Health Plan (IEHP) to provide space for them to host free health and wellness classes available to anyone in the community. IEHP highlighted a family attending one of these classes in their 2023 Quality Report. The family had been looking for ways to be more active together as a family and were referred to classes by their doctor through IEHP. They have improved their diet at home and are cooking more vegetables and increasing their exercise. The children are excited for class each week to tell how they reached their health goals.

Website Migration
Our F5RC website migrated to the Riverside County system; the relaunch took place in February 2023. Staff is now being trained on how to change the content on our website.

4. Commissioner Comments

Commissioner Saruwatari asked for updates on the traction for the ECE Coalition.

Ms. Graham noted the discussion has been going on for over three years and the struggle of classes closing due to lack of staff and low wages. Staff is in discussion with RCOE to work on a pipeline that will ensure parties have access to classes that will allow them to get the units they need to access increased wages and better positions in their jobs.

Commissioner Campos commented on his attendance at the F5 Association Summit. Commissioner stated it was rather refreshing to hear all the presentations and to see all the work F5RC is doing.

Commissioner Gomez expressed how the FRC Expansion is exciting to see the work and leveraging of funds. Commissioner Gomez complimented staff for their efforts on the quadrupling in numbers due to funding from First 5 Riverside.

Commissioner Ginder commented on his attendance at the Summit and expressed “it was like drinking from a water hose” due to the wealth of information.

Commissioner Ginder commented on attending FRC Network Kick off meeting which he expressed “It was a wonderful experience to see and to highlight all the exceptional work that is happening”.

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

1. Health Assessment and Research for Communities (HARC) Presentation – Cassaundra Leier, PhD, Director of Research and Evaluation

Ms. Graham welcomed Dr. Leier to the podium and provided a brief background before the presentation.

In 2020, F5RC entered a partnership with the Department of Public Social Services to operate the County funded Family Resource Centers and the Commission committed matching funds to create a Family Resource Center Network. During the initial community engagement sessions in the 4th District, Supervisor Perez identified the need for current data and community input to inform our work going forward. HARC has completed Community Profile Reports for all 5 Districts and has created a Riverside County District Comparison Report

Dr. Cassaundra Leier presented on the Comparison data. Dr. Leier noted that Supervisor Perez was on their Board during the past eight year process. The census was instrumental in the project data as presented in the Comparison Report. Dr. Leier described HARC and gave an overview of the project including their methods and findings for the District Comparison Report. Dr. Leier discussed the next steps which are as follows; community engagement meetings in Distcrict IV and primary data collection to fill in the gaps of data HARC has missed.

A brief discussion ensued.
Commissioner Yost asked if they had opportunity to do outreach in rural incorporated areas in the County.

Dr. Leier replied every community has data for the smallest customer data platforms and they will access those areas. Data has been collected from all areas including unincorporated areas and Idywild. Mail surveys will be selected through a database. Commissioner Yost noted she can asist if needed in her area.

Dr. Leier noted the profiles provided today reflect the redistricting of 2023/2024.

Commissioner Gomez asked what the realiability of the data is.

Dr. Leier replied if data was weak it wasn't included. They will continue to ensure that they collect the number of responses needed to ensure validity.

Commisioner Perez noted he observed District I has the highest hispanic rate compared to District IV.

Dr. Leier replied data includes cities and CDPs that are clear in the individual profile reports. Census data was a key use. Dr. Leier found the bachelors degree in Distict I is lower versus poverty rate in District IV.

Commissioner Romero asked if data is accounted for permanent residency for those who have Coachella Valley as a second home versus permanent residence.

Commissioner Gomez also noted the access to internet and broadband in District IV are with folks who live within the digital divide. This is an important variable to share with Regonial providers.

Commissioenr Yost asked if primarary versus secondary residence is in data requests.

Dr. Leier explained it follows the census and census data. Secondary residence will be added to future research strategies.

Commissioner Perez asked Dr. Leier to present at RHAP Foundation as well as the Desert Healthcare District so it would help with funding streams and other services that are needed.

Commissioner Ginder thanked Dr. Leier for her presentation.

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

E. **Consent – Zachary Ginder, Chair**

1. Approve First 5 Riverside County Draft Commission Meeting Minutes **–** January 25, 2023 Session

2. **23-11:** Approve First Amendment with Riverside Temple Beth El Inc. for Quality Early Learning Infrastructure Funding From September 15, 2022 **–** December 31, 2023 **(CONTRACT NO. CF23101) [$172,038 - PROP 10 FUNDS]**

3. **23-12:** Approve Contract with Desert Recreation District for Drowning Prevention Program from March 8, 2023 **–** June 30, 2026 **(CONTRACT NO. CF23118) [$280,000 – PROP 10 FUNDS]**

Commissioner Perez moved to approve Consent Items as presented. Commissioner Saruwatari second the motion. ***Ayes****: Perez, Ginder, Yost, Britt, Saruwatari, Gomez, Romero, and Campos.* ***Motion carried unanimously.***

F. **Presentation/Action Items – Zachary Ginder, Chair and Jose Campos, Vice Chair**

1. **23:13:** Approve Third Amendment to the Restated Memorandum of Understanding with Riverside County Department of Social Services **(DPSS-0000619)** for CalWorks Home Visiting Services from July 1, 2023 **–** June 30, 2028 **[$44,558,280 – CDSS FUNDS] –** Tammi Graham, Executive Director

Ms. Graham provided an overview of the action item.

The action item approves the 3rd Amendment to the MOU with Riverside County Department of Social Services for First 5 administration of CalWORKs Home Visiting Services. The MOU was effective July 2019 and will continue through June 2028. The current project is for five years with annual maximum reimbursement of $5,292,507. These funds will become primary source for Home Visiting Services administered by First 5 partner agencies. In May, First 5 Riverside County staff will return to the Commission to seek approval of the associated contracts.

Chair Ginder noted Vice Chair Campos and Commissioner Saruwatari will not be present for action item 23-13 due to having conflicts of interest. Both Commissioners left the meeting for the duration of the discussion and vote.

Commissioner Yost moved to approve Action Item 23-13 as presented. Commissioner Britt second the motion. ***Ayes****: Perez, Ginder, Yost, Britt, Gomez, Romero.* ***Abstained:*** *Campos and Saruwatari.* ***Motion carried unanimously.***

23-14: Approve Contract with Inland Empire Community Collaborative, Inc. for The Inland Empire Children's Cabinet Project from March 8, 2023 - June 30, 2025 **(CONTRACT NO. CF23111) [$282,740 - PROP 10 FUNDS]** - Tammi Graham, Executive Direct

Ms. Graham highlighted the action item before the Commission. She reported that during the pandemic, Riverside and San Bernardino County began to develop a Children's Cabinet with backbone support from the Inland Empire Community Collaborative, INC. F5RC staff and Commissioners have actively participated to establish the first two-county children's cabinet in the nation by addressing the needs and gaps in family's ability to build a better future for children in the Inland Empire. The IECC has secured funding from private and public sector funders to support children, youth, and families to improve the ability to advance health and racial equity in our communities. F5RC staff recommends approval.

Chair Ginder noted he will not be present for the discussion of action item 23-14 due to having a conflict of interest. He turned the meeting over to Vice Chair Campos to lead the discussion and vote. Chair Ginder left the meeting and was not part of the discussion or vote. Vice Chair Campos restated for the record that Chair Ginder would not be a part of the discussion or vote of action item 23-14 due to a conflict and called for a motion.

Commissioner Gomez moved to approve Action Item 23-14 as presented. Commissioner Perez second the motion. ***Ayes****: Perez, Yost, Britt, Gomez, Campos, Romero, and Saruwatari.* ***Conflict****: Ginder.* ***Motion carried unanimously.***

G. **Future Agenda Items:**

1. F5 California Annual Report Review and Public Hearing
2. F5RC Association Policy Agenda
3. Autism Services Presention
4. F5RC Quality Start Riverside County/IMPACT Legacy Presentation
5. F5RC Annual Budget

H. **Adjournment**: Adjournment at 2:51 p.m. to the next Regular Meeting of First 5 Riverside County Children and Families Commission to be held on May 10, 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, and Clarissa Ikwuagwu – Commission Coordinator.

DRAFT

2. **23-16:** Adopt First 5 Riverside County 2023 Legislative Policy Agenda **83**

AGENDA ITEM: 23-16
DATE OF MEETING: May 10, 2023
ACTION: ☒
INFORMATION: ☐

ADOPT FIRST 5 RIVERSIDE COUNTY 2023 LEGISLATIVE POLICY AGENDA

SUMMARY OF REQUEST

Adopt the 2023 First 5 Association Policy Priorities as the First 5 Riverside County 2023 Legislative Policy Agenda and support priority bills that are in alignment with the First 5 Riverside County's Strategic Plan.

BACKGROUND

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

The Bill Tracker list is subject to modification as bills are amended or new legislation is introduced. Any additional items that are identified at a later period as relevant to First 5 Riverside County (F5RC) strategic priorities will be brought to the Executive Director for approval. Full description, author information, and current status is included in Attachment B.

The First 5 Association's 2023 Policy Priorities guide the F5RC strategic plan and aligns goal areas to include: Quality Early Learning, Comprehensive Health and Development, and Resilient Families. It also prioritizes Sustainability and Scale to ensure that First 5 commissions can continue to provide foundational infrastructure, leadership, and partnership in communities throughout California to improve outcomes for children 0-5 and their families. Achieving this goal includes exploring advanced revenue sources, which aligns with F5RC's mission in its Strategic Plan regarding procurement and

accountability to identify collaboration opportunities and innovative partnerships to maximize public funds to impact a greater number of citizens.

The 2023 First 5 Association Legislative Policy Priorities (Attachment A) falls within the guidelines set forth in the Commission's Legislative Agenda Policy adopted in May 2021 (Action #21-11).

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

RECOMMENDED ACTION

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

BUDGET IMPACT
Not applicable.

STRATEGIC PLAN RELEVANCE
All Strategic Goal Areas

POTENTIAL CONFLICTS OF INTEREST
None known.

ATTACHMENTS

A. First 5 Association 2023 Policy Priorities
B. 2023 First 5 Association Bill Tracker

2023 POLICY PRIORITIES

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

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

Policy Priorities

Resilient Families

- Ensure California families have access to relevant and effective supports in a timely manner.
- Increase family economic supports, so that families can provide stable, thriving homes in which to raise children.

Sustainability and Scale

- Secure funding to offset the impact of Proposition 31 flavored tobacco ban and declining tobacco tax revenue. This declining revenue is a threat to First 5's infrastructure and service provision for early childhood health, learning and prevention strategies.
- Promote local First 5 commissions as foundational community implementers, intermediaries, fiscal agents and thought partners for programs, policies and state initiatives that seek to improve child and family outcomes.
- Preserve existing First 5 funding.
- Preserve recent California policy achievements and state investments that will improve outcomes for young children (e.g., continuous eligibility for Medi-Cal from birth through age 5, investments in home visiting and child care).

Comprehensive Health and Development

- Support investments to advance prevention, care coordination, screenings and multi-generational supports through Medi-Cal.
- Strengthen the systems of early identification and referral to appropriate intervention services for young children.
- Seek to eliminate racial inequities in maternal and infant health outcomes, including through removing systemic barriers to care for people of color, eliminating systemically racist practices and increasing culturally relevant services for birthing people.
- Increase access to community-based Infant and Early Childhood Mental Health (IECMH) programs that effectively prevent and respond to trauma, promote resilience and identify concerns early.
- Secure increased investments in the IECMH workforce to create a robust network of trained providers.

Quality Early Learning

- Stabilize, strengthen and scale early care and learning opportunities, with a focus on infant and toddler care.
- Promote equitable access and affordability across the mixed delivery system – system strengthening, workforce and quality improvement support to promote nurturing relationships between providers, caregivers and children.

2023 First 5 Association Bill Tracker
Updated: April 4, 2023
Questions? Contact Courtney Armstrong at courtney@first5association.org

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

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

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

Bills with Recommended Positions

Bill Number	Author	Description	Position
AB 596	Reyes	**Early childhood: childcare and education.** This bill would transition providers to a single cost based reimbursement rate, suspending family fees until an equitable sliding scale is established and funding providers using an enrollment based contract earning mechanism. Companion bill to SB 380 (Limón). Fact Sheet	ECE bill – suggestsupport
AB 608	Schiavo	**Medi-Cal: comprehensive perinatal services.** AB 608 will:1) Extend the Comprehensive Perinatal Services Program to cover the full year duration of postpartum eligibility for Medi-Cal beneficiaries. 2) Requires DNCS and DPH to determine the extent of additional benefits to provide adequate postpartum care. 3) Requires DHCS to seek federal approval for in-home visits for perinatal health workers as part of the Comprehensive Perinatal Services Program. 4) Makes certain provisions of AB 1930 contingent on appropriations, Fact Sheet	Support
AB 679	Wicks	**Family daycare homes: meals: reimbursement rates.** This bill would increase the reimbursement rate for meals served in family daycare homes to be 100 percent of the eligible meals served, instead of 75 percent. Fact Sheet	Support
SB 380	Limón	**Childcare: rate reform.** This bill would transition providers to a single cost based reimbursement rate, suspending family fees until an equitable sliding scale is established and funding providers using an enrollment based contract earning mechanism. Companion bill to AB 596 (Reyes). Fact Sheet	ECE bill – suggest support
SB 608	Becker	**Child health and safety: "Have a Heart, Be a Star, Help Our Kids" license plate program.** This bill increases the fees for issuance and renewal of "Have a Heart, Be a Star, Help our Kids" (Kids' Plate) license plates and revise allocation of funds derived from that program. This bill reduces the percentage provided to the California Department of Social Services (CDSS) Community Care Licensing (CCL) Division and increases the allocation of funds to childcare safety and health and First 5 county commissions. Background	Support

Watch List

Bill Number	Author	Description	Position
AB 51	Bonta	**Universal early care.** AB 51 would require that an extended learning opportunity program serving transitional kindergarten pupils be developmentally appropriate for pupils in transitional kindergarten. This bill contains other existing laws.	Watch
AB 85	Weber	**Social determinants of health: screening and outreach.** The bill would require a health care service plan or health insurer to provide primary care providers with adequate access to community health workers in counties where the health care service plan or health insurer has enrollees or insureds, as specified. The bill would authorize the respective departments to adopt guidance to implement its provisions. Because a violation of the bill's requirements by a health care service plan would be a crime, the bill would impose a state-mandated local program. The bill would make social determinants of health screenings a covered benefit for Medi-Cal beneficiaries and would require the State Department of Health Care Services to provide reimbursement for those screenings. This bill contains other related provisions and other existing laws.	Watch
AB 228	Wilson	**Infant formula stockpile.** This bill would require the State Department of Public Health to create a program that creates a strategic stockpile of infant formula including policies surrounding procurement and distribution. The bill would also create an Advisory Board for oversight. Fact Sheet	Watch Amended, same content
AB 274	Bryan	**CalWORKs: CalFresh: eligibility: income exclusions.** This bill would exempt any grant, award, scholarship, loan, or fellowship benefit provided to any assistance unit member for educational purposes from consideration as income for purposes of determining CalWORKs eligibility or grant amounts. The bill would also require the State Department of Social Services to exercise a federal option to exclude, for purposes of calculating a household's income under CalFresh, any type of income that the department excludes when determining eligibility or benefits for CalWORKs. This bill would require the department to implement these provisions through an all-county letter or similar instruction until regulations are adopted. By expanding the scope of eligibility for CalWORKs and CalFresh, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws.	Watch
AB 372	Nguyen	**Affordable childcare.** AB 372 expanding access to subsidized childcare for individuals enrolled in these high-quality career pathways. Fact Sheet	Watch ECE
AB 441	Haney	**Earned Income Tax Credit.** AB 441 would authorize the Franchise Tax Board (FTBO to distribute annual tax credit payments of the California Earned Income Tax Credit (CalETC), Young Child Tax Credit (YCTC) and Foster Youth Credit (FYC) in advanced monthly payments. Fact Sheet	Watch Amended
AB 518	Wicks	**Paid family leave.** This bill would expand eligibility for benefits under the paid family leave program to include individuals who are chosen or extended family. Press Release Fact Sheet	Watch

Bill Number	Author	Description	Position
AB 531	Irwin	**Veterans Housing and Homeless Prevention Bond Act of 2024.**This bill would enact the Veterans Housing and Homeless Prevention Bond Act of 2024 to authorize the issuance of bonds in an amount not to exceed $600,000,000 to provide additional funding for the VHHPA. The bill would provide for the handling and disposition of the funds in the same manner as the 2014 bond act.	Watch Vehicle for the Gov.'s MHSA plan
AB 555	Carrillo	**California state preschool programs.** AB 555 will update existing preschool guidelines by (1) prioritizing three-year-olds as the same priority as four-year-olds, lowest income first, (2) providing equitable supports for three- and four-year olds who need additional support, and (3) providing the same LEA facility flexibilities to classrooms serving three-year olds that are currently allowed for four-year olds. (4) ensuring programs have funding within their contract to address situations where children need multiple supports and (5) funding CSPP based on enrollment rather than attendance. Fact Sheet	Watch ECE
AB 557	Hart	**Open meetings: local agencies: teleconferences.** AB 557 eliminates the January 1, 2024 sunset on the provisions of the Brown Act that provided additional flexibility for local agencies looking to meet remotely during an emergency while still maintaining public access and transparency. Fact Sheet	Watch Individual boards can take a position
AB 575	Papan	**Paid family leave.** AB 575 would extend paid family leave to individuals in relation to an individual's spouse, domestic partner, child or parent on active duty in the Armed Forces of the United States.	Watch
AB 681	Schiavo	**Childcare.** AB 681 would require state entities to prioritize an unspecified number of child care businesses for state procurement contracts and provide an unspecified percentage of bid preference to companies who's business activities relate to childcare.	Watch ECE and still spot bill
AB 935	Connolly	**Tobacco sales: phased tobacco ban.** This bill would implement a phased tobacco ban by prohibiting a tobacco retailer, as defined, from selling tobacco products, as defined, to any person born on or after January 1, 2007. This bill does not punish or criminalize anyone who was born after 2007 from purchasing tobacco products. Fact Sheet	Watch
AB 1015	Calderon	**Diaper and wipe distribution grant program.** The bill would authorize the State Department of Social Services to meet that requirement by expanding the Diaper Bank Program, to be offered to all 58 counties, or through other means necessary to meet the requirement. This bill contains other related provisions.	Watch
AB 1038	Reyes	**California state preschool programs: expulsion.** AB 1038 would modify the existing requirement that all citations or civil penalties imposed on a child daycare facility that presents evidence that the facility was in the process of complying with certain suspensions or expulsion processes by requiring all citations or civil penalties to be withdrawn by CDSS within 30 days. Fact Sheet	Watch ECE

Bill Number	Author	Description	Position
AB 1057	Weber	**California Home Visiting Program.** This bill would provide more flexibility in home visiting by allowing more flexibility in the federally approved home visiting model, supplement existing home visiting with more mental health support and training, and provide local jurisdictions the opportunity to submit alternative public health nursing model that prioritizes the unique needs of the individuals in that jurisdiction. Fact Sheet	Watch
AB 1123	Addis	**Fair Parental Leave Act.** This bill would require the California State University (CSU) to grant an employee a leave of absence with pay for one semester of an academic year following the birth of a child of the employee or the adoption or foster care of the child by the employee. Fact Sheet.	Watch
AB 1128	Santiago	**Personal Income Tax Law: young child tax credit: qualifying child.** This bill would remove the requirement that a qualifying child has to be younger than 6 years of age as of the last day of the taxable year. By increasing the payments from the Tax Relief and Refund Account, a continuously appropriated fund, the bill would make an appropriation. This bill contains other related provisions and other existing laws. Fact Sheet	Watch
AB 1192	McCarty	**Transitional kindergarten.** Existing law requires a school district or a charter school, as a condition of receipt of apportionment for pupils in a transitional kindergarten program, to ensure that, among other things, in the 2025–26 school year, and in each school year thereafter, a child who will have their 4th birthday by September 1 is admitted to a transitional kindergarten, as provided. This bill would make a nonsubstantive change to this law.	Watch TK and ECE
AB 1202	Lackey	**Medi-Cal children's health care standards.** Requires DHCS to conduct an analysis to identify the number of Medi-Cal providers needed to ensure adequate access to children's health care services**.**	Watch
AB 1245	McCarty	**Community colleges: childcare providers: fee waivers.** This bill would require community college districts to waive the fees of students who are employed as childcare providers, as defined, at the time of enrollment.	Watch ECE
AB 1352	Bonta	**Childcare: statewide pilot policies: individualized county childcare subsidy plans.** This bill would require the establishment of a statewide childcare pilot subcommittee of the workgroup and would specify the membership. The bill would require the subcommittee to propose, evaluate, and collect evidence to support the creation of statewide pilot policies for childcare and child development programs by the State Department of Education and the State Department of Social Service (the departments), as provided. The bill would require the subcommittee, or a consultant on their behalf, to submit proposals to create new statewide pilot policies to the departments. The bill would authorize the statewide pilot policies to supersede state law with respect to specified factors. The bill would establish a process for the departments to approve, respond, or deny the proposal, as provided. This bill contains other related provisions and other existing laws.	Watch ECE

Bill Number	Author	Description	Position
AB 1481	Boerner Horvath	**Medi-Cal: presumptive eligibility.** AB 1481 would expand presumptive eligibility for pregnant women to all pregnant people, renaming the program "Presumptive Eligibility for Pregnant People" (PE4PP). The bill would make a presumptively eligible pregnant person eligible for coverage for all medical care, services, prescriptions, and supplies available under the Medi-Cal program, except for inpatient services and institutional long-term care.	Watch
AB 1701	Weber	**Black infant health: California Perinatal Equity Initiative.** This bill would add city health departments to the up to 15 county health departments that could receive funding to fill gaps in service from the State Department of Public Health for the Black Infant Health Program.	Watch
SB 238	Wiener	**Child and youth mental health denial reviews**. Requires that health plan denials of care for mental health disorders for youth ages 0-26 are automatically reviewed. Fact sheet	Watch
SB 242	Skinner	**California Hope, Opportunity, Perseverance, and Empowerment (HOPE) for Children Trust Account Program.** This bill would, to the extent permitted by federal law, prohibit funds deposited and investment returns accrued in a HOPE trust fund account from being considered as income or assets when determining eligibility and benefit amount for any means-tested program until an eligible youth withdraws or transfers the funds from the HOPE trust fund account, as specified. To the extent this bill would expand county duties, the bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. Press Release Fact Sheet	Watch
SB 299	Eggman	**Medi-Cal eligibility: redetermination.** SB 299 would delete the requirement that county eligibility workers automatically terminate a beneficiary's Medi-Cal coverage when mail is returned to the county as undeliverable. Fact Sheet	Watch
SB 318	Ochoa Bogh	**"2-1-1" infrastructure act.** This bill would require the department to establish, develop, implement, and administer the 2-1-1 Support Services Grant Program. The bill would require the department to allocate 85% of funds for grants to fund core activities of 2-1-1 agencies, including, among others, contact handling, as specified, and improving the statewide ability to manage resource and user needs data to support data sharing and delivery to health systems, government agencies and other key partners, and shared capacity for analytics and systems. The bill would also require the department to allocate 15% of funds to create a Statewide Innovation Program for the purpose of collective 2-1-1 statewide network coordination with a focus on, among others, building shared strategies and project management of state and regional initiatives and related information and services, and scaling up and assisting with the operations of 2-1-1 services in specified rural counties. Fact sheet.	Watch

Bill Number	Author	Description	Position
SB 326	Eggman	**Mental Health Services Act.** This bill would require a county, for a behavioral health service eligible for reimbursement pursuant to the federal Social Security Act, to submit the claims for reimbursement to the State Department of Health Care Services under specific circumstances. By imposing a new duty on local officials, this bill would create a state-mandated local program. The bill would make findings that it clarifies procedures and terms of the Mental Health Services Act.	Watch Vehicle for the Gov.'s MHSA plan
SB 424	Durazo	**California Children's Services Program.** SB 424 will protect low-income families from catastrophic health care costs, by aligning CCS eligibility with the cost-sharing limits for Silver Plans under the Affordable Care Act, enabling families whose children have CCS-eligible conditions to receive financial assistance with out-of-pocket costs; □ Maintain the "Whole Child Model Program" now in place in designated counties, but preserve the "Classic" CCS Program in all other counties where it currently operates; □ Require that the CCS Program adjust reimbursement rates for the specialty doctors who treat CCS patients to account for medical inflation; □ Provide grants to CCS special care centers and hospitals that treat CCS patients to sustain access, and; □ Cover high-cost specialty drugs at the same rate regardless of whether the drug is provided on an in-patient or out-patient basis. Fact Sheet	Watch
SB 521	Smallwood-Cuevas	**CalWORKs: pregnancy- or parenting-related accommodations.** This bill would add denial of reasonable accommodations for pregnant or parenting students, in violation of Title IX, to the list of conditions that may be considered good cause for excuse from participation in welfare-to-work activities. This bill contains other related provisions and other existing laws. Fact Sheet	Watch
SB 533	Limón	**Income taxes: credit: childcare.** This bill would state the intent of the legislature to enact legislation that would allow a credit against those taxes for businesses that provide childcare.	Watch

Bill Number	Author	Description	Position
SB 635	Menjivar	**Early education and childcare.** This bill would require a California state preschool program and a child care and development program to, with consent from parents or legal guardians, screen each enrolled child who is 0 to 5 years of age, inclusive, with an Ages and Stages Questionnaire, and to report the information from the screening to the State Department of Education or State Department of Social Services, respectively. The bill would require the program to refer the child's family to the appropriate regional center or other intervention service if the screening shows a need for services, and would, subject to an appropriation by the Legislature, provide specified funding for the programs in supporting the administration, referral, and coordination of families to services. The bill would require the State Department of Education and the State Department of Social Services to establish a centralized billing point to draw down federal funding to pay for the costs of providing the screening, and to work with the State Department of Developmental Services, the State Department of Health Care Services, and the Office of the Surgeon General to establish memoranda of understanding and referral pathways to ensure identified children are receiving any needed intervention services, as specified. This bill contains other related provisions and other existing laws. Fact Sheet	Watch First 5 CA Bill

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]** **94**

AGENDA ITEM: 23-17
DATE OF MEETING: May 10, 2023
ACTION: ☒
INFORMATION: ☐

APPROVE AND RATIFY THE ACCEPTANCE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDING ALLOCATED FROM THE COUNTY OF RIVERSIDE FOR THE EARLY CARE & EDUCATION RECOVERY FUND [$8,000,000 – REVENUE – FEDERAL ARPA FUNDS]

SUMMARY OF REQUEST

Approve and ratify the acceptance of American Rescue Plan Act of 2023 (ARPA) funding in the amount of $8,000,000 for the Early Care & Education Recovery Fund.

BACKGROUND

January 24, 2023: The County of Riverside Board of Supervisors authorized the additional funding and budget adjustments for the Early Care & Education (ECE) Recovery Fund (25820) to stabilize and expand availability of ECE support to the workforce, an allocation of $8,000,000 in federal funding under the American Rescue Act.

The $8,000,000 ECE Recovery Fund would be distributed as follows:

- $8,000,000 to the ECE Workforce through one-time payments for current staff that qualified for total wage enhancement from first installment of ARPA funds. This funding will be disbursed to the ECE Workforce from First 5 Riverside County utilizing an existing payment processing structure.
- The ECE Recovery Fund will continue to support the retention of the childcare workforce in alternative payment settings.

Riverside County is home to 434,174 children under 14 years old. Based on the Riverside County Zip Code Priority Report, 43 percent (185,850) of these children are eligible for subsidized childcare, yet only 11 percent are being served. Even if there were enough subsidies for each eligible child, in a county of nearly 2.5 million residents, there are not enough teachers or facilities to meet the growing demand for licensed childcare. The need to expand childcare services has been identified by the County's Economic Recovery

Task Force as one of the top issues holding back the full recovery of our workforce and therefore hampering economic recovery.

RECOMMENDED ACTION

That the Commission:

1. Approve and ratify the acceptance of American Rescue Plan Act (ARPA) funding in the amount of $8,000,000 for the Early Care & Education Recovery Fund.

2. Authorize the Executive Director to execute the necessary contracts, documents, budget adjustments, and other necessary actions to implement the ARPA funding on behalf of the County, subject to approval by County Counsel as to form including contracts that support the ECE Recovery Fund, including modifications of the statement of work that stay within the intent of said contract and potential project period extension without requiring further action from the Commission.

BUDGET IMPACT

On January 25, 2023, revenue was allocated to the ARPA fund (25820) in FY 22/23 budget and any remaining budget will be included in the proposed FY 23/24 budget (938001-25820-763520, 527780, and 527980). Revenue is recognized weekly after expenditures have been booked in the general ledger.

STRATEGIC PLAN RELEVANCE

Priority Area 1:
Goal 1: Quality Early Learning – Children, birth through age 5, benefit from high quality early education, early intervention, family engagement, and support that prepares all children to reach their optimal potential in school and life.

POTENTIAL CONFLICTS OF INTEREST

None

ATTACHMENTS

1. Attachment 1: Action Item 3.9_ID#20897_Form11_2nd Round ARPA Funding_1.24.2023

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ITEM: 3.9
(ID # 20897)
MEETING DATE:
Tuesday, January 24, 2023

FROM : FIRST 5 RIVERSIDE COUNTY:

SUBJECT: RIVERSIDE COUNTY CHILDREN & FAMILY COMMISSION, FIRST 5 RIVERSIDE: Authorize additional funding and budget adjustment for the Early Care & Education (ECE) Recovery Fund to stabilize and expand availability of ECE to support the workforce; All Districts. [$8,000,000; 100% Federal American Rescue Plan Act Funds] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the allocation of $8,000,000 in federal funding under the American Rescue Plan Act of 2021 (ARPA) for continuation of the Early Care & Education Recovery assistance to support COVID-19 response and economic recovery within Riverside County to be administered by First 5 RIVERSIDE COUNTY;
2. Authorize the Auditor Controller to Make Budget Adjustments as Detailed in Attached First 5 Riverside County's Schedule A budget fund (25820) allowing continued separate tracking of funds;
3. Authorize the Executive Office to allocate the funds and take any action needed to assure proper expenditure, monitoring and reporting of the allocated funds; and
4. Limit eligibility for the 2nd installment ARPA childcare funding allocation to ECE workforce applicants approved through the two-step application process, and who received wage enhancement in 2022 and continue to work in the ECE field in 2023, working directly with children in licensed centers and licensed family childcare homes in Riverside County, serving children enrolled in subsidized Early Care and Education programs that are not local education agencies or head start agencies.

ACTION:4/5 Vote Required, Policy

Tammi Graham
Tammi Graham, EXECUTIVE DIR FOR CFC, FIRST FIVE 12/20/2022

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$8,000,000	$ 0	$ 8,000,000	$ 0
NET COUNTY COST	$0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: 100% Federal American Rescue Plan Act (ARPA) Funding			**Budget Adjustment:** Yes	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 11, 2021, President Biden signed the American Rescue Plan Act (ARPA) of 2021 (H.R. 1319) in to law. The $1.9 trillion package is intended to combat the COVID-19 pandemic, including the public health and economic impacts.

As part of the $362 billion in federal fiscal recovery aid for state and local governments, $65.1 billion is provided in direct aid to counties. Riverside County's share of the American Rescue Plan funding is $479,874,599, of which the first installment of $239,937,299 was received on May 10, 2021, and the second installment in the same amount was received on June 6, 2022. The funds must be obligated by December 31, 2024 and expended by December 31, 2026.

An initial recommended allocation plan was provided to the Board for discussion at the October 4, 2022 Board meeting (Item 3.44), prior to issuance of the Interim Final Rule.

As with the first year allocation, the ARPA 2nd installment funding allocation established general fund categories, and individual projects. This allocation sets aside county-wide ARPA funding for the following:

- County Departments Response - $18 million: The funding will support departmental pandemic response and county-wide efforts to bolster resiliency.
- Emergency Resilience/Shelters - $10 million: The funding will support the expansion of the emergency shelter system at a county-wide level. The County has greatly expanded its emergency shelter capacity through Project Room Key and the deployment of $30 million in one-time HUD funding for emergency shelter related services. With funding for both projects set to expire this year, the proposed allocation is critical to continue providing sheltering services.

- Economic Recovery - $8 million: This funding will support county-wide impacted industries, such as regional tourism recovery, business ecosystem support, and small business incubator programs.
- Child Care - $8 million: The funding will support Early Care and Education (ECE) for workforce retention and recruitment and provide a second year of funding subsidy as a bridge until the State increases reimbursement rates.
- Workforce Development $5 million: This funding category supports the expansion of transitional job programs, expanded nursing programs, and other various apprenticeship programs and training initiatives to support both private and public sector career pathways.

Through the investment plan proposed herein, First 5 Riverside County and the Executive Office are recommending that ARPA funds be used to help 'bridge' the divide until additional State and Federal investments are made to provide a sustainable long-term appropriate funding stream. Additional funding for the Early Childhood Education Recovery Fund will support the resilience of the overall economy by allowing more parents to access early care and education (childcare) so that they are able to return to work after experiencing the negative impacts of COVID-19 within Riverside County. These funds are intended to leverage federal, state, and municipal investments in ECE to maximize all available resources to begin to mitigate the childcare desert that exists in Riverside County.

Riverside County is home to 434,174 children under 14 years old. Based on the Riverside County Zip Code Priority Report, 43 percent (185,850) of these children are eligible for subsidized childcare, yet only 11 percent are being served. Even if there were enough subsidies for each eligible child, in a county of nearly 2.5 million residents, there are not enough teachers or facilities to meet the growing demand for licensed childcare. The need to expand childcare services has been identified by the County's Economic Recovery Task Force as one of the top issues holding back full recovery of our workforce, and therefore hampering economic recovery.

The need for increased State and Federal funding for childcare is broadly recognized, and there are legislative efforts underway to increase funding at the State and Federal levels. These legislative initiatives are essential to increasing on-going funding streams to be able to expand the workforce in this critical sector.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

The $8,000,000 ECE Recovery Fund would be distributed as follows:

- $8,000,000 to the ECE Workforce through one-time payments for current staff that qualified for total wage enhancement from first installment of ARPA funds. This funding will be disbursed to the ECE Workforce from First 5 Riverside County utilizing an existing payment processing structure.

Impact on Residents and Businesses

Early Childhood Education providers operate as small businesses. Therefore, this allocation will also support the recovery of the small business sector. These funds will support the urgent need for recruitment and retention of the ECE teachers and providers who contribute to the revitalization of Riverside County's economy.

ATTACHMENTS:

1. ARPA 2nd Installment Infographic
2. Schedule A

Heydee Koury
Heydee Koury, Sr Accountant - Auditor 12/22/2022

Brianna Lontajo
Brianna Lontajo, Principal Management Analyst 12/27/2022

Ronak Patel
Ronak Patel, Deputy County Counsel 12/20/2022

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]** **101**

AGENDA ITEM: 23-18
DATE OF MEETING: May 10, 2023
ACTION: ☒
INFORMATION: ☐

**APPROVE CONTRACT WITH
EARLY QUALITY SYSTEMS, LLC
DBA HUBBE, INC. (Contract No. CF23123) FOR
COMMON DATA FIELD REPORTING
FROM MAY 10, 2023 – DECEMBER 31, 2023
[$18,000 – PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve (Contract No. CF23123) with Early Quality Systems (EQS), LLC DBA Hubbe, Inc. (formally known as iPinwheel) for an amount not to exceed $18,000, effective May 10, 2023 – December 31, 2023. Approval of this contract supports and enhances functionality to First 5 Riverside County's existing Hubbe database for Quality Start – Quality Rating and Improvement System (QRIS) Common Data Field collection requirements submitted to First 5 California.

BACKGROUND

Hubbe, Inc. staff will support in training staff, creating outcome reports, perform quality assurance checks on the Quality Start data and assist with reporting the Common Data Field report to First 5 California. First 5 Riverside County requires support to comply with First 5 California reporting requirements.

Early Quality Systems (EQS), LLC DBA Hubbe, Inc. hosts the database for Quality Rating and Improvement System, IMPACT program. Hubbe, Inc. tracks, measures, stores, and reports the data needed to successfully implement the Quality Start Program. Hubbe, Inc. reduces the burden of managing large-scale, complex, multi-tiered QRIS initiatives with a proven and secure HIPPA Compliant web-based system.

RECOMMENDED ACTION

That the Commission:

1. Approve Contract No. CF23123 with Early Quality Systems, LLC DBA Hubbe, Inc., effective May 10, 2023 – December 31, 2023, for an amount not to exceed $18,000, 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. CF23123, on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract and potential project period extension without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation has been included in the proposed FY 22/23 budget (938001-25800-92950-525440).

STRATEGIC PLAN RELEVANCE

Goal: 1 Quality Early Learning

POTENTIAL CONFLICTS OF INTEREST

None known.

ATTACHMENTS

1. HUBBE, Inc. Contract No. CF23123 and Scope of Work

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. CF23123

Riverside County Children and Families Commission
and
Early Quality Systems Inc.

This Contract for Professional Services is made and entered into by and between the Riverside County Children and Families Commission ("RCCFC") aka First 5 Riverside County and Early Quality Systems Inc. ("CONTRACTOR"). The parties hereto mutually agree as provided herein, including Exhibits "A and B" attached hereto and incorporated herein by reference.

1. **PROJECT**: CONTRACTOR shall perform services for the RCCFC as stated in Exhibits A and B and incorporated into this contract. CONTRACTOR shall perform these services in a complete, skillful, and professional manner. CONTRACTOR shall not provide any services which shall cause RCCFC to incur additional costs beyond those stated in this Contract without the proper advance written consent of RCCFC.

2. **TIME FOR PERFORMANCE**: The project shall begin on **05/10/2023** and shall be completed on or before **12/31/2023**, or at such other time as is mutually agreed upon in writing by RCCFC and CONTRACTOR as provided herein.

3. **COMPENSATION**: The total amount of compensation to be paid to CONTRACTOR for the services to be provided pursuant to this contract (including any and all costs incurred by CONTRACTOR) shall not exceed EIGHTEEN THOUSAND DOLLARS **($18,000)** for this contract.

4. **TERMINATION**: This contract may be terminated by CONTRACTOR or RCCFC, for no cause, with a thirty (30) days written notice to the other party, as provided herein. In addition, it is mutually agreed and understood that the obligation of RCCFC is limited and contingent upon the availability of Proposition 10 funds for payment to CONTRACTOR; and that this contract may be immediately terminated by RCCFC if funds are no longer available. In the event RCCFC abandons or postpones the project, or terminates the project for lack of funds, then RCCFC shall make payment for all services provided by CONTRACTOR to the date of written notice of termination.

5. **LICENSES: COMPLIANCE WITH LAWS**: CONTRACTOR, including its employees and agents, shall maintain all licenses required by law or regulation while performing services under this contract. CONTRACTOR shall at all times comply with all laws and regulations applicable to the services provided pursuant to this contract.

6. **CONFIDENTIALITY**: CONTRACTOR shall maintain the confidentiality of information, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any individual person and which shall be used only for carrying out the obligation of CONTRACTOR under this contract. CONTRACTOR shall not disclose any information, except as specifically permitted by this contract. CONTRACTOR shall observe all Federal, State, County and RCCFC regulations concerning confidentiality of records.

7. **CONFLICT OF INTEREST**: The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will

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

8. **WORK PRODUCT**: All reports, preliminary findings or data assembled or compiled by CONTRACTOR under this Agreement shall become the property of RCCFC. RCCFC reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without the prior, written authorization from the RCCFC.

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

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

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

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

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

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

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

D. General Insurance Provisions - All lines:

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

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

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

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

5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR	**RCCFC**
Early Quality Systems Inc.	First 5 Riverside County
Claire Crandall	Tammi Graham, Executive Director
11956 Bernardo Plaza Drive Suite 406	585 Technology Court
San Diego, CA 92128	Riverside, California 92507

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

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

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

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

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

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

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

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

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

Early Quality Systems Inc.

By:_____
Claire Crandall, Director of Operations and Authorized Signatory

Date: _____

Riverside County Children and Families Commission

By:_____
Tammi Graham, Executive Director

Date:_____

Attest:

By:_____
Lynn M. Stephens, Executive Assistant IV

Date:_____

Approved as to Form Signature:

By:_____
Kristine Bell-Valdez
Supervising Deputy County Counsel

Date:_____

EXHIBIT A

SCOPE OF SERVICE
Reporting Support & Training

CONTRACTOR shall, under the direction of the Executive Director of the Riverside County Children and Families Commission, or designee, provide services in accordance with, but not limited to, the specifications and scope of work identified in the Scope of Service in this Exhibit.

Deliverable	Description	Timeline	Price Quote
1. CDF Data Quality Checks	The Hubbe Inc. data specialist staff will review data for all Riverside County sites and perform quality assurance checks on the data. **Up to 40 hours X $150.00 per hour = $6,000.00**	April 2023 – July 2023	**$6,000.00**
2. CDF Data Collection Training	The Hubbe Inc. data specialist staff will provide extended training support, as needed, to the Riverside County coaches and managers regarding CDF data collection in the field. **Up to 40 hours X $150.00 per hour = $6,000.00**	Annual Maintenance Fee	**$6,000.00**
3. CDF Data Collection Services	The Hubbe Inc. data specialist staff will work with Riverside County center-based providers to support the completion of the CDF Wizard and/or to support the collection of child-level data I excel to import into the Quality Start Riverside County data system to meet CDF data collection requirements. **Up to 40 hours X $150.00 per hour = $6,000.00**	As Needed	**$6,000.00**
4. CDF Data Report Submittal	The Hubbe Inc. data specialist staff will prepare the CDF Data for submittal to First 5 CA, or work with First 5 Riverside County staff to ensure the data is ready to successfully be submitted to First 5 CA. **No Charge – Part of the Current Contract**	As Needed	No Additional Charge
5. Materials and Resources	Hubbe Inc. will provide video tutorials and downloadable PDF instructions in English and Spanish (for FCCH Providers) for Riverside county staff in support of all aspects of the CDF Data Collection. **No Charge – Part of the Current Contract**		No Additional Charge
GRAND TOTALS:		**Not to Exceed $18,000.00**	

EXHIBIT B
PAYMENT PROVISIONS

CONTRACTOR shall be compensated for services rendered pursuant to this contract as follows. Total payments shall not exceed EIGHTEEN THOUSAND DOLLARS **($18,000)** dollars for this contract.

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

1. Payment shall be made in accordance with satisfactory completion of the Milestones below and upon receipt of an acceptable invoice to include:
    a. Contractor's name, address, contract number, an assigned invoice number, supporting documentation (if applicable), and payment amount due.

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

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]** **113**

AGENDA ITEM: 23-19
DATE OF MEETING: May 10, 2023
ACTION: ☒
INFORMATION: ☐

APPROVE SECOND AMENDMENT WITH EARLY QUALITY SYSTEMS, LLC DBA HUBBE, INC. (Contract No. CF22138) FOR WORKFORCE WEB-BASED DATA SYSTEM PORTAL FROM SEPTEMBER 27, 2021 – JUNE 30, 2024 [$158,731 – ARPA FUNDS]

SUMMARY OF REQUEST

Approve second amendment (Contract No. CF22138) with Early Quality Systems, LLC DBA Hubbe, Inc. for an amount not to exceed $158,731, effective September 27, 2021 – June 30, 2024. Approval of this second amendment increases the project budget from $149,054 to $158,731 and extends the project period to June 30, 2024 for continued access to the Hubbe database for Early Care and Education (ECE) Workforce data collection, reporting, auditing, and management in customized modules.

BACKGROUND

First 5 Riverside County continues to support the early care and education workforce through the administration of wage enhancement payments. Approval of this request will allow the continued use of the Hubbe database, which interfaces with County systems. The Hubbe database automates administration of the orderly disbursement of the allocated American Rescue Plan Act funds to the ECE workforce and collects vital data to inform the County and Commission on current and future investments.

September 27, 2021 (Action Item 21-38): Authorized contract with Early Quality Systems, LLC (EQS) DBA Hubbe, Inc. to add functionality to First 5 Riverside County's existing Hubbe database (iPinwheel) for Early Care and Education Workforce data collection and management in customized modules.

RECOMMENDED ACTION

That the Commission:

1. Approve second amendment to Contract No. CF22138 with Early Quality Systems, LLC DBA Hubbe, Inc. for an amount not to exceed $158,731, effective September 27, 2021 – June 30, 2024, in substantially the same form as the draft First Amendment to Contract No. CF22138 attached hereto 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. CF22138, on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation has been included in the proposed FY 23/24 budget (938001-25820-92950-525440).

STRATEGIC PLAN RELEVANCE

Goal: 1 Quality Early Learning

POTENTIAL CONFLICTS OF INTEREST

None known.

ATTACHMENTS

1. EQS HUBBE Second Amendment CF22138 Contract

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
PROFESSIONAL SERVICE CONTRACT
SECOND AMENDMENT

CONTRACTOR: **Early Quality Systems LLC, DBA Hubbe Inc.**

RCCFC Award: **CF22138** (ECE Wage Enhancement)

Address: **11956 Bernardo Plaza Drive, Suite 406, San Diego, CA 92128**

WHEREAS, the Riverside County Children and Families Commission, also known as "First 5 Riverside" ("Commission") and **Early Quality Systems LLC, DBA Hubbe Inc.** ("Contractor") entered into a Contract for Professional Services, RCCFC Award no. **CF22138** (the "Contract") for the provision of services.

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

A. The first page of the Contract shall be amended to reflect the funding periods as listed below:

Revised Contract Term:	09/27/2021 – 06/30/2024
Revised Contract Reimbursable Amount:	$158,731

B. Attachment A-2. Scope of Service is added as outlined in Attachment A-2 and is attached hereto. Attachment A is deleted in its entirety.

C. All changes to this Contract referenced herein shall supersede the comparable sections within the Contract. All other terms and conditions of the Contract shall remain in full force and effect.

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

Early Quality Systems LLC, DBA Hubbe Inc.:

By: _____

Claire Crandall, Director of Operations
Authorized Signatory

Date: _____

Riverside County Children and Families Commission:

By: _____

Tammi Graham
Executive Director

Date: _____

ATTEST:

By: _____

Lynn M. Stephens
Executive Assistant IV

Date: _____

APPROVED AS TO FORM:

_____

Kristine Bell-Valdez,
Supervising Deputy County Counsel

Date: _____

EXHIBIT A-2

SCOPE OF SERVICE
Contract No. CF22138

CONTRACTOR shall, under the direction of the Executive Director of the Riverside County Children and Families Commission, or designee, provide services in accordance with, but not limited to, the specifications and Scope of Service attached hereto and incorporated herein by reference.

Deliverable	Description	Timeline	Cost Schedule
1. Hosting of an ECE Workforce Initiative Web-Based Data System	Early Quality Systems, LLC will host a secure and fully managed iteration of Hubbe for the purposes of the ECE Workforce Retention and Recruitment Initiative for Riverside County at: https://riversideeceworkforcerecovery.ecehubbe.org/.	Annual Data System License and Hosting Fee	$52,000.00
2. Web Services Nightly Data Synchroniza-tion	EQS will maintain a web service for synchronizing data between the Riverside County Controller's fiscal data system and the Riverside County ECE Workforce Initiative Data System on a nightly basis.	Annual Maintenance Fee	$1,800.00
3. Customized Software Development	• EQS staff will develop customized charts and reports, based on Riverside County requirements, to ensure a robust and thorough initiative reporting functionality. • EQS staff will remain involved throughout the duration of the program to collect system requirements as needed. System requirements will be documented and developed by EQS engineers as needed to ensure the program is implemented and managed in a manner that ensures successful implementation and adequate documentation. • EQS will make any necessary customized changes to the Hubbe-PeopleSoft automated DAT file transfer protocols necessary to update the data sharing processes with any changes to the program for 2022-23. EQS engineers will also provide technical assistance in making back-end corrections to data as needed to ensure DAT file data quality.	As Needed	$9,677.00 *(10 days of software development by 2 EQS engineers)*
4. Training and Technical Assistance	• Early Quality Systems will train all Riverside County ECE Workforce Initiative staff, differentiated by role, on all aspects of the system necessary to effectively implement the program. Training schedule to be provided by Riverside County to ensure the dates and times are coordinated to meet the needs of the program team.	As Needed	No Additional Charge

5. Materials and Resources	• Agency Application video tutorial and downloadable PDF instructions in English and Spanish (for FCCH Providers) • Stipend Management System downloadable PDF Instructions • Downloadable PDF Instructions for adding new agencies/sites/sessions manually into the data system when bypassing the application portal and web services for Riverside QCC data.	As Needed	No Additional Charge

2023-24 Deliverables	Description	Timeline	Price Quote
1. Hosting of an ECE Workforce Initiative WebBased Data System	Hubbe Inc. will continue to host a secure and fully managed iteration of Hubbe for the purposes of having the system/the data available for any county audits of the ECE Workforce Retention and Recruitment Initiative for Riverside County that ended in June 2023: https://riversideeceworkforcerecovery.ecehubbe.org/.	Annual Data System License and Hosting Fee	**No Cost – Hosting is for county auditing purposes only**
2. Web Services Nightly Data Synchronization	EQS will maintain a web service for synchronizing data between the Riverside County Controller's fiscal data system and the Riverside County ECE Workforce Initiative Data System on a nightly basis.	Annual Maintenance Fee	**NA** **Audit year only- no data will be synchronized**
3. Customized Software Development	EQS staff will develop customized charts and reports, based on Riverside County requirements, to ensure a robust and thorough initiative reporting functionality. EQS staff will remain involved throughout the duration of the program to collect system reporting and charting requirements as needed. System requirements will be documented and developed by EQS engineers as needed to ensure the program is implemented and managed in a manner that ensures successful implementation and adequate documentation. **Year 3 = 10 days X 2 EQS Engineers = $9,677.00**	As Needed	**$9,677.00** (10 days of software development by 2 EQS engineers)

A) Timeline for Deliverables: See the Timeline column in the tables above

B) Annual Budget Maximums: FY21/22 - $75,900; FY22-23 - $73,154; **FY23-24 - $9,677**

C) Cost Schedule: The maximum reimbursable amount for fees shall not exceed $158,731.00 for the period of 9/27/22 – 6/30/2024. The price listed in the Cost Schedule column in the table above are valid through FY23/24, ending June 30, 2024.

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]** **120**

AGENDA ITEM: 23-20
DATE OF MEETING: May 10, 2023
ACTION: ☒
INFORMATION: ☐

APPROVE THE FOURTH AMENDMENT WITH FAMILY SERVICES ASSOCIATION FOR QUALITY EARLY LEARNING INFRASTRUCTURE FUNDING FROM November 1, 2020 – June 30, 2024 (CONTRACT NO. 21110 QEL) [$780,007 – PROP 10 FUNDS]

SUMMARY OF REQUEST

Approve Amendment 4 to Contract No. 21110 QEL with Family Services Association (FSA) for an amount not to exceed $780,007, effective November 1, 2020 – June 30, 2024. Approval of this amendment increases the project by $141,506 from $638,500 to $780,007 and extends the term to June 30, 2024.

BACKGROUND

First 5 Riverside County received a request from FSA to amend the agreement to include the additional funding required to complete the improvements needed to increase their ECE slots in the 0-3 age group by 24 slots. The requested funding supports the expansion of the FSA Child Development Center's early childhood education (ECE) slots for infants and toddlers by 47 slots in Supervisorial District 1.

Since the execution of the original contract, a change of contractor, inflationary pressures on construction costs, increased labor costs due to required prevailing wages, and an unforeseen roof repair, have resulted in an increase in costs necessary to complete the ECE infrastructure project.

RECOMMENDED ACTION

That the Commission:

1. Approve First Amendment to Contract No. CF21110 QEL with Family Services Association for an amount not to exceed $780,007, effective November 1, 2020 - June 30, 2024 in substantially the same form as the draft Amendment 4 to contract No.CF21110 QEL 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. 21110 QEL, on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract and potential project period extension without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation exists in the proposed FY 23/24 budget (938001-25800-92950-527980).

STRATEGIC PLAN RELEVANCE

Priority Area 1: Quality Early Learning

POTENTIAL CONFLICTS OF INTEREST

None Known

ATTACHMENTS

1. 23-20 Attachment 1 CF21110 QEL A4 – FSA – Infrastructure

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
FUNDING AGREEMENT
FOURTH AMENDMENT

RECIPIENT: **Family Service Association**

RCCFC Award: **CF21110 QEL** (Infrastructure)

Address: **21250 Box Springs Road, Moreno Valley, CA 92557**
Site Location: 8172 Magnolia Avenue, Riverside CA 92504
(District 2)

WHEREAS, the Riverside County Children and Families Commission, also known as "First 5 Riverside" ("Commission") and **Family Service Association** ("Recipient") entered into a Funding Agreement, RCCFC Award No. CF21110 QEL (the "Agreement") for the provision of services for infrastructure development.

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

A. All references to the "term" of the Agreement, as identified in Section 1.1(K), is hereby amended to be effective:

November 1, 2020 – June 30, 2024

B. All references to the maximum reimbursable amount, as identified in Section 1.1(H) as "Total Contribution," shall be amended from **$638,500** to **$780,007**.

C. Exhibit B-4. Budget is added as outlined in Attachment B-4 and is attached hereto. Exhibit B-2 is deleted in its entirety.

D. All changes to this Agreement referenced herein shall supersede the comparable sections within the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

[*Signature page to follow*.]

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

Family Service Association

By: _____

Cheryl-Marie Hansberger
Chief Executive Officer
Signing Authority

Date: _____

Riverside County Children and Families Commission:

By: _____

Tammi Graham
Executive Director

Date: _____

ATTEST:

By: _____

Lynn M. Stephens
Executive Assistant IV

Date: _____

APPROVED AS TO FORM:

By: _____

Kristine Bell-Valdez
Supervising Deputy County Counsel

Date: _____

EXHIBIT B-4: BUDGET

November 1, 2020 – June 30, 2024

USE OF FUNDS		
Construction/Rehabilitation		
1	Demolition and site prep	$15,029.32
2	Fumigation and Tenting	$25,000.00
3	Fencing	$4,670.00
4	Ceiling	$18,625.00
5	Flooring	$60,221.35
6	HVAC	$75,245.55
7	Doors and Windows	$41,699.99
8	Entry Lobby	$4,200.99
9	Electrical	$39,965.65
10	Plumbing	$80,905.44
11	Painting	$23,727.81
12	Data and Phone lines	$3,559.17
13	Security system/cameras	$2,372.81
14	Fire Sprinkler	$0.00
15	Signage	$3,559.16
16	Appliances	$23,727.81
29	Roof	$77,000.00
30	Parking Lot Resurfacing and ADA Compliance	$21,000.00
	Sub-Total:	**$520,510.10**
Professional Services		
17	Architecture & Engineering	$30,000.00
18	Electrical Engineering	$4,800.00
19	Mechanical Engineering	$3,720.00
20	Plumbing Engineering	$0.00
21	Building Permit & Local Fees (CUP Amendment)	$15,000.00
22	Professional Fees (Legal, Accounting, Consultant)	$10,000.00
23	Project Management	$20,000.00
24	Portable Restroom Rental	$12,376.88
	Sub-Total:	**$95,896.88**
Outdoor/Indoor Classroom		
25	Playground	$57,000.00
26	Furniture/Fixtures/Equipment	$63,000.00
	Sub-Total:	**$120,000.00**
Additional Supplemental Costs (**Only Used if Needed***)**		
27	Asbestos Removal*	$3,500.00
28	Contingency (10%)*	$40,100.00
	Sub-Total:	**$43,600.00**
	Grand Total:	**$780,006.93**

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]** **126**

AGENDA ITEM: 23-21
DATE OF MEETING: May 10, 2023
ACTION: ☒
INFORMATION: ☐

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]

SUMMARY OF REQUEST

Approve the Third Amendment to Contract No. CF21113 with Jan Peterson Child Development Center, Inc. for an amount not to exceed $1,405,650, effective November 1, 2020 – June 30, 2024 . Approval of this amendment increases the project by $300,296 from $1,105,354 to $1,405,650.

BACKGROUND

First 5 Riverside County received a request from Jan Peterson Child Development Center, Inc. for additional funding to complete the improvements needed to increase the ECE slots in the 0-3 age group by 24 slots.The agency is currently licensed for 22 infants/toddlers. By repurposing two existing rooms and adding a room, the center can serve 24 more infants/toddlers.

Since the execution of the original contract, a change of contractor, inflationary pressures on construction costs, and increased labor costs due to required prevailing wages, have increased the costs necessary to complete the ECE infrastructure project.

RECOMMENDED ACTION

That the Commission:

1. Approve the Third Amendment to Contract No. CF21113 with Jan Peterson Child Development Center, Inc. for an amount not to exceed $1,405,650, effective November 1, 2020 – June 30, 2024, in substantially the same form as the draft Third Amendment to contract No. CF21113 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. CF21113 on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract and potential project period extension without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation exists in the FY 22/23 budget (938001-25800-92950-527980). Any remaining funding from the prior fiscal year will be included in the subsequent fiscal year's proposed budget.

STRATEGIC PLAN RELEVANCE

Priority Area 1: Quality Early Learning

POTENTIAL CONFLICTS OF INTEREST

None Known

ATTACHMENTS

1. 23-21 Attachment 1 - CF21113 A3 – Jan Peterson Child Development Center, Inc. - Infrastructure

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
INFRASTRUCTURE FUNDING AGREEMENT
THIRD AMENDMENT

RECIPIENT: **Jan Peterson Child Day Care Center, Inc.**

RCCFC Award: **CF21113**

Address: **26895 Brodiaea Avenue, Moreno Valley, CA 92555**
(District 5)

WHEREAS, the Riverside County Children and Families Commission, also known as "First 5 Riverside County" ("Commission") and **Jan Peterson Child Day Care Center, Inc.** ("Recipient") entered into Funding Agreement, RCCFC Award No. **CF21113** as previously amended (the "Agreement") for the provision of services for infrastructure development.

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

A. All references to the "term" of the Agreement, as identified in Section1.1(K) and any and all Exhibits to the Agreement, are hereby amended to be effective:

November 1, 2020 – June 30, 2024

B. All references to the maximum reimbursable amount, as identified in Section 1.1(H) as "Total Contribution," shall be amended from an additional $300,296 from **$1,105,354 to $1,405,650**.

C. Exhibit B-3: Budget is added as outlined in Attachment B-3 and is attached hereto. Exhibit B-1 is deleted in its entirety.

D. All changes to this Agreement referenced herein shall supersede the comparable sections within the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

[*Signature page to follow*.]

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

Jan Peterson Child Day Care Center, Inc.

By: _____
Philip Saucedo
Board President and Chief Financial Officer, Authorized Signatory

Date: _____

Riverside County Children and Families Commission:

By: _____
Tammi Graham
Executive Director and Authorized Signatory

Date: _____

ATTEST:

By: _____
Lynn M. Stephens
Executive Assistant IV

Date: _____

APPROVED AS TO FORM:

By: _____
Kristine Bell-Valdez, Supervising Deputy County Counsel

Date: _____

EXHIBIT B-3: BUDGET

November 1, 2020 – June 30, 2024

USE OF FUNDS			TOTAL REQUESTED
Development Costs			
1 General Costs/Fees			
1.1	Architect/Consultant Fees		$ 70,000
1.2	General Contractor Fees (included)		$ -
1.3	Inspection Fees		$ 35,000
1.4	Permit Fees		$ 75,000
1.5	Land Development		$ 45,000
1.6	Contingency	20%	$ 45,000
Sub-Total General Costs/Fees			**$ 270,000**
2 Building			
2.1	Structure		$ 531,600
2.2	Classroom Furniture		$ 40,000
2.3	Contingency	20%	$ 114,320
Sub-Total Building			**$ 685,920**
3 Outdoor Site Improvements			
3.1	Demolition and Clearing		$ 24,634
3.2	Grading/Drainage/Sewer/Water		$ 29,698
3.3	Benches/Tables/Water Feature/Play Equipment		$ 94,500
3.4	Hardscape (Paving/Concrete/Gutter/D.G./Etc)		$ 68,600
3.5	Landscaping (Soil Prep/Fine Grading/Weed Abatement/Etc)		$ 36,473
3.6	Automatic Irrigation		$ 17,561
3.7	Lighting/Electrical (Parking Lot Lights/Bollard Lights/Etc)		$ 55,750
3.8	Misc. (Curb painting/Striping/Concrete Ramp/Etc.)		$ 2,560
3.9	Shade Structure		$ 45,000
3.10	Contingency	20%	$ 74,954
Sub-Total Outdoor Site Improvements			**$ 449,730**
Total Development Costs			**$ 1,405,650**

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]** **132**

AGENDA ITEM: 23-22
DATE OF MEETING: May 10, 2023
ACTION: ☒
INFORMATION: ☐

APPROVE SECOND AMENDMENT WITH PERSIMMONY INTERNATIONAL, INC. (CONTRACT NO. CF20114 PSC) FROM JULY 1, 2020 – JUNE 30, 2024 [$388,359 – PROP 10 FUNDS]

SUMMARY OF REQUEST

Approve second amendment (Contract No. CF20114) with Persimmony International, Inc. for an amount not to exceed $389,359, effective July 1, 2020 – June 30, 2024. Approval of this amendment increases the budget by $99,000 from $289,359 to $388,359 and extends the project period an additional 12 months from July 1, 2023, to June 30, 2024, to maintain the Persimmony data management system.

BACKGROUND

Commission staff has surveyed the landscape around database systems utilized by other First 5 Commissions. In the interim of selecting a platform to support the growing needs of the department and the corresponding implementation process, there is a necessity to continue utilizing the Persimmony database in parallel to avoid any potential gaps in operational processes, including the collection of data and processing of monthly expenditures. This request extends the amendment one additional fiscal beyond the one-year option previously approved by the Commission (Action Item 20-20). An additional year will ensure continuity for the platform that supports partner agencies with reporting both fiscal and performance data.

May 11, 2022 (Action Item 22-23): Authorized Executive Director to execute contract Amendment #CF20114 for an amount not to exceed $289,359. This contract extended the term for one (1) year.

May 13, 2020 (Action Item 20-20): Authorized Executive Director to execute contract #CF20114 for a total amount not to exceed $190,359. This contract was for the term of two (2) years with one (1) year extension option.

RECOMMENDED ACTION

That the Commission:

1. Approve the second amendment of Contract No. CF20114 for one additional year for an amount not to exceed $388,359 for the extended term in essentially the same form as the first amendment attached hereto 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. CF20114, on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation has been included in the proposed FY 23/24 budget (938001-25800-81250-525440).

STRATEGIC PLAN RELEVANCE

Priority Area 4: Countywide Evaluation

POTENTIAL CONFLICTS OF INTEREST

None known

ATTACHMENTS

1. Amendment 2 Contract No. CF20114 Persimmony Inc.

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT
PROFESSIONAL SERVICE AGREEMENT

SECOND AMENDMENT

CONTRACTOR: **Persimmony International, Inc.**

RCCFC Award: **CF20114**

Address: **26895 Aliso Creek Rd Suite B241, Aliso Viejo, CA 92656**

WHEREAS, the Riverside County Children and Families Commission, also known as "First 5 Riverside County" ("Commission") and Persimmony International, Inc. ("Contractor") entered into that certain Professional Service Agreement (Contract ID #CF20114 PSC) as previously amended in Amendment 1 (the "Contract") for the provision of services.

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

1. Amend Section 2. Time for Performance, to read "This Agreement is effective July 1, 2020, to June 30, 2024 or at such other time as is mutually agreed upon in writing by RCCFC and CONTRACTOR as provided herein.

2. Amend Section 3. Compensation, to read: "The total amount of compensation to be paid to CONTRACTOR for the services to be provided pursuant to this Contract (including any costs incurred by CONTRACTOR) shall not exceed THREE HUNDRED EIGHTY-EIGHT THOUSAND, THREE HUNDRED FIFTY-NINE, ($388,359) dollars for the initial two year period and two (2) one-year renewal periods as outlined in Exhibit B-2 and C-2."

3. Rescind Exhibit A-1 in its entirety and replace it with Exhibit A-2 attached hereto.

4. Rescind Exhibit B-1 in its entirety and replace it with Exhibit B-2 attached hereto.

5. Rescind Exhibit C-1 in its entirety and replace it with Exhibit C-2 attached hereto.

6. 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.

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

PERSIMMONY INTERNATIONAL, INC.

By: _____
Michael Kogus, President and CTO
Signing Authority

Date: _____

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

By: _____
Tammi Graham, Executive Director

Date: _____

ATTEST:

By: _____
Lynn M. Stephens, Executive Assistant IV

Date: _____

APPROVED AS TO FORM:

By: _____
Kristine Bell-Valdez,
Supervising Deputy County Counsel

Date: _____

EXHIBIT A-2
SCOPE OF SERVICE
PERSIMMONY INTERNATIONAL, INC.

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

CONTRACTOR SERVICE RESPONSIBILITIES

1. CONTRACTOR shall provide and perform the specific tasks of (A) providing a limited and non-exclusive license to use Contractor's Software, (B) hosting of the server necessary to run Software, (C) training, software support, and online training videos, and (D) unlimited customization of reports, assessments, and field values resulting from the use of Software and services identified in the Contract and Exhibit A-2 – Scope of Service.
2. CONTRACTOR shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.

SOFTWARE HOSTING, MAINTENANCE & SUPPORT

CONTRACTOR shall, under the terms and conditions of this ancillary Agreement ("Software Agreement") to the main Contract for Professional Services to provide Information Technology Services to RCCFC with (A) a limited and non-exclusive license to use CONTRACTOR's Software, and (B) hosting of the CONTRACTOR's Software on their server for RCCFC's use, as set forth below:

1. HOSTING

1.1. CONTRACTOR agrees to host Software on its server for the term of the Agreement. CONTRACTOR shall provide RCCFC a dedicated server/database. The server/database will be maintained at a secure location of CONTRACTOR's choice within the continental United States of America. CONTRACTOR reserves the right, if necessary, to subcontract with a reputable operator of an established server farm to provide such services so long as the CONTRACTOR remains primarily liable under the terms and conditions of the CONTRACT and this Software Agreement and CONTRACTOR obtains RCCFC's prior written approval of the subcontract and subcontractor before implementing the subcontract.

1.2. In accordance with Section 2 (Accessibility and Uptime) of this Software Agreement below, CONTRACTOR agrees to provide RCCFC with 24 hour, seven (7) days per week, 365 days per year access to the Software on its server/database. CONTRACTOR and RCCFC acknowledge that the dedicated server/database access may be unavailable in the event of routine maintenance, unexpected hardware failure, malicious attacks such as denial of service attacks, or other unforeseeable events which restrict outside access to the server/database.

1.3. Software accessibility is granted only to authorized users pursuant to this Software Agreement. The recommended Software user configuration is Windows XP or higher, screen resolution of 1024x768, and Internet access.

1.4. CONTRACTOR shall administer a server for RCCFC, and all RCCFC programs who will use the CONTRACTOR's Software (collectively referred to as "Users"), that can run the Software and database as specified in Section 6 (Software and Database Customization). CONTRACTOR's server for this purpose must be able to transmit all communications, and receive, store and transmit all data as described for RCCFC purposes at maximal upload and download speeds which shall not be less than 768 kilobytes per second or 6 megabits per second. Users must be able to communicate with the server/database through a normal Internet connection via state-of-the-art web browser, as defined in Section 6.

1.5. Any and all RCCFC information stored on the server/database is the confidential proprietary information of RCCFC and must be treated as such by CONTRACTOR. Subsequent to expiration or termination of the Contract, CONTRACTOR shall provide RCCFC with a complete export of the entire database as described in Exhibit C, paragraph 9 of this Software Agreement.

2. ACCESSIBILITY AND UPTIME

2.1. CONTRACTOR must use its best efforts to make the server/database continuously available to users 24 hours per day, seven (7) days per week, 365 days per year.

2.2. CONTRACTOR guarantees that the server/database will be available 99.9% of the time in any given month (no more than 43 minutes downtime per month), excluding time necessary for scheduled maintenance and software modifications.

2.3. For scheduled maintenance and software modifications, in which case, CONTRACTOR will provide a minimum of three (3) business days prior notice to RCCFC. Scheduled maintenance and software modifications must be conducted outside of normal operating hours, defined as 8am to 5pm Monday to Friday, except for public holidays.

2.4. CONTRACTOR will notify RCCFC immediately if the server/database downtime is expected to be more than one (1) hour during the business day.

2.5. In any case in which service is interrupted or the server/database is not available on-line, CONTRACTOR is obligated to take all reasonable measures to have service restored as soon as possible.

2.5.1. Server/database uptime implies all the operations of the server/database software are working and users are able to transmit and receive data as required for Software functionality mentioned in this Agreement.

2.5.2. Server/database downtime exists when any of the operations of the server/database software are not working and users are unable to transmit and receive data as required for Software functionality mentioned in this Agreement. Server/database downtime is measured from the time RCCFC submits a problem report (via email or telephone call to an authorized CONTRACTOR representative) to the time the server/database is once again able to transmit and receive data as required for Software functionality as defined in this Agreement.

3. SYSTEM PROBLEMS & RESPONSE TIMES

3.1. CONTRACTOR shall, under the terms and conditions of this Agreement, provide support in and troubleshoot system problems in accordance with the following specifications:

3.1.1. The authorized users can access free technical support via phone or via e-mail during Contractor's regular business hours of 8:00 AM to 5:00 PM Pacific, Monday through Friday, excluding national holidays. CONTRACTOR will dedicate at a minimum of one (1) full time equivalent (FTE) as a resource for the users of CONTRACTOR's services.

3.1.2. Online support requests made by a RCCFC representative ("Requestor") received through e-mail or online form submissions will be responded to via three modes of communication: (1) telephone; (2) e-mail; or (3) remote desktop technology, depending on the nature of support request and discretion of CONTRACTOR for which support method it deems reasonable. Requestor will be solely responsible for all telephone, Internet and other communication charges that Requestor incurs from any support related activities.

3.1.3. During normal business hours, CONTRACTOR will respond within one (1) hour to any support or troubleshooting request pertaining to the server/Software.

3.1.4. If the time to resolve exceeds four (4) hours of the initial request, RCCFC will immediately be notified and provided an estimated time for resolution.

3.1.5. In case the time to resolve is not acceptable to RCCFC, and downtime is more than one (1) business day, and Contractor has not met the guaranteed uptime for the given month, a penalty of $500 per business day may be levied on CONTRACTOR by RCCFC.

4. BACKUP & SECURITY

4.1. CONTRACTOR must perform a backup of all information on the server/database at least once every 24 hours and must maintain the backup media in a secure location away from the location of the server.

4.2. CONTRACTOR agrees to store and process RCCFC data only in the continental United States.

4.3. CONTRACTOR shall use all reasonable efforts to protect the RCCFC data from loss or damage. CONTRACTOR shall report, in writing, to RCCFC any use or disclosure of RCCFC data not authorized by this Agreement, including any reasonable belief that an unauthorized individual has accessed RCCFC data. CONTRACTOR shall make a report to RCCFC immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after CONTRACTOR reasonably believes there has been such unauthorized disclosure. CONTRACTOR's report shall, at a minimum, identify: (i) the nature of the unauthorized use or disclosure; (ii) the RCCFC data use or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what CONTRACTOR has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action CONTRACTOR has taken or shall take to prevent future similar unauthorized use or disclosure. CONTRACTOR shall provide such other information, including a written report, as reasonably requested by the RCCFC.

4.4. RCCFC retains the right to access and use CONTRACTOR services to access and retrieve RCCFC content stored on CONTRACTOR's system at its sole discretion and at any time.

4.5. With every invoice submitted to RCCFC as per the terms of this Agreement and as specified in Exhibit B- Budget, CONTRACTOR will provide a “Backup Status Report”, in a format agreed to between the parties, as verification that the system backups are being performed.

5. SOFTWARE MAINTENANCE SERVICES

5.1. Through software maintenance and management services, CONTRACTOR agrees to make, apply or install changes to the Software in order to correct any and all defects and deficiencies found by either CONTRACTOR or RCCFC during Software usage, inspection or installation. CONTRACTOR agrees to make these corrections to the Software to improve its performance, to optimize server/database, and to improve the Software’s usability and applicability. Software maintenance and management service may include tasks such as, but not limited to: intermediate version releases and upgrades via automatic updates; user support for issues identified as software defects; and, documentation updates. Software maintenance and management services shall extend to the Software and any Data Base Customizations for the term of this Agreement.

SOFTWARE & DATABASE CUSTOMIZATION

6. SOFTWARE MODULES

6.1. Persimmony, herein referred to as “Software” or “Program”, is a software suite designed to collect participant demographic data, services data, client and family descriptors, authorization information, and outcomes and barriers to achieving outcomes survey data that consists of the following modules and features:

6.1.1. First 5 (Administrators) Module - Set up an unlimited number of programs (agencies) to manage contracts, contacts and performance measures. Generate point-and-click reports with advanced filtering on data fields within the module.

6.1.2. First 5 Client (User) Module - Users collect client and family demographic data, services data, assessment data and contract milestone data. Generate point-and-click reports with advanced filtering on data fields within the module.

6.1.3. Fiscal Module – Users prepare and submit invoices utilizing electronic signature. Tracks invoice approvals and communications about submitted invoices. Stores supporting documentation for invoices. Tracks and reports disbursed funds and matching funds by program and across programs.

6.1.4. Referral Module – Make secure electronic client referrals and share client demographics, assessments and services with another program or export for sending by email or fax.

6.1.5. Contract Monitoring Module – Electronically collect, track, and report on monitoring processes and site reviews.

6.1.6. State Upload Module – Generate and upload First 5 California Annual Report Forms.

6.1.7. GIS Reporting – Create GIS maps and reports that display agency site and client locations.

6.1.8. Unlimited number of assessments/surveys to assist authorized Software users collect data on the clients they serve.

6.1.9. Unlimited number of customized reports that pull data from any of the modules listed above (reports, charts, graphs, and/or GIS).

7. DATA BASE CUSTOMIZATION – NO COST

7.1. CONTRACTOR shall during the term of this Agreement provide reasonable customization, as defined in paragraph 7.1.1, at no additional fee to all existing database functionality in order to meet the needs of RCCFC; including customization of the modules and features within the Software as described herein in Section 6 of this Exhibit A.

7.1.1. Reasonable customization includes modifications to any/all of the data fields currently within the database.

7.1.2. If a request is made to make custom changes to fields not currently in the database and would require an undue amount of time and effort not anticipated at the time of entering into this Agreement, then both parties shall agree upon the scope of those changes and CONTRACTOR shall provide an estimate of time and fees to complete the custom change(s).

8. FEE-BASED DATA BASE CUSTOMIZATION

8.1. Custom fee-based data base changes to be determined.

8.2. All fee-based data base customizations shall be completed in accordance with Exhibit B-Budget.

TRAINING & SUPPORT

Contractor shall, under the terms and conditions of this Agreement provide RCCFC with train-the-trainer training, software support, and online training videos, data exports, and unlimited customization of Software reports, assessments and field values as described herein Exhibit D.

9. TRAINING

9.1. Just-In-Time Video Training: Contractor will provide all authorized RCCFC users access to video training 24-hours a day, seven days a week which provides training “just in time” for any of the data entry screens in the system. The SHOW ME videos provide step-by-step demonstrations on how to enter data, run reports and setup new fields; the pace is determined by the user who can stop, repeat or get back to any portion of the video training at any time.

9.2. Train-The-Trainer: Contractor will provide product training for RCCFC representative(s)/key personnel throughout the term of this Agreement. RCCFC shall be trained to use Contractor’s “Shadow Tools” to share the user’s screen and virtually apply hands-on technical assistance, if needed, to safely and securely manage the user’s computer and applications.

9.3. End-User Training: Upon request, CONTRACTOR will provide end-user trainings using software tools (desktop software sharing and GoTo Meeting) to complete introductory trainings for end-users. CONTRACTOR will also work with RCCFC staff to plan and

implement trainings for RCCFC staff and end users on additional modules (e.g. referral module, fiscal module) and ad-hoc or specialized trainings, as needed.

10. SUPPORT

10.1. RCCFC representatives shall have unlimited access to CONTRACTOR's technical support via phone, online or e-mail from 8:00 AM to 5:00 PM Pacific Monday through Friday, excluding national holidays for any questions about the system, including but not limited to adding new surveys, questionnaires, assessment, reports, and any other customization of the existing fields within the system.

10.2. Authorized users shall have unlimited access to CONTRACTOR's technical support via phone, online or e-mail from 8:00 AM to 5:00 PM Pacific Monday through Friday, excluding national holidays. CONTRACTOR will dedicate at a minimum of one (1) full time equivalent (FTE) as a resource for authorized users who access CONTRACTOR's services.

11. DATA EXPORTS

11.1. CONTRACTOR shall during the term of this Agreement provide data exports (in .txt or .xls formats) that can be generated by authorized users at any time of all RCCFC data within the database at no additional fee.

11.2. Data export requests by authorized RCCFC representatives can be requested throughout the term of this Agreement provided that these requests are made with reasonable notice and time for CONTRACTOR to export the data.

CONFIDENTIALITY AND PROPRIETARY INFORMATION

RCCFC acknowledges that, in the course of meeting its obligations under this Agreement, it will obtain information relating to CONTRACTOR's products and services that is of a confidential and/or proprietary nature ("Contractor Proprietary Information"). Such Contractor Proprietary Information includes, without limitation, trade secrets, know-how, inventions, techniques, algorithms, programs, documentation and data, (except for RCCFC data), including the Program. "Program" means CONTRACTOR's software programs, centrally hosted and managed by CONTRACTOR, and described in the exhibits hereto, including all modifications, versions, improvements, updates, error corrections, bug fixes, or other enhancements with respect to the functionality or performance of the Program and services, and all related documentation (printed or electronic). RCCFC acknowledges that Contractor Proprietary Information (including the Program) is the intellectual property of and is owned by CONTRACTOR. RCCFC acknowledges that the structure, organization and code of the Program and valued trade secrets and confidential information of CONTRACTOR. RCCFC agrees that any and all patent rights, trademarks, copyrights, trade secrets, or other intellectual property or proprietary rights related to the Program, including any modifications, customizations, enhancements, or derivative works arising out of this Agreement, are exclusively owned by CONTRACTOR. This Agreement does not grant RCCFC any intellectual property rights or title of ownership in Contractor Proprietary Information (including the Program) and all rights not expressly granted are reserved by CONTRACTOR. CONTRACTOR may place copyright and/or proprietary notices, including hypertext links, within the Program. RCCFC may not alter or remove these notices without CONTRACTOR's written permission. Notwithstanding the foregoing, all RCCFC data is the intellectual property of and owned by RCCFC and/or persons under RCCFC's control and shall be held in confidence and deemed RCCFC proprietary information. CONTRCTOR and RCCFC will at all times, both during the term of this Agreement and for a period of at least five (5) years after its

termination, keep in confidence and trust the other party's proprietary information which is confidential in nature, and will not use such proprietary information other than as permitted under the terms of this Agreement, nor will one party disclose any of such other party's proprietary information without the written consent of that party and pursuant to a standard proprietary information agreement. Notwithstanding anything in this section to the contrary, however, each party's proprietary information is not considered confidential in nature to the extent that it includes: (a) information that is in the public domain prior to the disclosure or becomes part of the public domain through no wrongful act of the party receiving the confidential information, (b) information that was in the lawful possession of the receiving party prior to the disclosure without a confidentiality obligation, (c) information that was independently developed by the receiving party outside the scope of this Agreement, or (d) information that was disclosed to the receiving party by a third party who was in lawful possession of the information without a confidentiality obligation.

Information exchanged or received by RCCFC pursuant to this Contract may be subject to public disclosure in accordance with the provisions of the California Public Records Act (PRA). RCCFC agrees to provide notice to CONTRACTOR if CONTRACTOR's Confidential Information is being requested under the PRA to allow the CONTRACTOR opportunity to seek protection in a court of competent jurisdiction.

LICENSE GRANT AND RESTRICTIONS

1. **License Grant**. CONTRACTOR hereby grants to RCCFC a nonexclusive, non-transferable, limited license to use the Program during the term of this Agreement solely to the extent required for RCCFC and/or named persons authorized by RCCFC ("Authorized Users") to access and use the hosted Program and service, including in operation with other software, hardware, systems, networks and services, for RCCFC's internal business purposes.

2. **License Restrictions**. RCCFC shall not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Program available to any third party, except as expressly permitted by this Agreement; (b) use or authorize the use of the Program in any manner or for any purpose that is unlawful under applicable law; or (c) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Program. RCCFC shall be solely responsible for collecting, inputting and updating data. RCCFC represents and warrants that data, and its use thereof, does not and will not include anything that (a) infringes the copyright, patent, trade secret, trademark or any other intellectual property right of any third party; (b) contains anything that is obscene, defamatory, harassing, offensive, malicious or which constitutes child pornography; or (c) otherwise violates any other right of any third party.

3. **Program Access**. CONTRACTOR shall provide RCCFC with security access to assign system passwords to all authorized users. RCCFC shall be solely responsible for: (a) all user password setup and deletion of all authorized account(s); (b) maintaining the security and confidentiality of all passwords assigned and software security settings. RCCFC may not share its passwords or security settings with unauthorized third parties or attempt to access the Program without providing a password assigned to it.

4. **Disclaimer**. EXCEPT FOR THE EXPRESS OLBIGATIONS OR WARRANTIES SET FORTH IN THIS AGREEMENT, CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES OR PROGRAM PROVIDED TO RCCFC UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY,

FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

5. **Limitation of Liability**. CONTRACTOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE LIKELIHOOD OF SUCH DAMAGES. CONTRACTOR SHALL HAVE NO OBLIGATION OR LIABILITY WHATSOEVER FOR ANY BREACH OF SECURITY OR PRIVACY RELATING TO THE SERVICES, PROGRAM OR DATA THAT (A) IS NOT WITHIN THE SOLE CONTROL OR RESPONSIBILITY OF CONTRACTOR, OR (B) ARISES FROM ANY RECONFIGURATION, MODIFICATION, MISUSE OR ABUSE OF THE PROGRAM OR SERVICE BY RCCFC OR ITS AGENTS.

Intentionally left blank

EXHIBIT B-2
BUDGET

Annual Recurring Cost					
Description	2020/2021	2021/2022	2022/2023	2023/2024	Contract-Total
First5 database (site license)	$ 95,621.00	$ 99,446.00	$ 99,000.00	$ 99,000.00	$ 393,067.00
Best Partner Discount	$ (1,379.00)	$ (3,329.00)	$ -	$ -	$ (4,708.00)
System Maintenance	$ 94,242.00	$ 96,117.00	$ 99,000.00	$ 99,000.00	$ 388,359.00
SaaS operations	Included	Included	Included	Included	Included
User Licenses	Included	Included	Included	Included	Included
Database Support and Help Desk	Included	Included	Included	Included	Included
Technical Assistance and Support					
Dedicated Datea Coaching and Assistance	Included	Included	Included	Included	Included
Persimmony User Groups membership including all approved	Included	Included	Included	Included	Included
database enhancements for the Standard First5 Persimmony product	Included	Included	Included	Included	Included
Annual Server Hosting and Licensing	Included	Included	Included	Included	Included
Unlimited Assessments and Services	Included	Included	Included	Included	Included
Performance Measurement module	Included	Included	Included	Included	Included
Fiscal module	Included	Included	Included	Included	Included
Contract Monitoring module	Included	Included	Included	Included	Included
Insurance module	Included	Included	Included	Included	Included
Alerts	Included	Included	Included	Included	Included
Standard Reports	Included	Included	Included	Included	Included
Report Customizations to reflect local titles, terminology etc.	Included	Included	Included	Included	Included
Annual State reporting support	Included	Included	Included	Included	Included
Evaluator Support	Included	Included	Included	Included	Included
On-Demand Training Videos	Included	Included	Included	Included	Included
Total Annual Recurring Cost	$ 94,242.00	$ 96,117.00	$ 99,000.00	$ 99,000.00	$ 388,359.00

One-time Cost					
Description	2020/2021	2021/2022	2022/2023	2023/2024	Contract-Total
One-time cost	$ -	$ -	$ -	$ -	$ -
Total One-time cost	$ -	$ -	$ -	$ -	$ -

Total of All Costs					
Description	2020/2021	2021/2022	2022/2023	2023/2024	Contract-Total
Annual Recurring Costs	$ 94,242.00	$ 96,117.00	$ 99,000.00	$ 99,000.00	$ 388,359.00
One-time Costs	$ -	$ -	$ -	$ -	$ -
Additional Services*	$ -	$ -	$ -	$ -	$ -
Grand-total Costs	$ 94,242.00	$ 96,117.00	$ 99,000.00	$ 99,000.00	$ 388,359.00

* Commission may request additional services* from Contractor throughout the term of this agreement. Contractor and Commission shall agree on the scope of work for additional services, and Contractor shall obtain Commission's prior approval in writing before beginning additional services. Pre-negotiated rate for data migration and -integration consulting is $195/hr.

EXHIBIT C-2
PAYMENT PROVISIONS

A. FISCAL

CONTRACTOR shall be compensated for services rendered pursuant to this Contract and maximum amount over the life of this Contract shall not exceed **THREE HUNDRED EIGHTY-EIGHT THOUSAND THREE HUNDRED FIFTY-NINE DOLLARS** ($388,359) as awarded by the COMMISSION, provided pursuant to Proposition 10.

CONTRACT PERIOD: **JULY 1, 2020 – JUNE 30, 2024**

1. Method, Time, and Schedule Conditions of Payment

   a. COMMISSION shall reimburse CONTRACTOR no more than quarterly, in arrears, upon submission by CONTRACTOR of an acceptable invoice for actual expenses incurred under the terms of this Contract. Payment shall be due to CONTRACTOR within thirty (30) days of the COMMISSION's receipt of invoice.

   b. Fees will be paid for the provision of services as outlined in the Scope of Service (Exhibit A) and as outlined in the payment schedule below. Total cost shall not exceed **THREE HUNDRED EIGHTY-EIGHT THOUSAND THREE HUNDRED FIFTY-NINE DOLLARS** ($388,359).

   c. Payment shall be made in accordance with satisfactory completion of services rendered and upon receipt of an acceptable invoice. The invoice shall contain CONTRACTOR:
      1) Name
      2) Physical and Mailing Address
      3) Assigned Invoice Number
      4) Assigned Contract Number
      5) Date of Billing

   d. CONTRACTOR shall submit invoices via mail to:

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

      or via e-mail to: RCCFC-accountspayable@RIVCO.ORG

   e. Payment Schedule
      The costs are to be paid after completion of deliverables as described in Exhibit A-2 and per the schedule below:
      - July 1 – September 30 (Quarter 1)
      - October 1 – December 31(Quarter 2)
      - January 1 – March 31(Quarter 3)
      - April 1 – June 30 (Quarter 4)

      Expected timing and deliverables, with associated costs, are subject to change based on RCCFC's priority and preferences.

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]** **147**

AGENDA ITEM: 23-23
DATE OF MEETING: May 10, 2023
ACTION: ☒
INFORMATION: ☐

**APPROVE AMENDMENT THREE TO
PROFESSIONAL SERVICE 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]**

SUMMARY OF REQUEST

Approve Amendment 3 of the professional service agreement with Wurm's Janitorial Services, Inc. for an amount not to exceed **$151,100**. Approval of this agreement increases the contract amount by $70,000 from $81,100 to $151,100. Wurm's supports daily janitorial services during the workweek for the site located at 585 Technology Court, Riverside, CA 92507.

BACKGROUND

This professional service agreement (CF20106) provides continuity for the provision of daily janitorial services, including optional annual and bi-annual services for 12,484 square feet and proposed future square footage (including the addition of approximately 2,000 square feet at this location). The annual maximum budget for each year is $35,000.

Initial contract CF20106, authorized by the Executive Director within spending authority for a total amount not to exceed $25,000 annually was effective through June 30, 2023.

RECOMMENDED ACTION

That the Commission:

1. Approve Amendment 3 to the Professional Service Agreement (CF20106) with Wurm's Janitorial Services, Inc. for an amount not to exceed $151,100, effective NOVEMBER 1, 2019 – JUNE 30, 2025 , in substantially the same form as the draft agreement attached hereto; and authorize the Executive Director to sign the contract

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

2. Authorize the Executive Director, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of Contract No.CF20106 on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract and potential project period extension without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation has been included in the proposed FY 24/25 budget (938001-25800-92955-525440). Additional funding will be included in the subsequent fiscal year's proposed budget.

POTENTIAL CONFLICTS OF INTEREST
None Known

ATTACHMENTS
1. CF20106 AMENDMENT 3 – WURM's – JANITORIAL

Original Contract Term:	November 1, 2019 through June 30, 2023
Contract Term Extended To:	June 30, 2025
Effective Date of Amendment:	July 1, 2023
Original Maximum Contract Amount:	$ 81,100
Amended Annual Maximum Contract Amount:	$ 35,000
Amended Total Maximum Contract Amount:	$ 151,100

Contract ID: CF20106

The Agreement between County of Riverside (COUNTY) and WURM'S MAINTENANCE SUPPLY CO, INC. dba WURM'S JANITORIAL SERVICES, INC. (CONTRACTOR), entered into as of November 1, 2019, is amended as follows:

A. Section 2.1 is deleted in its entirety and replaced with the following:
2.1 This Agreement shall be effective on July 1, 2023 and continues in effect through June 30, 2025, unless terminated early. The rates in exhibit D-3 sub 1 shall be effective until the start of custodial services for the additional space as highlighted on the floorplan in Attachment C-3. First 5 Riverside County shall give CONTRACTOR at least 30 days written notice of the start date for custodial services for the additional space. From this start date, and for the remainder of the duration of the Term, the rates in exhibit D-3 sub 2 shall be effective.

B. Section 3.1 is deleted in its entirety and replaced with the following:
3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit D-3: Payment Provisions. Maximum payments by County to CONTRACTOR shall not exceed THIRTY-FIVE THOUSAND dollars (**$35,000**), including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products Unless otherwise specifically stated in Exhibit D-3. COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

C. Exhibit A (Scope of Service) is deleted in its entirety and replaced with the attached Exhibit A-3.

D. Exhibit B (Frequency of Tasks) is deleted in its entirety and replaced with the attached Exhibit B-3.

E. Exhibit C (Building Layout) is deleted in its entirety and replaced with the attached Exhibit C-3.

F. Exhibit D (Payment Provisions) is deleted in its entirety and replaced with the attached Exhibit D-3.

2. All changes to this Contract referenced herein shall supersede the comparable section within the Contract. All other terms and conditions of the Agreement not modified herein shall remain unchanged.

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

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By:_____
Tammi Graham, Executive Director, and Authorized Signatory

Dated:_____

WURM'S MAINTENANCE SUPPLY CO, INC. dba WURM'S JANITORIAL, INC.

By:_____
Felipe Aldea, Principal, and authorized signatory

Dated:_____

ATTEST:

By:_____
Lynn Stephens, Executive Assistant IV

Dated:_____

APPROVED AS TO FORM:

By:_____
Kristine Bell-Valdez,
Supervising Deputy County Counsel

Dated:_____

ATTACHMENT A-3: SCOPE OF SERVICE

OVERVIEW

Janitorial Services are to be performed throughout the location at 585 Technology Court, Riverside CA 92507 – (12,484 sq. ft), including additional undeveloped space.
Requested Service Days: Monday through Friday
Available Service Hours: Between 6:00 pm and 10:59 pm

If a service day falls on a County Holiday, that service day will be skipped. Available published Riverside County Holidays are as follows:

County Holidays 2023	
New Year's Day	Monday, January 2
Martin Luther King Jr. Day	Monday, January 16
Abraham Lincoln's Birthday	Monday, February 13
George Washington's Birthday	Monday, February 20
Memorial Day	Monday, May 29
Independence Day	Tuesday, July 4
Labor Day	Monday, September 4
Columbus Day & Indigenous People's Day	Monday, October 9
Veterans' Day	Friday, November 10
Thanksgiving Day	Thursday, November 23
Day After Thanksgiving	Friday, November 24
Christmas Day	Monday, December 25

County Holidays 2024	
New Year's Day	Monday, January 1
Martin Luther King Jr. Day	Monday, January 15
Abraham Lincoln's Birthday	Monday, February 12
George Washington's Birthday	Monday, February 19
Memorial Day	Monday, May 27
Independence Day	Thursday, July 4
Labor Day	Monday, September 2
Columbus Day & Indigenous People's Day	Monday, October 14
Veterans' Day	Monday, November 11
Thanksgiving Day	Thursday, November 28
Day After Thanksgiving	Friday, November 29
Christmas Day	Wednesday, December 25

The County will **not** accept any Subcontractors for this project. All work must be performed by the awarded Contractor employees.

CLEANING SUPPLIES AND EQUIPMENT

The Contractor will be providing all necessary cleaning supplies and equipment. Any requests for additional equipment or supplies will be communicated to the designated Contract Administrator.

1. CONTRACTOR REQUIREMENTS

1.1. Contractor will provide and train assigned employee(s) and identify two additional employees who will be trained on the cleaning requirements as backup in the event the primary assigned employee is unable to work the scheduled day (in whole or in part).
1.2. The Contractor will provide a supervisor for the first week of scheduled cleaning who will oversee the training of assigned employee(s) (both primary and backup) to ensure the individual(s) are performing the services properly, with the proper products, using proper methods to ensure sanitary and quality services and provide guidance to ensure all required tasks are performed.
1.3. The Contractor will provide a laminated checklist of the required tasks and days to be performed, to be attached to the janitorial cart as a means of quality assurance for the assigned employee(s).
1.4. The Contractor staff notifies the Project Manager of any needed supplies in advance of requiring replenishment.
1.5. The Contractor will provide a list of employees to the County and individuals may undergo a background check before the commencement of their duties.
    1.5.1. Contractor must notify County in advance if there is a request to screen potential new primary or backup employees.
    1.5.2. County reserves the right to recoup the background check fee from the Contractor in the event of excessive personnel changes.
1.6. The Contractor will provide County with a list of pertinent Contractor names, phone numbers, email, and job titles in the event of a need to make contact with the Contractor.
1.7. Contractor staff will be identifiable by wearing a Contractor logo shirt or ID Badge (no smaller than a credit card) indicating the company name and logo.
1.8. On a monthly basis, the Contractor will send a supervisor, on randomly selected dates, to inspect the services of the designated employee(s) to inspect the quality of services, ensure the assigned tasks are being completed properly, to provide feedback and/or training to the assigned employee(s), and to obtain feedback from the County Project Manager.
1.9. Contractor shall ensure that no person(s) not employed by the Contractor (i.e. relatives or friends, etc.) shall be allowed to enter the premises during Contractor's performance of services.
1.10. Contractor shall inform County Project Manager of any irregularities noted during performance of services including but not limited to doors left unlocked, lights not

working, defective plumbing, broken windows, broken bathroom fixtures, unstable or broken furniture, graffiti, vandalism and/or damage to the building or its contents.

1.11. Hazardous conditions shall be immediately remedied or secured by the Contractor's qualified and trained personnel to prevent further damage and/or protection of all personnel from exposure or injury. Specifically, California Code of Regulations, Title 8 Section 5193, Bloodborne Pathogen Compliance; the Contractor shall also be responsible for training and protecting all employees of the Contractor, while engaged in the performance of any work or services by the Contractor under this agreement, as to the safeguards used and precautions taken, for the proper handling of infectious materials.

1.12. The Contractor's personnel will conduct themselves on site in a professional manner at all times and report any concerns to the designated County Project Manager.

1.13. Incidents, altercations, accidents, or damage to the facility shall be reported to the Contract Administrator immediately. All incidents, altercations, or accidents involving Contractor personnel require a written report from the Contractor describing the incident or accident.

1.14. Contractor shall repair and restore to its original condition, in a timely manner at the discretion of the County, any County property damaged by its operation at no cost to the County.

1.15. The Contractor may be issued necessary electronic door card keys. The County will deduct $50.00 from payments to the Contractor for each building key lost, broken through neglect or misuse, or not returned to the County at the expiration of this contract.

1.16. The County Project Manager will inspect work performed by the Contractor on a regular basis. In the event of work performance deficiencies, the County Project Manager or designated representative will notify the Contractor. Notification may be verbal or written. The County may choose to require the Contractor to rectify the deficiency within 24 hours.

1.17. The Contractor of his/her employees must not remove or consume any property belonging to the County, County employees, or General Public. This policy includes any articles that may be deposited for disposal in trash receptacles.

1.18. Materials, equipment and/or paper supplies belonging to the County shall not be removed from the facility.

1.19. The Contractor and his/her employee may not use County or General Public property, including telephones, Fax, or copy machines, ladders, lifts, maintenance equipment, or the like, for personal use unless given permission by an authorized County representative.

1.20. Smoking shall not be permitted in or around any County building except in a designed smoking area.

1.21. Contractor staff shall use the utility sink to wash cleaning rags after each use. A drying rack/basket will also be provided.

1.22. Contractor shall remove soiled rags on a weekly basis (at minimum) to be washed at the Contractor facility and returned to the County. Deteriorated rags shall be discarded and reported to the County for replenishment.

1.23. Contractor shall provide all current required licenses, credentials, certificates, and business licenses that comply with all Federal and State related Janitorial services including:

1.23.1. General Liability Insurance

1.23.2. Worker Compensation

1.23.3. Janitorial/Custodian Services Bonding

2. JANITORIAL TASKS

2.1. COMMON AREAS

2.1.1. REFUSE – CONTAINERS

2.1.1.1. Empty Containers/Replace Liner: All refuse containers shall be completely empty and a clean, appropriately sized liner installed.

2.1.1.2. Wipe Clean Containers: Containers shall be damp wiped clean to remove stains, smudges, and dried refuse.

2.1.1.3. Recycling Containers: Recycling Containers for all recyclables are to be emptied and a clean, appropriately sized liner installed. Do not empty containers marked for shredding or battery recycling. Cans and bottles will be stored in the janitorial closet for recycling by First 5 staff.

2.1.2. CLEAN & DISINFECT

2.1.2.1. Clean Doors, Walls, and Frames: Remove finger marks, furniture rubs, and scuff marks from walls, doors, frames, and kick plates.

2.1.2.2. Clean and disinfect door handles, handrails, electrical switch plates, and outlet covers (door handles on individual offices are excluded).

2.1.2.3. Glass doors shall be cleaned around door handles and any noticeable handprints or other marks within reach. Other noticeable cleaning needs should be reported to the County Administrator.

2.1.2.4. Building entry and exit doors shall have the glass and handles or push bars sanitized and wiped clean to include any handprints around the door handles.

2.1.2.5. Entry Lobby Desk Glass shall be spot cleaned as necessary to include the exterior of the front door on Technology Court.

2.1.2.6. Clean and Disinfect Drinking Fountains: Stainless steel fountains are to be cleaned with a stainless cleaner, disinfected, inside and out, as well as fixtures. Fountains are to be free of water spots, stains, and smudges.

2.1.2.7. Laminate Flooring areas shall be swept with a floor duster and "mopped" with a microfiber mop and designated floor cleaner.

2.1.2.8. Linoleum flooring shall be mopped with hot, soapy water and dry mopped to prevent risk of slipping.

2.1.2.9. Miscellaneous marks on walls, carpets, etc. shall be spot cleaned or reported to the County Administrator.

2.1.3. FURNITURE

2.1.3.1. Furniture Placement: Furniture, chairs, refuse containers are to be placed back in their appropriate locations.

2.1.3.2. Furniture – Damp Wipe non-cloth areas: Furniture shall be damp wiped with disinfectant to remove stains, smudges, and dried refuse.

2.1.3.3. Furniture – Vacuuming: Upholstered furniture shall be vacuumed clean of debris and lint.

2.1.4. DUSTING

2.1.4.1. Dust Horizontal Surfaces: Horizontal surfaces, window ledges, light fixtures, picture frames, and the like are to be dust free.

2.1.4.2. Dust Furniture: Common area furnishings, directory signage, tables, and chairs are to dust free.

2.1.4.3. Dust Furniture: Common area furnishings, directory signage, tables, and chairs are to dust free.

2.1.4.4. High Dust - Vents, Grilles, Lighting, Etc.: High dusting shall be anything over 6' from the floor including vents, grilles, exhaust fans, light fixtures, clocks, door tops, and frames.

2.1.5. CARPET

2.1.5.1. Vacuum Carpet: Carpeted areas of lobbies, conference rooms, hallways, corridors, and entrances, including entrance mats are to be thoroughly vacuumed dirt free.

2.1.5.2. Vacuum with Edging Tool – All Corners: Carpet edges and corners where floor and wall intersect, where floor and thresholds meet or around the bases of any object permanently placed on a carpet surface are to be vacuumed with an edging tool.

2.1.5.3. Baseboard Cleaning: Baseboards (wood, vinyl, rubber) shall be kept cleaned with an appropriate product so as not to discolor or scratch.

2.1.5.4. Routine Spot Clean Carpet: Carpet is to be kept in a stain-free condition. The Contract Administrator and the Contractor shall agree as to whether carpet shampooing/extraction supersedes spot cleaning.

2.2. OFFICES and CUBICLE OFFICE AREA

2.2.1. REFUSE – CONTAINERS

2.2.1.1. Empty Containers/Replace Liner: All refuse containers shall be completely emptied and a clean, appropriately sized liner installed.

2.2.1.2. Wipe Clean Containers: Containers shall be damp wiped clean to remove stains, smudges, and dried refuse.

2.2.1.3. Recycling Containers: Recycling Containers for all recyclables are to be emptied and a clean, appropriately sized liner installed. Do not empty containers marked for shredding.

2.2.1.4. Clean & Disinfect Waste Receptacles: Containers shall be cleaned and disinfected to remove stains, smudges, and dried refuse.

2.2.2. FURNITURE

2.2.2.1. Furniture Placement: Furniture, chairs, refuse containers are to be placed back in their appropriate locations.

2.2.2.2. Furniture – Damp Wipe: Furniture shall be damp wiped with disinfectant to remove stains, smudges, and dried refuse.

2.2.2.3. Furniture – Vacuuming: Upholstered furniture shall be vacuumed clean, debris, and lint free.

2.2.3. DUSTING

2.2.3.1. Dust Horizontal Surfaces: Horizontal surfaces, window ledges, light fixtures, picture frames, and the like are to be dust free.

2.2.3.2. Dust Furniture: Common area furnishings, directory signage, tables, and chairs are to dust free.

2.2.3.3. High Dust – Vents, Grilles, Lighting, Etc.: High dusting shall be anything over 6' from the floor including vents, grilles, exhaust fans, light fixtures, clocks, door tops, and frames.

2.2.4. CARPET

2.2.4.1. Vacuum Carpet: Carpeted areas of lobbies, conference rooms, hallways, corridors, entrances, including entrance mats are to be thoroughly vacuumed dirt free.

2.2.4.2. Vacuum with Edging Tool – All Corners: Carpet edges and corners where floor and wall intersect, where floor and thresholds meet or around the bases of any object permanently placed on a carpet surface are to be vacuumed with an edging tool.

2.2.4.3. Baseboard Cleaning: Baseboards (wood, vinyl, rubber) shall be kept cleaned with an appropriate product so as not to discolor or scratch.

2.2.4.4. Routine Spot Clean Carpet: Carpet is to be kept in a stain-free condition. The Contract Administrator and the Contractor shall agree as to whether carpet shampooing/extraction supersedes spot cleaning.

2.3. KITCHEN AREAS

2.3.1. REFUSE – CONTAINERS

2.3.1.1. Empty Containers/Replace Liner: All refuse containers shall be completely emptied and a clean, appropriately sized liner installed.

2.3.1.2. Wipe Clean Containers: Containers shall be damp wiped clean to remove stains, smudges, and dried refuse.

2.3.1.3. Recycling Containers: Recycling Containers for all recyclables are to be emptied and a clean, appropriately sized liner installed.

2.3.1.4. Food Waste Collection Containers: Food waste collection containers are to be emptied and a clean, appropriately sized liner installed.

2.3.1.5. Clean & Disinfect Waste Receptacles: Containers shall be cleaned and disinfected to remove stains, smudges, and dried refuse.

2.3.2. CLEAN & DISINFECT

2.3.2.1. Clean Doors, Walls, and Frames: Remove finger marks, furniture rubs, and scuff marks from walls, doors, frames, and kick plates.

2.3.2.2. Clean and Disinfect Handles, Handrails, and Covers: Clean and disinfect door handles, handrails, electrical switch plates, and outlet covers.

2.3.2.3. Wipe Counters, Backsplash, Cabinets and Appliances: Disinfect all knobs, keypads, handles, cabinet fronts and pulls, countertops, tables, towel dispensers, and appliances (exterior of refrigerator, stove, microwave) are to be cleaned to remove finger marks, smudges, and left in a dust/dirt free condition.

2.3.2.4. Clean and Disinfect Kitchen Sinks & Faucets: Stainless steel sinks, faucets, and handles are to be cleaned and disinfected with a disinfectant to remove all stains, spills, and food debris.

2.3.2.5. Restocking Dispensers: Kitchen dispensers (paper towel and soap) are to be checked.

2.3.2.6. Dispensers shall be filled as needed or as directed by the Contract Administrator.

2.3.3. FURNITURE

2.3.3.1. Furniture Placement: Furniture, chairs, refuse containers are to be placed back in their appropriate locations.

2.3.3.2. Furniture – Damp Wipe: Furniture shall be damp wiped with disinfectant to remove stains, smudges, and dried refuse.

2.3.3.3. Furniture – Vacuuming: Upholstered furniture shall be vacuumed clean, debris, and lint free.

2.3.4. DUSTING

2.3.4.1. Dust Horizontal Surfaces: Horizontal surfaces, window ledges, light fixtures, picture frames, and the like are to be dust free.

2.3.4.2. Dust Furniture: Kitchen furniture, tables, and chairs are to be dust free.

2.3.5. FLOORING

2.3.5.1. Vacuum Carpet: Carpeted areas are to be thoroughly vacuumed. Furnishings (chairs, wastebaskets, etc.) are to be moved and returned to their original locations.

2.3.5.2. Vacuum with Edging Tool – All Corners: Carpet edges and corners where floor and wall intersect, where floor and thresholds meet or around the bases of any object permanently placed on a carpet surface are to be vacuumed with an edging tool.

2.3.5.3. Baseboard Cleaning: Baseboards (wood, vinyl, rubber) shall be kept cleaned with an appropriate product so as not to discolor or scratch.

2.3.5.4. Routine Spot Clean Carpet: Carpet is to be kept in a stain-free condition. The Contract Administrator and the Contractor shall agree as to whether carpet shampooing/extraction supersedes spot cleaning.

2.3.5.5. Laminate Flooring areas shall be swept with a floor duster and "mopped" with a microfiber mop and designated floor cleaner.

2.4. RESTROOMS

2.4.1. REFUSE – CONTAINERS

2.4.1.1. Empty Containers/Replace Line r: All refuse containers shall be completely emptied and a clean, appropriately sized liner installed.

2.4.1.2. Wipe Clean Containers: Containers shall be damp wiped clean to remove stains, smudges, and dried refuse.

2.4.1.3. Clean & Disinfect Waste Receptacles: Containers shall be cleaned and disinfected to remove stains, smudges, and dried refuse.

2.4.2. CLEAN & DISINFECT

2.4.2.1. Clean Doors, Walls, and Frames: Remove finger marks, scuff marks, and debris from walls, doors, frames, and kick plates.

2.4.2.2. Clean and Disinfect Handles, Handrails, and Covers: Clean and disinfect door handles, handrails, electrical switch plates, and outlet covers.

2.4.2.3. Mop floors clean with disinfectant.

2.4.2.4. Prime Floor Drains: Floor drains are to be flushed with water to clean out the traps and eliminate odors. If necessary, a disinfectant odor neutralizer is to be used in conjunction with the water.

2.4.2.5. Clean Dispensers, Walls, Partition: Clean dispensers, walls, and partitions to be free of soap scum, finger prints, dirt, smudges, and graffiti.

2.4.2.6. Clean and Disinfect Restroom Fixtures: Clean and disinfect all porcelain and sinks, faucets, handles, toilets, flush urinals, and urinal partitions to be free of deposits, stains, soap, and odors.

2.4.2.7. Clean and Disinfect Fixture Exteriors: Fixtures (sinks, faucets, toilets, urinals) exteriors, undersides, and bases are to be cleaned and disinfected with an appropriate cleaner to remove any deposits which may occur.

2.4.2.8. Clean and Polish Chrome and Stainless Steel: Plumbing fixtures are to be cleaned and polished to produce a shiny appearance.

2.4.3. RESTOCKING

2.4.3.1. Restocking Dispensers: Restroom dispensers (paper towel, seat covers, toilet paper, soap, etc.) are to be checked daily. Dispensers shall be filled as needed or as directed by the Contract Administrator.

2.4.4. FURNITURE

2.4.4.1. Furniture Placement: Furniture, chairs, refuse containers are to be placed back in their appropriate locations.

2.4.4.2. Furniture – Damp Wipe: Furniture shall be damp wiped with disinfectant to remove stains, smudges, and dried refuse.

2.4.5. DUSTING

2.4.5.1. Dust Horizontal Surfaces: Horizontal surfaces, window ledges, light fixtures, picture frames, and the like are to be dust free.

2.4.5.2. High Dust – Vents, Grilles, Lighting, Etc.: High dusting shall be anything over 6' from the floor including vents, grilles, exhaust fans, light fixtures, clocks, door tops, and frames.

2.4.6. GLASS

2.4.6.1. Clean Mirrors: Mirrors shall be kept clean, fog, and streak free.

2.4.7. FLOORING – CERAMIC TILE

2.4.7.1. Sweep Ceramic Tile Floors: Ceramic tile flooring shall be swept with a broom to leave the floor in a dirt (dust) free state.

2.4.7.2. Damp Mop and Disinfect Ceramic Tile Floors: Ceramic tile floor surfaces shall be damp mopped with a disinfectant.

2.4.7.3. Baseboard Cleaning: Baseboards (ceramic tile) shall be cleaned with an appropriate product so as not to discolor or scratch.

2.5. CONFERENCE ROOMS

2.5.1. REFUSE – CONTAINERS

2.5.1.1. Empty Containers/Replace Liner: All refuse containers shall be completely emptied and a clean, appropriately sized liner installed.

2.5.1.2. Wipe Clean Containers: Containers shall be damp wiped clean to remove stains, smudges, and dried refuse.

2.5.1.3. Recycling Containers: Recycling Containers for all recyclables are to be emptied and a clean, appropriately sized liner installed.

2.5.1.4. Food Waste Collection Containers: Food waste collection containers are to be emptied and a clean, appropriately sized liner installed.

2.5.1.5. Clean & Disinfect Waste Receptacles: Containers shall be cleaned and disinfected to remove stains, smudges, and dried refuse.

2.5.2. CLEAN & DISINFECT

2.5.2.1. Clean and Disinfect Handles, Handrails, and Covers: Clean and disinfect door handles, glass areas around the handles, handrails, electrical switch plates, and outlet covers.

2.5.2.2. Clean and Disinfect Printers, Copy, Scanning and Communications Equipment: Disinfect and remove dirt, smudges, and finger marks from printers, telephones, copy machines, fax machines and scanning machines.

2.5.3. FURNITURE

2.5.3.1. Furniture Placement: Furniture, chairs, refuse containers are to be placed back in their appropriate locations.

2.5.3.2. Furniture – Damp Wipe: Furniture including conference tables shall be damp wiped with disinfectant to remove stains, smudges, and dried refuse.

2.5.3.3. Furniture – Vacuuming: Upholstered furniture shall be vacuumed clean, debris, and lint free.

2.5.4. DUSTING

2.5.4.1. Dust Horizontal Surfaces: Horizontal surfaces, window ledges, light fixtures, picture frames, and the like are to be dust free.

2.5.4.2. Dust Furniture: Conference Room tables, chairs, and equipment are to be dust free.

2.5.4.3. High Dust – Vents, Grilles, Lighting, Etc.: High dusting shall be anything over 6' from the floor including vents, grilles, exhaust fans, light fixtures, clocks, door tops, and frames.

2.5.5. CARPET

2.5.5.1. Vacuum Carpet: Carpeted conference rooms are to be thoroughly vacuumed. Furnishings (chairs, wastebaskets, etc.) are to be moved and returned to their original locations.

2.5.5.2. Vacuum with Edging Tool – All Corners: Carpet edges and corners where floor and wall intersect, where floor and thresholds meet or around the bases of any object permanently placed on a carpet surface are to be vacuumed with an edging tool.

2.5.5.3. Routine Spot Clean Carpet: Carpet is to be kept in a stain-free condition. The Contract Administrator and the Contractor shall agree as to whether carpet shampooing/extraction supersedes spot cleaning.

2.5.5.4. Baseboard Cleaning: Baseboards (wood, vinyl, rubber) shall be kept cleaned with an appropriate product so as not to discolor or scratch.

2.6. CARPET CLEANING

2.6.1. The County shall request a price to clean the carpets (heavy traffic areas) every 6 months with a Dry-Chemical cleaning.

2.6.2. The County shall request a price to clean all of the carpeted areas on an annual basis with a

2.6.3. Dry-Chemical cleaning.

2.6.4. Carpet cleaning will occur on Friday's after 5pm and shall be done in a manner that will result in dry and available to walk on areas within 24 hours. The County will coordinate access during this time.

ATTACHMENT B-3: FREQUENCY OF TASKS

FREQUENCY OF TASKS

I. ALL AREAS	DAILY	WEEKLY	MONTHLY
1. Empty & Wipe clean wastebaskets	x		
2. Clean Door handles and surrounding area (excludes private office doors)	x		
3. Dust/wipe clean and vacuum furniture as needed		x	
4. Clean and sanitize drinking fountains	x		
5. Spot clean reception lobby glass, including front door	x		
6. Low dust horizontal surfaces, including sills, ledges, molding, and shelves			x
7. Dust Tops of common area cabinets (excludes Cubicles)		x	
8. Vacuum Carpets		x	
9. Sweep and mop Laminate Flooring	x		
10. Sweep and mop Linoleum flooring	x		
II. KITCHEN			
1. Sanitize Counters	x		
2. Sanitize exterior of appliances	x		
3. Sanitize Table Tops	x		
4. Sanitize Plastic chair backs and vacuum cloth seats		x	
III. RESTROOMS			
1. Clean and disinfect urinals, toilets, fixtures, countertops and door handles	x		
2. Clean Mirrors	x		
3. Restock supplies	x		
4. Mop floors	x		

EXHIBIT C-3: BUILDING LAYOUT

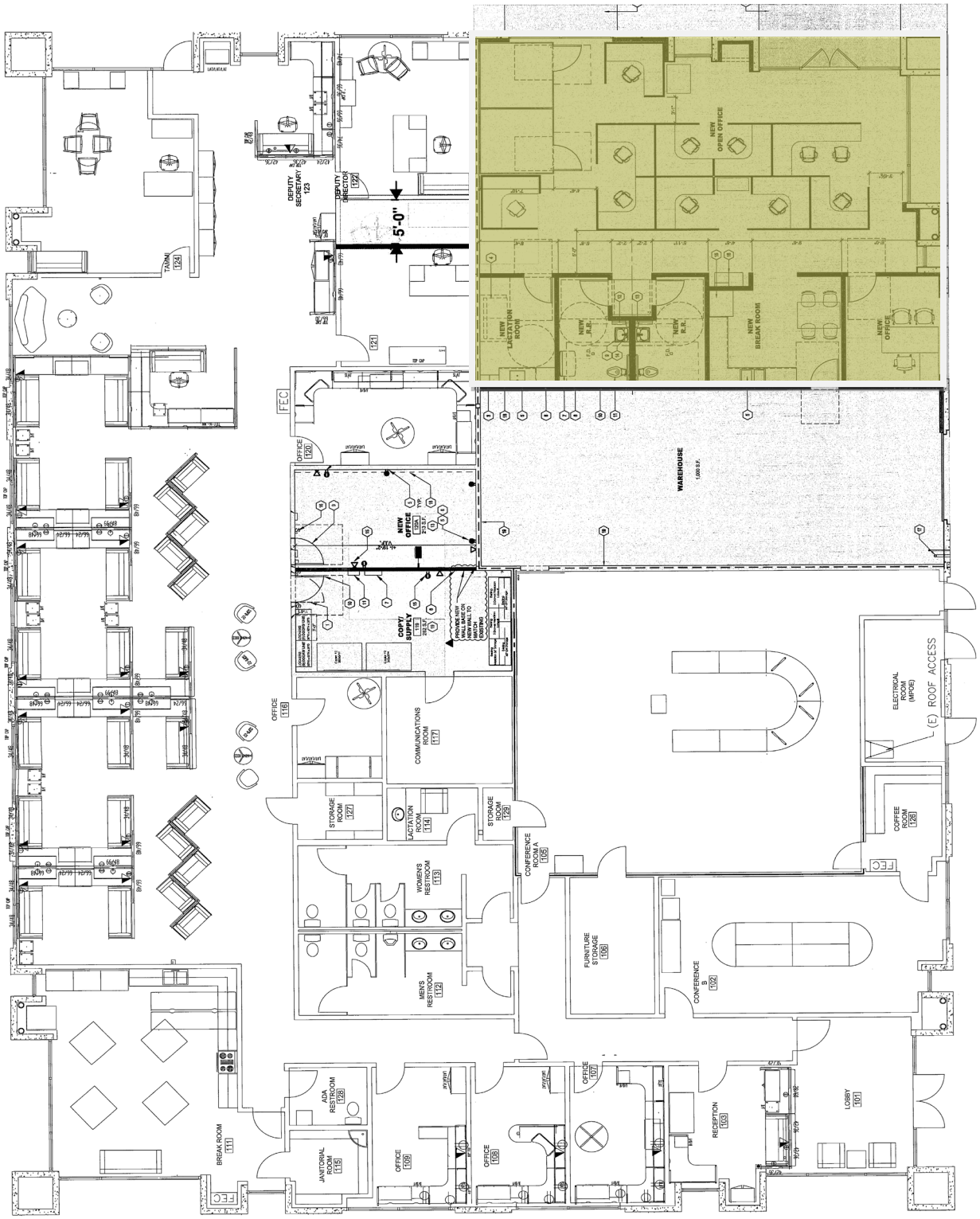


EXHIBIT D-3: PAYMENT PROVISIONS

1. Rate Sheet before the addition of 2,000 Sq. Ft. existing office space

COUNTY BUILDING LOCATION	ALL-INCLUSIVE MONTHLY TOTAL
585 Technology Court, Riverside, CA 92507	$ 1,994.95

OPTIONAL ITEMS – PRICE PER OCCURRENCE	
Item 1: Chem-Dry Carpet Cleaning Heavy Traffic Areas	$ 354.55
Item 2: Complete Carpet Cleaning	$ 512.13
Item 3: Strip, Clean, Buff/Wax Linoleum Floors	$ 565.38

NOTE: For Carpet cleaning and floor waxing, the Contractor will provide all equipment, supplies, and labor experienced in operating cleaning equipment. Sub-contracting this service is allowable with prior written approval from the First 5 Riverside County Administrator.

The undersigned has carefully checked all of the above figures and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in making this proposal for services.



Signature

Company Name

TOM TRAN

Printed Name

030425-CITY OF RIVERSIDE

Business License Number

VICE PRESIDENT

Title

APRIL 25, 2023

Date:

D.I.R. Number: JS-LR-0000155559

CA Small Business Number: 37216

EXHIBIT D-3: PAYMENT PROVISIONS CONTINUED

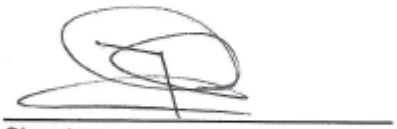
2. Rate Sheet after the addition of 2,000 Sq. Ft. existing office space

COUNTY BUILDING LOCATION	ALL-INCLUSIVE MONTHLY TOTAL
585 Technology Court, Riverside, CA 92507	$ 2,690.26

OPTIONAL ITEMS – PRICE PER OCCURRENCE	
Item 1: Chem-Dry Carpet Cleaning Heavy Traffic Areas	$ 472.73
Item 2: Complete Carpet Cleaning	$ 782.84
Item 3: Strip, Clean, Buff/Wax Linoleum Floors	$ 853.84

NOTE: For Carpet cleaning and floor waxing, the Contractor will provide all equipment, supplies, and labor experienced in operating cleaning equipment. Sub-contracting this service is allowable with prior written approval from the First 5 Riverside County Administrator.

The undersigned has carefully checked all of the above figures and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in making this proposal for services.



Signature

WURM'S JANITORIAL SERVICES INC.
Company Name

TOM TRAN
Printed Name

0030425 (CITY OF RIVERSIDE)
Business License Number

VICE PRESIDENT
Title

April 25, 2023
Date:

D.I.R. Number: 15-LR-0000155559

CA Small Business Number: 37216

10. **23-24:** Approve 14 Contracts in Alignment with First 5 Riverside County Children and Families Commission Strategic Plan through 2026 **168**
[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)]

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

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

SUMMARY OF REQUEST

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

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

1. ***Quality Early Learning*: *Proposition 10*** funds, not to exceed **$220,500** for one (1) contract noted in Attachment B, Item #9.

2. ***Comprehensive Health & Development***: ***Proposition 10*** funds, not to exceed **$3,857,105** for six (6) contracts noted in Attachment B, Table 1, Items # 3, 4, 5, 8, 11 & 14.

   CalWORKs funding, not to exceed **$7,441,763** for four (4) contracts noted in Attachment B, Table 1, Items # 2, 6, 10, & 13.

3. **Resilient Families**: ***Proposition 10*** (Family Resource Center Match funds), not to exceed **$900,000** for three (3) contracts noted in Attachment B, Table 1, Items #1, 7 & 12.

BACKGROUND

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

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

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

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

RECOMMENDED ACTION

That the Commission:

1. Approve funding for 14 contracts noted in Attachment B, Table 1, for an amount not to exceed $12,419,368, effective July 1, 2023 – June 30, 2026, and authorize the Executive Director to sign contracts on behalf of the Commission, subject to County Counsel as to form. Prop 10 funding amount not to exceed $4,977,605 and CalWORKs funding amount not to exceed $7,441,763. The project period for three contracts, noted in Attachment B, items # 2, 6, & 13 have an effective project period beginning May 10, 2023 – June 30, 2026; and
2. Authorize the Executive Director, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of contracts noted in Attachment B on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation has been included in the proposed FY 23/24 budget (938001-25800-92950, 92945, 92960-527980/525440). Additional funding will be included in the subsequent fiscal year's proposed budget.

STRATEGIC PLAN RELEVANCE

Goal 1: Quality Early Learning
Goal 2: Comprehensive Health and Development
Goal 3: Resilient Families

POTENTIAL CONFLICTS OF INTEREST

None known

ATTACHMENTS

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

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

Action Item 23-24 - TABLE 1

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

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

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

JULY 12 2023 COMMISSION MEETING - TABLE 2

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

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

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

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

RCCFC AWARD:	**CF24112**
CONTRACTOR:	BLINDNESS SUPPORT SERVICES
CONTRACT SUBJECT MATTER:	HOME VISITING PROP 10
CONTRACT TERM:	**07/01/23 - 06/30/26**
MAXIMUM REIMBURSABLE AMOUNT:	**$495,000**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed **$495,000**.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed **$495,000** as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10, to provide services and results as set forth in Attachments A, B, C and D attached hereto as incorporated herein by reference, subject to the following terms and conditions:

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

Authorized Signature for COMMISSION:	**Authorized Signature for CONTRACTOR:**
Tammi Graham, Executive Director	Pete Benavides
Date Signed:	Title: President & CEO and Authorized Signatory
585 Technology Court Riverside, CA 92507-2423	3696 Beatty Drive Riverside, CA 92503
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Kristine Bell-Valdez Supervising Deputy County Counsel	ATTEST SIGNATURE:
Date Signed: 5/2/23	Lynn M. Stephens Executive Assistant IV
	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

Contents

1. NOTICES 5
2. SOURCE AND SCOPE OF CONTRACT 5
3. DEFINITIONS 5
4. TERM 6
5. COMPLIANCE, DISALLOWANCE, WITHHOLDING 6
6. TERMINATION 6
7. REQUIREMENT OF SUPPLEMENTING PROGRAM 7
8. DATA MANAGEMENT 7
9. SCOPE OF WORK (SOW) 8
10. REIMBURSEMENT OF COSTS 8
11. FISCAL AND PROGRAM REPORTING REQUIREMENTS 9
12. REIMBURSEMENT OF FUNDS TO THE COMMISSION 10
13. COMMISSION FISCAL REQUIREMENTS 11
    - A. Budget Revisions 11
    - B. Amendments 11
    - C. Cost Allocation Plan 11
    - D. Overhead/Indirect Costs 12
    - E. Revenues Received 12
    - F. Payroll Taxes 12
    - G. Payor of Last Resort 12
14. CONTRACTOR AUDIT REQUIREMENTS 12
15. INVENTORIABLE EQUIPMENT 13
16. REVERSION OF ASSETS 13
17. TOBACCO CONTROL POLICY 14
18. CONDUCT OF BUSINESS 14
19. RECORDS MANAGEMENT AND MAINTENANCE 15
20. PUBLIC DISCLOSURE OF DOCUMENTS 16
21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION 16
22. GOVERNING LAW AND VENUE 16
23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES 17
24. PUBLICITY AND ATTRIBUTION REQUIREMENTS 18
25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY 19
26. WORK PRODUCT 19
27. NON-DISCRIMINATION 19
28. CHILD ABUSE REPORTING 20
29. DEPARTMENT OF JUSTICE CLEARANCE 20
30. ADULT AND ELDER ABUSE REPORTING 20
31. INDEPENDENT CONTRACTOR 20
32. HOLD HARMLESS/INDEMNIFICATION 20
33. INSURANCE 21
34. ASSIGNMENT 24
35. ALTERATION AND/OR AMENDMENT 24
36. CONFLICT OF INTEREST 24
37. WAIVER AND SEVERABILITY 24
38. DISALLOWANCE 24
39. OFFICIAL DOCUMENTS 24
40. ENTIRE CONTRACT 24
41. NONEXCLUSIVE CONTRACT 24
42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT 25
43. COMPLIANCE WITH LAW 25

44. CONFLICTS IN INTERPRETATION 25
45. COUNTERPARTS 25
ATTACHMENT A: SCOPE OF WORK 26
ATTACHMENT B: BUDGET 30
ATTACHMENT C: PAYMENT PROVISIONS 31
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY 33
ATTACHMENT E: HIPAA BUSINESS ASSOCIATE AGREEMENT 34

Terms and Conditions

1. NOTICES

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

COMMISSION:	CONTRACTOR:
Tammi Graham, Executive Director First 5 Riverside County 585 Technology Court Riverside, California 92507	Pete Benavides BLINDNESS SUPPORT SERVICES 3696 Beatty Drive Riverside, CA 92503

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 **07/01/23** through **06/30/26** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

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

6. TERMINATION

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

1. Termination for cause:

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

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

CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

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

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

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

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

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

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

8. DATA MANAGEMENT

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

are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

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

B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.

C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).

D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.

E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

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

A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

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

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

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

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

B. Program Reporting

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

C. Monthly Reporting

CONTRACTOR shall input and submit program data into the COMMISSION'S data management system on a monthly basis and input must be completed by the 20th of the month following Contract performance. If the reporting due date falls on a weekend or holiday, the due date will be on the following business day. The due date for program data submitted in the 4th quarter (April, May and June) may be modified by COMMISSION as required to meet internal COUNTY and State reporting deadlines. Modified due dates will be communicated to CONTRACTOR

through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Any changes that occur with program data input must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the change.

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

D. Quarterly and Annual Reporting

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

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

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

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

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

12. <u>REIMBURSEMENT OF FUNDS TO THE COMMISSION</u>

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 <u>any</u> of the conditions below are met:

a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.

b. A single-funded staff member shares time between two or more COMMISSION funded programs.

c. The same facilities and/or resources are utilized by more than one funded program.

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.

2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.

3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

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

E. Revenues Received

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

F. Payroll Taxes

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

G. Payor of Last Resort

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

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

14. CONTRACTOR AUDIT REQUIREMENTS

A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls

over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.

B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars ($1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars ($1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars ($1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

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

commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.

B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

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

18. CONDUCT OF BUSINESS

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

A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.

C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.

D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required

services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.

G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.

H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.

I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

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

19. RECORDS MANAGEMENT AND MAINTENANCE

A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.

C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:

a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and

b. Submission of the Program Progress Report on a quarterly basis.

D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).

F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

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

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

A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.

B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is

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

C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.

D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

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

B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and

4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.

D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.

E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and

Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.

B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside County"
"Funded by First 5 Riverside County"

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

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

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

"Funded in part by First 5 Riverside County"

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

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

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

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

C. The approved First 5 Riverside County logo (graphic) shall be used on materials specific to the COMMISSION funded program. CONTRACTOR shall use the approved First 5 Riverside County logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside County graphics attribution standard as posted on the COMMISSION public website (www.First5Riverside.org).

D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.

E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

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

26. WORK PRODUCT

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

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

27. NON-DISCRIMINATION

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

28. CHILD ABUSE REPORTING

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

A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

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

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

30. ADULT AND ELDER ABUSE REPORTING

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) 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: BLINDNESS SUPPORT SERVICES
Program: Home Visiting Program - Prop 10
Geographical Region: All Supervisorial Districts
Contract #: CF24112
Project/Budget Cycle: 07/01/23 - 06/30/26
Strategic Plan: Comprehensive Health and Development

Program Overview

CONTRACTOR will provide home visitation and training to children, 0 through 2 years of age, including those who are blind, visually impaired, or have other sensory disabilities, and their families throughout Riverside County. CONTRACTOR will accept referrals from organizations throughout Riverside County, provide information through telephone contact for inquiries from the public, and provide referral services to individuals/families for other specialized intervention, if applicable.

Services funded by F5RC have specific service delivery requirements which align with F5RC's strategic goals, incorporate evidence-based program models with best practices that have proven effective in strengthening and supporting families with young children.

CONTRACTOR will provide all HVP eligible participants with an opportunity to receive one thousand dollars ($1000) worth of material goods, dependent on an observable need. The material goods can be used for a program participant's household related to care, health, and safety of the child and family, which shall not exceed one thousand dollars ($1000). Some examples of appropriate use of material goods may include, but are not limited to: child safety kits, car seats, appliance repairs, adaptive equipment for children with disabilities, and resources related to child and family language and literacy needs. Material goods items are not intended to be an incentive for individuals to participate, but rather a response to the specific needs of the participant and their families. These resources are intended to be used as a mechanism to remove barriers for vulnerable families. By eliminating these barriers, this program can help support stability for a family. Not all family's needs will fall into the scope of these funds, but if an appropriate family need is identified by the home visitor, an effort should be made to offer material goods to support that family. Funding for material goods shall not be administered to a participant using an Electronic Benefit Transfer (EBT) card, gift cards, or cash. Items purchased cannot be used to supplant services including, but not limited to services already being provided through Welfare-to Work (WTW) supportive services, such as diapers and transportation.

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
Home Visitation, Group Connection, and/or Linkages	CONTRACTOR will provide home visitation to children, 0 through 5 years of age, who are blind, visually impaired, have dual disabilities such as deaf/blind, hard of hearing, or have an aversion to tactile stimuli where the visual impairment is secondary, and/or have other sensory disabilities.	CONTRACTOR will utilize evidence-based programs and tools to provide Home Visitation services: • Parents as Teachers (PAT) Program model Depending on need:	1. CONTRACTOR Home Visitation program will serve **15*** parents with the PAT home visitation program. (Core)

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
		1. Adaptation needs a) Tactile Approach to Learning (TATL) adaptation will be applied if necessary. b) The Oregon Project for Visually Impaired and Blind Preschool Children, Skills Inventory (OR Project) will be applied if necessary. 1. Orientation and Mobility instruction (O&M) 2. No Adaptation needs ASQ: Ages & Stages Questionnaire *: Annual Target	2. CONTRACTOR Home Visitation program will serve **15*** children 0 through 5 years of age with the PAT home visitation program. (Core) 3. CONTRACTOR will document the number of home visits provided to enrolled families in the PAT home visitation program. (Core) 4. CONTRACTOR will document the number of parents/families that successfully complete the PAT program. (Core) 5. CONTRACTOR will document the number of parents/families that exit the PAT program early. (Core) 6. CONTRACTOR will document the number of group connections and/or meetings, held on a monthly basis for parents and professionals. (Aggregate)

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
Screenings and Assessments	Children will receive initial and follow-up assessments. Assessments are conducted every 6 months with the initial conducted at the 3rd or 4th visit to allow time for the home visitor and the child to build rapport.	A modified OR Project Skills Inventory will be utilized to complete comprehensive assessments and for use with children who are blind or visually impaired. All children will receive either an initial or follow-up assessment with the OR Project Skills Inventory at least bi-annually following the fidelity of the assessment. Screenings and Assessments will be entered into the Apricot 360 database.	7. CONTRACTOR will document the number of children 0 through 5 years of age that receive an initial assessment using the OR Project Skills Inventory. (Core) 8. CONTRACTOR will document the number of children 0 through 5 years of age that receive a follow-up assessment using the OR Project Skills Inventory. (Core) 9. CONTRACTOR will document the number of children 0 through 5 years of age that demonstrate improvement from pre to post-test on the follow-up OR Project Skills Inventory. (Core) 10. CONTRACTOR will complete and document a family-centered assessment within 30 days of enrollment, upon changes in the

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
			household dynamic, and at least annually thereafter, using an assessment that addresses the PAT-required areas. (Core)
Long-term Sustainability/ Public Awareness/Policy Change Agency will have a long-term sustainability plan outlining how the program will be maintained after First 5 Riverside funding ends. Agency will initiate policy changes which enable stakeholder buy-in and cultural shifts at the community, family and parent/caregiver levels.	• Maintain partnerships to leverage funding from other sources and continue the program beyond the funding cycle. • Promote PAT at Community Forums, Joint Operational Meetings and channels through the Family Resource Centers. • Policies will be reviewed and inclusive of PAT program; develop referral procedures for providers and families to access the service. • As Home Visitation Collaborative evolves, CONTRACTOR is identified as a critical partner in this system approach and will participate in stakeholder convenings.	• Improve family functioning and improve lives of children and families in Riverside County.	Report public awareness/policy change activities in the Performance Narrative quarterly reports.

ATTACHMENT B: BUDGET

AGENCY	Max Visits per FY	Unit of Service*		FY 23/24	FY 24/25	FY 25/26	3 - YEAR TOTAL
BSS (PAT) Prop 10 /w Adjustment	185	$ 511.00	*	$ 94,370	$ 94,370	$ 94,370	$ 283,110
BSS (PAT) Prop 10	185	$ 341.84	*	$ 63,130	$ 63,130	$ 63,130	$ 189,390
P10 Material Goods				$ 7,500	$ 7,500	$ 7,500	$ 22,500
Total P10				$ 165,000	$ 165,000	$ 165,000	$ 495,000

*The Unit of Service (UOS) utilized in the budget table above is used for budgetary approval only. On an annual basis prior to July 1st, CONTRACTOR will provide a Justification of the UOS for approval to F5RC.

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **$495,000** for the duration of the Contract period as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

CONTRACT PERIOD: **07/01/2323 - 06/30/26**

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: HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Addendum") supplements and is made part of (Contract CF24112 "Contract") between the RCCFC and BLINDNESS SUPPORT SERVICES ("CONTRACTOR") and shall be effective as of the date the Contract is approved by both Parties (the "Effective Date").

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Whether the PHI was actually acquired or viewed; and,

(d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The disclosure is required by law; or,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

pocket in full for the health care item or service to which the PHI solely relates; and,

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

4. Obligations of the RCCFC.

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

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

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

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

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

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

A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

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

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

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

E. Report to the RCCFC any use or disclosure of PHI and/or ePHI not provided for by this

Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

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

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

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

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

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

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

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

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

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.t

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

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, to satisfy the requirements of 45 CFR **§164.524.**

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI

in a designated record set the RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR
§164.526.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.

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

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

(2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two
(3) 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. <u>Hold Harmless/Indemnification.</u>

A. CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their

respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

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

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

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

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

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

11. **Termination.**

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

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

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

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

B. Effect of Termination.

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

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

12. **General Provisions.**

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

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

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

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

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

F. **Interpretation of Addendum.**

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

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

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

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

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

RCCFC AWARD:	**CF24101**
CONTRACTOR:	**Cathryn Van Der Linden**
CONTRACT TERM:	**07/01/2023 – 06/30/2026**
MAXIMUM REIMBURSABLE AMOUNT:	**$450,000**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed $452,395.00.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed **$450,000** as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10, to provide services and results as set forth in Attachments A, B, C and D attached hereto as incorporated herein by reference, subject to the following terms and conditions:

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

Authorized Signature for COMMISSION:	**Authorized Signature for CONTRACTOR:**
Tammi Graham, Executive Director	Cathryn Van Der Linden
Date Signed:	Owner
585 Technology Court Riverside, CA 92507-2423	9168 Santa Barbara Drive Riverside, CA 92508
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Kristine Bell-Valdez, Supervising Chief Deputy County Counsel	ATTEST SIGNATURE:
Date Signed: 5/4/23	Lynn M. Stephens Executive Assistant IV
	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

Contents

1. NOTICES 5
2. SOURCE AND SCOPE OF CONTRACT 5
3. DEFINITIONS 5
4. TERM 6
5. COMPLIANCE, DISALLOWANCE, WITHHOLDING 6
6. TERMINATION 6
7. REQUIREMENT OF SUPPLEMENTING PROGRAM 7
8. DATA MANAGEMENT 7
9. SCOPE OF WORK (SOW) 8
10. REIMBURSEMENT OF COSTS 8
11. FISCAL AND PROGRAM REPORTING REQUIREMENTS 9
12. REIMBURSEMENT OF FUNDS TO THE COMMISSION 11
13. COMMISSION FISCAL REQUIREMENTS 11
    A. Budget Revisions 11
    B. Amendments 11
    C. Cost Allocation Plan 11
    D. Overhead/Indirect Costs 12
    E. Revenues Received 12
    F. Payroll Taxes 12
14. CONTRACTOR AUDIT REQUIREMENTS 13
15. INVENTORIABLE EQUIPMENT 13
16. REVERSION OF ASSETS 14
17. TOBACCO CONTROL POLICY 14
18. CONDUCT OF BUSINESS 14
19. RECORDS MANAGEMENT AND MAINTENANCE 15
20. PUBLIC DISCLOSURE OF DOCUMENTS 16
21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION 16
22. GOVERNING LAW AND VENUE 17
23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES 17
24. PUBLICITY AND ATTRIBUTION REQUIREMENTS 18
25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY 19
26. WORK PRODUCT 19
27. NON-DISCRIMINATION 20
28. CHILD ABUSE REPORTING 20
29. DEPARTMENT OF JUSTICE CLEARANCE 20
30. ADULT AND ELDER ABUSE REPORTING 21
31. INDEPENDENT CONTRACTOR 21
32. HOLD HARMLESS/INDEMNIFICATION 21
33. INSURANCE 22
34. ASSIGNMENT 24
35. ALTERATION AND/OR AMENDMENT 24
36. CONFLICT OF INTEREST 25
37. WAIVER AND SEVERABILITY 25
38. DISALLOWANCE 25
39. OFFICIAL DOCUMENTS 25
40. ENTIRE CONTRACT 25
41. NONEXCLUSIVE CONTRACT 25
42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT 25
43. COMPLIANCE WITH LAW 25
44. CONFLICTS IN INTERPRETATION 26
45. COUNTERPARTS 26

ATTACHMENT A: SCOPE OF WORK 27
ATTACHMENT B: BUDGET 29
ATTACHMENT C: PAYMENT PROVISIONS 30
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY 32

Terms and Conditions

1. NOTICES

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

COMMISSION:	CONTRACTOR:
Tammi Graham, Executive Director First 5 Riverside County 585 Technology Court Riverside, California 92507	Cathryn Van Der Linden SoCal Water Babies 9168 Santa Barbara Drive 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 **06/30/2026** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

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

6. TERMINATION

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

1. Termination for cause:

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

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

CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

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

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

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

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

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

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

8. DATA MANAGEMENT

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

processes. Specific areas may include but are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

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

B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.

C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).

D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.

E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

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

A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

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

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

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

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

B. Program Reporting

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

1. **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.**

2. **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 30
- QUARTER 2 (October 1 – December 31): Report Due January 30
- QUARTER 3 (January 1 – March 31): Report Due April 30
- QUARTER 4 (April 1 – June 30): Report Due July 30 (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 30th of the current fiscal year.**

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

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

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

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

13. COMMISSION FISCAL REQUIREMENTS

A. Budget Revisions

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

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

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

B. Amendments

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

C. Cost Allocation Plan

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

A CAP is defined as a written summarization that documents the methods and procedures CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair share, of the total costs. The CONTRACTOR must have a method of identifying and

distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

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

a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.

b. A single-funded staff member shares time between two or more COMMISSION funded programs.

c. The same facilities and/or resources are utilized by more than one funded program.

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.

2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.

3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

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

E. Revenues Received

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

F. Payroll Taxes

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

G. Payor of Last Resort

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

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

14. CONTRACTOR AUDIT REQUIREMENTS

A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.

B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars ($1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars ($1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars ($1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

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

A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.

B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

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

18. CONDUCT OF BUSINESS

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

A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.

C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.

D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.

G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.

H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.

I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

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

19. RECORDS MANAGEMENT AND MAINTENANCE

A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.

C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:

a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and

b. Submission of the Program Progress Report on a quarterly basis.

D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).

F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

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

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

A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.

B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.

D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

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

B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and

4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.

D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.

E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.

B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside County"
"Funded by First 5 Riverside County"

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

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

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

"Funded in part by First 5 Riverside County"

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

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside - 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 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).

D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.

E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

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

26. WORK PRODUCT

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

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

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

27. NON-DISCRIMINATION

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

28. CHILD ABUSE REPORTING

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

A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code

Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

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

30. ADULT AND ELDER ABUSE REPORTING

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

31. INDEPENDENT CONTRACTOR

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

32. HOLD HARMLESS/INDEMNIFICATION

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

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

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

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

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

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

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

33. INSURANCE

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

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

Commercial General Liability:
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross-liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insureds. Policy limit of liability shall not be less than 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 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: Cathryn Van Der Linden (SoCal Water Babies)
Program: Drowning Prevention Courses and Swim Lessons
Geographical Region: All Supervisorial Districts
Contract #: CF24101
Project/Budget Cycle: 07/01/2023 to **06/30/2026**

Program Description
CONTRACTOR will provide a subsidized submersion survival-oriented swim lesson series for approximately 550 children (180 annually). The series will be available countywide at multiple locations including South Riverside County in French Valley, East Riverside County in Cathedral City/Palm Springs, and Central Riverside County in the City of Riverside. The target population are low-income children aged six months through five years of age, including those with special needs. The self-rescue instruction will be delivered using one of the following models, Infant Swimming Resource's Self Rescue® (ISR), Infant Aquatics, Infant Survival Float or Infant Survival Swimming program curriculum which includes the Survival Float (six months and up) and Swim-Float-Swim (three through five years of age).

The objective of the program is to reach children who are at high risk for drowning. Statistically, 85% of all in-water incidents happen when the child is fully clothed. To measure the effectiveness and of the "self-rescue" course and determine the student's skill level, including graduation eligibility, Cathryn Van Der Linden or designee will require the student to complete the rollback to float sequence while they are fully clothed. Parents and/or caregivers will also learn what constitutes direct supervision, the definition of adequate water supervision, early CPR intervention, water and home safety checklists, do's and do not's when hosting a pool party, barriers around pools and spas, and also the importance of door and pool alarms. As a strategy to recruit parents and children into the program, Cathryn Van Der Linden or designee will promote and inform the community of their services through social media platforms, website, distribution of materials to the community focusing on preschools, new pool owners, property transfers of existing homes with a pool, county foster care, and adoption agencies, first responders and law enforcement.

There will be no fee charged to the student for the three to four-week series (12 - 20 individual one-on-one lessons). The number of lessons each student receives is based on the needs of the child. Each student's progress is unique, and the instructor will determine the appropriate number of lessons. Lessons will be offered on a first come first served basis to low-income families that meet one or more of the following criteria: (1) Children served by a First 5 Riverside County funded agency, (2) Children of families currently receiving public benefits including but not limited to: CalWORKs, CalFresh, Medi-Cal, WIC, Quality Start Riverside County CAPP/RHAP, other criteria as approved by First 5 Riverside County that define low-income eligibility. Proof must be obtained (appropriate documentation), reported via secure online intake form, and certified by CONTRACTOR prior to the first day of lessons.

CONTRACTOR will serve an estimated 550 children and 825 (275 annually) parents/caregivers countywide.

CONTRACTOR will provide a water safety brochure to all participant families. The brochure will outline water safety procedures at home and in the community including but not limited to: what constitutes direct supervision, the definition of adequate water supervision, early CPR intervention, current CPR standards, water and home safety checklists, do's and do not's when hosting a pool party, barrier options around pools and spas, door and pool alarms. This brochure is designed to train families on water safety, how to prevent drowning, how to recognize a water emergency, and what to do in the event of a water emergency.

CONTRACTOR will providebi-weekly non-certificate CPR classes taught by an American Red Cross Certified CPR Trainer. Classes will be offered to family members of all lesson participants including siblings, parents, extended family and caregivers of the program participants. Classes will be held at alternating locations to provide access to all participant families. Expansion of services will be explored and will require additional engagement of subcontractors. A pre and post survey will be administered to participating parents to determine the increase in knowledge regarding water safety.

Prerequisites: The participating children must be at least 6 months old to enroll. Participants will provide satisfactory proof of low-income status.

Refresher: Children participating in refresher lessons must be a returning client. Swim Lesson program. Refresher lessons will not exceed 2 weeks.

Priority enrollment: Children that are at high risk for drowning: those living in a home with a pool, have a family member with a pool, and foster children.

245

Targets: Annual Aggregate

1. A minimum of 180 children, ages six months through five years of age, will participate in the Survival Float and/or Swim-Float-Swim program per fiscal year.
2. 90% (or 162) children will be able to complete the "rollback to float" sequence while they are fully clothed.
3. 275 parents/caregivers will receive education on drowning prevention.
4. 70% (or 192) parents will demonstrate improvement from pre to post-test on the drowning prevention knowledge survey.
5. CONTRACTOR will document the number of participants that attend live, in-person non-certificate CPR classes taught by an American Red Cross Certified CPR trainer.
6. CONTRACTOR will document the number of children participating in "refresher" lessons.

ATTACHMENT B: BUDGET

FIRST 5 Riverside County
Children & Families Commission

PROGRAM BUDGET
Contract Period: 2024 - 2025

ORGANIZATION:	SoCal Water Babies	**FINANCE OFFICER:**		**CONTRACT #:**	**CF24101**
PROGRAM TITLE:	Drowning Prevention	**PROGRAM DIRECTOR:**	Cathryn Van Der Linden	**ANNUAL BUDGET:**	**$ 150,000**

	Budget Category		FTE	Pay Rate	# of Hours	Benefit Rate	5FR Salary	F5R	F5R Budget	Total Salary	First 5% of TOTAL SALARY
I.	SALARIES & BENEFITS		A	B	C	D	E	F	G	H	I
	Name:	Title:									
1	Mariah Vallejo	Program Coordinato	0.65	20.00	Salary	0%	16,533.33	-	10,746.67	16,533.33	65%
2	Beinda Ballinger	CPR - First Aid	100.00	30.00	Contract Payment	0%	2,000.00	-	2,000.00	2,000.00	100%
					TOTAL SALARIES & BENEFITS:		$ 18,533	$ -	$ 12,747	$ 18,533	

II.	**OPERATIONAL EXPENSES**		
	Expense:	**% of Allocation:**	**COST**
1	Advertising/Outreach Marketing	1%	2,000.00
2	Office Supplies	0%	500.00
3	Postage & Printing	1%	1,600.00
4	Program Nutrition/Food	0%	-
5	Program Materials and Incentives	2%	3,545.12
6	Professional Services	3%	4,000.00
7	Wireless Devices	0%	-
III.	**EQUIPMENT**		
1	Equipment	0%	-
2	Equipment Lease	0%	-
IV.	**TRAVEL**		
1	Mileage	0%	-
2	Training/Conferences for Program Staff	0%	-
V.	**OTHER COSTS**		
1	Scholarships	0%	-
2	Other Operational Items	0%	-
VI.	**SUBCONTRACTORS**		
	Expense:	**% of Allocation:**	**COST**
1	Non-dupliacted students in Riverside County (175-195 students in each fiscal year 23/24, 24/25, and 25/26)	62%	93,000.00
2	Duplicated students- Refresher Lessons for returning students	9%	12,916.67
3	Registration Fee - Swim Diaper and wetbag cost	7%	10,850.00
VII.	**INDIRECT COSTS**		
	Expense:	**% of Allocation:**	**COST**
1	Insurance	5%	7,500.00
2	Maintenance and Repairs	0%	-
3	Rent/Lease	0%	-
4	Utilities	0%	-
5		0%	-
6		0%	-
7		0%	-
VIII.	**INDIRECT COST RATE**		
	Expense:	**% of Allocation:**	**COST**
1	Indirect Rate (5.5%)	1%	1,341.55
	SUBTOTAL EXPENSES:	**92%**	**137,253.33**
		TOTAL BUDGET:	**150,000.00**

Proposed agency budget must be submitted by July 1st of each fiscal year for approval.

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **$450,000** 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 – 06/30/2026**

1. Method, Time, and Schedule Conditions of Payment

   a. The COMMISSION will disburse funds on a reimbursement payment process based on the Contract Budget (Attachment "B") amount for the applicable fiscal year and monthly report submissions. Payment will be rendered thirty (30) business days from submission of all required documentation and/or the reporting deadline.

   b. Disbursement of any payment of funds to CONTRACTOR shall be made so long as all of the following conditions have been met:

      1. The Contract has been approved by the COMMISSION;

      2. The Contract has been fully executed by all parties;

      3. All applicable licenses to comply with the terms of the SOW are current and valid; and

      4. The CONTRACTOR submits monthly itemized invoices, via the data management system to include the supporting documentation separated by a cover sheet in front of each expense category. Documentation shall include; payroll register or report, time & activity report and/or, timesheets, statement of costs, copy of invoice or receipt, mileage report(s), copy of check(s) or proof of payment; and

      5. COMMISSION staff has reviewed and approved Cost Allocation Plan (if applicable).

   c. Under special circumstances, CONTRACTOR may request advance disbursements. A supplemental disbursement request along with justification must be submitted, in writing, to the Executive Director or designee.

   d. The COMMISSION Executive Director, or designee, reserves the right to withhold or reduce disbursement of funds if CONTRACTOR fails to 1) comply with monthly and/or quarterly reports by the indicated due date as set forth in Section 11 of the Contract; 2) if results achieved are not as projected and no COMMISSION approved plan is in place for improvement; or 3) if the CONTRACTOR is not in compliance with any provision contained within this Contract.

   e. The final funding period amount approved for the applicable fiscal year will be paid based on final expenditures as of June 30th, and reported as of the final deadline to submit program expenditures defined in Section 11. Fiscal and Program Reporting Requirements, A. Fiscal Reporting. Expenditures made after June 30th will not be accepted.

2. Allowable Costs

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

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

b. The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food are based on the current IRS allowable rate.

c. Contractor shall obtain approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by COMMISSION management.

ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY

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

1. Shall not use tobacco products while using the CONTRACTOR'S property e.g., vehicle, equipment; and

2. Shall not sell, offer, or provide tobacco products on CONTRACTOR 'S premises; and

3. Shall have tobacco education and cessation materials visibly available and accessible to clients participating in activities funded by Proposition 10 funds; and

4. Shall assure that the CONTRACTOR and its employees have no current business association or relationship with the tobacco industry, and further agrees to neither accept nor solicit financial contributions, sponsorships, gifts, or services from any tobacco company, executive, or tobacco-related function; and

5. Shall make a reasonable effort to divest of all investments in companies that derive fifteen percent (15%) or more of revenues from tobacco.

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

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

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

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

RCCFC AWARD:	**CF24104**
CONTRACTOR:	**Corona-Norco Family Young Men's Christian Association**
CONTRACT TERM:	**07/01/2023 – 06/30/2026**
MAXIMUM REIMBURSABLE AMOUNT:	**$600,000**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed **$600,000**.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed **$600,000** as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10, to provide services and results as set forth in Attachments A, B, C and D attached hereto as incorporated herein by reference, subject to the following terms and conditions:

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

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Tammi Graham, Executive Director	Audrie Echnoz
Date Signed:	Chief Executive Officer
585 Technology Court Riverside, CA 92507-2423	815 W 6th Street Corona, CA 92882
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Kristine Bell-Valdez Supervising Chief Deputy County Counsel	ATTEST SIGNATURE:
Date Signed: 5/4/23	Lynn M. Stephens Executive Assistant IV
	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

Contents

1. NOTICES 5
2. SOURCE AND SCOPE OF CONTRACT 5
3. DEFINITIONS 5
4. TERM 6
5. COMPLIANCE, DISALLOWANCE, WITHHOLDING 6
6. TERMINATION 6
7. REQUIREMENT OF SUPPLEMENTING PROGRAM 7
8. DATA MANAGEMENT 7
9. SCOPE OF WORK (SOW) 8
10. REIMBURSEMENT OF COSTS 8
11. FISCAL AND PROGRAM REPORTING REQUIREMENTS 9
12. REIMBURSEMENT OF FUNDS TO THE COMMISSION 11
13. COMMISSION FISCAL REQUIREMENTS 11
    A. Budget Revisions 11
    B. Amendments 11
    C. Cost Allocation Plan 11
    D. Overhead/Indirect Costs 12
    E. Revenues Received 12
    F. Payroll Taxes 12
14. CONTRACTOR AUDIT REQUIREMENTS 13
15. INVENTORIABLE EQUIPMENT 13
16. REVERSION OF ASSETS 14
17. TOBACCO CONTROL POLICY 14
18. CONDUCT OF BUSINESS 14
19. RECORDS MANAGEMENT AND MAINTENANCE 16
20. PUBLIC DISCLOSURE OF DOCUMENTS 16
21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION 16
22. GOVERNING LAW AND VENUE 17
23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES 17
24. PUBLICITY AND ATTRIBUTION REQUIREMENTS 18
25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY 19
26. WORK PRODUCT 20
27. NON-DISCRIMINATION 20
28. CHILD ABUSE REPORTING 20
29. DEPARTMENT OF JUSTICE CLEARANCE 21
30. ADULT AND ELDER ABUSE REPORTING 21
31. INDEPENDENT CONTRACTOR 21
32. HOLD HARMLESS/INDEMNIFICATION 21
33. INSURANCE 22
34. ASSIGNMENT 24
35. ALTERATION AND/OR AMENDMENT 24
36. CONFLICT OF INTEREST 25
37. WAIVER AND SEVERABILITY 25
38. DISALLOWANCE 25
39. OFFICIAL DOCUMENTS 25
40. ENTIRE CONTRACT 25
41. NONEXCLUSIVE CONTRACT 25
42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT 25
43. COMPLIANCE WITH LAW 25
44. CONFLICTS IN INTERPRETATION 26
45. COUNTERPARTS 26

ATTACHMENT A: SCOPE OF WORK 27
ATTACHMENT B: BUDGET 28
ATTACHMENT C: PAYMENT PROVISIONS 28
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY 31

Terms and Conditions

1. NOTICES

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

COMMISSION:	CONTRACTOR:
Tammi Graham, Executive Director First 5 Riverside County 585 Technology Court Riverside, California 92507	Audrie Echnoz Corona-Norco Family YMCA 815 W 6th Street Corona, CA 92882

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

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

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

6. TERMINATION

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

1. Termination for cause:

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

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

CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

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

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

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

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

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

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

8. DATA MANAGEMENT

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

processes. Specific areas may include but are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

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

B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.

C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).

D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.

E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

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

A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

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

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

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

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

B. Program Reporting

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

1. **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.**

2. **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 twenty (20) calendar days from the end of the reporting period. In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Quarterly Program Progress Reporting due dates for each Contract period are as follows:

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

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

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

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

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

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

13. COMMISSION FISCAL REQUIREMENTS

A. Budget Revisions

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

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

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

B. Amendments

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

C. Cost Allocation Plan

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

A CAP is defined as a written summarization that documents the methods and procedures CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair

share, of the total costs. The CONTRACTOR must have a method of identifying and distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

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

a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.

b. A single-funded staff member shares time between two or more COMMISSION funded programs.

c. The same facilities and/or resources are utilized by more than one funded program.

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.

2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the sum of the actual reported 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"

"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.

C. 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).

D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.

E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

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

26. WORK PRODUCT

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

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

27. NON-DISCRIMINATION

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

28. CHILD ABUSE REPORTING

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

A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

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

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

30. ADULT AND ELDER ABUSE REPORTING

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

31. INDEPENDENT CONTRACTOR

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

32. HOLD HARMLESS/INDEMNIFICATION

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

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

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

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

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

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

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

33. INSURANCE

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

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

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

Corona-Norco Family YMCA

Swim Lessons

Corona-Norco Family YMCA Swim lessons provide kids and teens with the opportunity to set goals and achieve success, learn water safety and enjoy swimming as a form of exercise. Through swimming lessons, lap swimming and more, the Corona Norco Family YMCA provides a safe environment for swimmers of all ages and abilities.

The Corona-Norco Family YMCA will offer year-round swim lessons for young children ages 6 months through 5 years of age, for any skill level from beginner to advanced. Through quality progressive lessons each swimmer will focus on learning new skills and practicing skills they may have learned before.

Each lesson will be 30 minutes in duration for 4-week sessions. Some classes run once per week and some run twice per week. Corona-Norco Family YMCA plans to run 8 weeks of summer programs followed by year-round swim lessons (40 weeks of off-season lessons). The partnership with First 5 Riverside allows for a specific emphasis on water safety and lessons for children ages 0-5.

In the off-season Corona-Norco Family YMCA will average between 24-28 lessons per week, serving approximately 100-130 swimmers. In summer Corona-Norco Family YMCA will average between 100-120 lessons per week, serving approximately 450-500 swimmers.

Contractor will report the data below and Program Performance Reports (PPRs) quarterly into the First 5 Riverside County data management system.

Targets: Aggregate

On a quarterly basis, Corona-Norco Family YMCA will document the number of children provided swim lessons funded by First 5 Riverside County and will collect demographic information, by pool location, and by fiscal year, including child age (0-3) or (3-5), primary language spoken at home, ethnicity, special needs status and zip code.

ATTACHMENT B: BUDGET
CORONA-NORCO FAMILY YMCA
SWIM LESSONS AND SAFETY AROUND WATER

Drowning is the second leading cause of death or injury for children, and we stand together to prevent children from losing their life due to drowning. Corona Norco Family YMCA will continue to impact and expand outreach in the local community for drowning prevention programming. In order to ensure local children ages 0-5 are provided with education about safety around water, including swim lessons, Corona Norco Family YMCA will provide 4000 swim sessions to First 5 Riverside County's participants in the 0-5 age range over the next 3 years at the rate of $150 per swimmer. Priority for the free swim lessons will be given to low-income children based on whether the family is currently receiving public assistance (including, but not limited to, CalWORKs, CalFresh, WIC, California National School Breakfast and Lunch Program).

Fiscal Year	Lessons	Cost	Total
23-24	1333 children	$150 per child	$200,000
24-25	1333 Children	$150 per child	$200,000
25-26	1334 Children	$150 per child	$200,000
3 years	**4000 lessons**		**$600,000**

CONTRACTOR will submit the proposed agency budget to First 5 Riverside County for approval before July 1st of each fiscal year.

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed $600,000 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 – 06/30/2026**

1. Method, Time, and Schedule Conditions of Payment

   a. The COMMISSION will disburse funds on a reimbursement payment process based on the Contract Budget (Attachment "B") amount for the applicable fiscal year and monthly report submissions. Payment will be rendered thirty (30) business days from submission of all required documentation and/or the reporting deadline.

   b. Disbursement of any payment of funds to CONTRACTOR shall be made so long as all of the following conditions have been met:

      1. The Contract has been approved by the COMMISSION;

      2. The Contract has been fully executed by all parties;

      3. All applicable licenses to comply with the terms of the SOW are current and valid; and

      4. The CONTRACTOR submits monthly itemized invoices, via the data management system to include the supporting documentation separated by a cover sheet in front of each expense category. Documentation shall include; payroll register or report, time & activity report and/or, timesheets, statement of costs, copy of invoice or receipt, mileage report(s), copy of check(s) or proof of payment; and

      5. COMMISSION staff has reviewed and approved Cost Allocation Plan (if applicable).

   c. Under special circumstances, CONTRACTOR may request advance disbursements. A supplemental disbursement request along with justification must be submitted, in writing, to the Executive Director or designee.

   d. The COMMISSION Executive Director, or designee, reserves the right to withhold or reduce disbursement of funds if CONTRACTOR fails to 1) comply with monthly and/or quarterly reports by the indicated due date as set forth in Section 11 of the Contract; 2) if results achieved are not as projected and no COMMISSION approved plan is in place for improvement; or 3) if the CONTRACTOR is not in compliance with any provision contained within this Contract.

   e. The final funding period amount approved for the applicable fiscal year will be paid based on final expenditures as of June 30th and reported as of the final deadline to submit program expenditures defined in Section 11. Fiscal and Program Reporting Requirements, A. Fiscal Reporting. Expenditures made after June 30th will not be accepted.

2. Allowable Costs
   Funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget.
   a. Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the COMMISSION. CONTRACTOR agrees COMMISSION may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary, or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

   b. The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food are based on the current IRS allowable rate.

   c. Contractor shall obtain approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by COMMISSION management.

ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY

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

1. Shall not use tobacco products while using the CONTRACTOR'S property e.g., vehicle, equipment; and

2. Shall not sell, offer, or provide tobacco products on CONTRACTOR 'S premises; and

3. Shall have tobacco education and cessation materials visibly available and accessible to clients participating in activities funded by Proposition 10 funds; and

4. Shall assure that the CONTRACTOR and its employees have no current business association or relationship with the tobacco industry, and further agrees to neither accept nor solicit financial contributions, sponsorships, gifts, or services from any tobacco company, executive, or tobacco-related function; and

5. Shall make a reasonable effort to divest of all investments in companies that derive fifteen percent (15%) or more of revenues from tobacco.

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

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

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

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

RCCFC AWARD:	**CF24123**
CONTRACTOR:	**FAMILY SERVICES ASSOCIATION**
CONTRACT SUBJECT MATTER:	**HOME VISITING PROGRAM -CalWORKS**
CONTRACT TERM:	**05/10/23 - 06/30/26**
MAXIMUM REIMBURSABLE AMOUNT:	**$1,566,750**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed **$1,566,750**.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed **$1,566,750** 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
Date Signed:	Title: Chief Operating Officer and Authorized Signatory
585 Technology Court Riverside, CA 92507-2423	21250 Box Springs Road Suite 212 Moreno Valley, CA 92570
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Kristine Bell-Valdez Supervising Deputy County Counsel	ATTEST SIGNATURE:
Date Signed: 6/3/23	Lynn M. Stephens Executive Assistant IV
	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

Contents

1. NOTICES 5
2. SOURCE AND SCOPE OF CONTRACT 5
3. DEFINITIONS 5
4. TERM 6
5. COMPLIANCE, DISALLOWANCE, WITHHOLDING 6
6. TERMINATION 6
7. REQUIREMENT OF SUPPLEMENTING PROGRAM 7
8. DATA MANAGEMENT 7
9. SCOPE OF WORK (SOW) 8
10. REIMBURSEMENT OF COSTS 8
11. FISCAL AND PROGRAM REPORTING REQUIREMENTS 9
12. REIMBURSEMENT OF FUNDS TO THE COMMISSION 10
13. COMMISSION FISCAL REQUIREMENTS 11
    - A. Budget Revisions 11
    - B. Amendments 11
    - C. Cost Allocation Plan 11
    - D. Overhead/Indirect Costs 12
    - E. Revenues Received 12
    - F. Payroll Taxes 12
    - G. Payor of Last Resort 12
14. CONTRACTOR AUDIT REQUIREMENTS 12
15. INVENTORIABLE EQUIPMENT 13
16. REVERSION OF ASSETS 13
17. TOBACCO CONTROL POLICY 14
18. CONDUCT OF BUSINESS 14
19. RECORDS MANAGEMENT AND MAINTENANCE 15
20. PUBLIC DISCLOSURE OF DOCUMENTS 16
21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION 16
22. GOVERNING LAW AND VENUE 16
23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES 17
24. PUBLICITY AND ATTRIBUTION REQUIREMENTS 18
25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY 19
26. WORK PRODUCT 19
27. NON-DISCRIMINATION 19
28. CHILD ABUSE REPORTING 20
29. DEPARTMENT OF JUSTICE CLEARANCE 20
30. ADULT AND ELDER ABUSE REPORTING 20
31. INDEPENDENT CONTRACTOR 20
32. HOLD HARMLESS/INDEMNIFICATION 20
33. INSURANCE 21
34. ASSIGNMENT 24
35. ALTERATION AND/OR AMENDMENT 24
36. CONFLICT OF INTEREST 24
37. WAIVER AND SEVERABILITY 24
38. DISALLOWANCE 24
39. OFFICIAL DOCUMENTS 24
40. ENTIRE CONTRACT 24
41. NONEXCLUSIVE CONTRACT 24
42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT 25
43. COMPLIANCE WITH LAW 25

44. CONFLICTS IN INTERPRETATION 25
45. COUNTERPARTS 25
ATTACHMENT A: SCOPE OF WORK 26
ATTACHMENT B: BUDGET 31
ATTACHMENT C: PAYMENT PROVISIONS 32
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY 34
ATTACHMENT E: HIPAA BUSINESS ASSOCIATE AGREEMENT 35

Terms and Conditions

1. NOTICES

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

COMMISSION:	CONTRACTOR:
Tammi Graham, Executive Director First 5 Riverside County 585 Technology Court Riverside, California 92507	Shannon Gonzalez FAMILY SERVICES ASSOCIATION 21250 Box Springs Road Suite 212 Moreno Valley, CA 92570

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 **05/10/23**through **06/30/26**unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

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

6. TERMINATION

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

1. Termination for cause:

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

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

CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

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

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

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

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

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

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

8. DATA MANAGEMENT

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

are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

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

B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.

C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).

D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.

E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

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

A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

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

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

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

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

B. Program Reporting

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

C. Monthly Reporting

CONTRACTOR shall input and submit program data into the COMMISSION'S data management system on a monthly basis and input must be completed by the 20th of the month following Contract performance. If the reporting due date falls on a weekend or holiday, the due date will be on the following business day. The due date for program data submitted in the 4th quarter (April, May and June) may be modified by COMMISSION as required to meet internal COUNTY and State reporting deadlines. Modified due dates will be communicated to CONTRACTOR

through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Any changes that occur with program data input must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the change.

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

D. Quarterly and Annual Reporting

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

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

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

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

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

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

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

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

13. COMMISSION FISCAL REQUIREMENTS

A. Budget Revisions

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

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

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

B. Amendments

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

C. Cost Allocation Plan

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

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

A written CAP is required if <u>any</u> of the conditions below are met:

a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.

b. A single-funded staff member shares time between two or more COMMISSION funded programs.

c. The same facilities and/or resources are utilized by more than one funded program.

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.

2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.

3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

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

E. Revenues Received

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

F. Payroll Taxes

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

G. Payor of Last Resort

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

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

14. CONTRACTOR AUDIT REQUIREMENTS

A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls

over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.

B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars ($1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars ($1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars ($1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

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

commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.

B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

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

18. CONDUCT OF BUSINESS

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

A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.

C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.

D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required

services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.

G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.

H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.

I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

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

19. RECORDS MANAGEMENT AND MAINTENANCE

A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.

C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:

a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and

b. Submission of the Program Progress Report on a quarterly basis.

D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).

F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

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

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

A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.

B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is

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

C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.

D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

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

B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and

4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.

D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.

E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and

Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.

B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside County"
"Funded by First 5 Riverside County"

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

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

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

"Funded in part by First 5 Riverside County"

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

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

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

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

C. The approved First 5 Riverside County logo (graphic) shall be used on materials specific to the COMMISSION funded program. CONTRACTOR shall use the approved First 5 Riverside County logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside County graphics attribution standard as posted on the COMMISSION public website (www.First5Riverside.org).

D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.

E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

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

26. WORK PRODUCT

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

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

27. NON-DISCRIMINATION

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

28. CHILD ABUSE REPORTING

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

A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

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

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

30. ADULT AND ELDER ABUSE REPORTING

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) 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 SERVICES ASSOCIATION (CONTRACTOR)
Program: Home Visitation Program - CalWORKs
Geographical Region: Countywide
Contract #: CF24123
Project/Budget Cycle: 05/10/23 06/30/26
Strategic Plan: Resilient Families

Program Overview

CONTRACTOR will provide home visits to CalWORKs eligible pregnant individuals and to families with children 0 through 2 years of age participating in the Cal WORKs program in Riverside County.

Home visiting is an evidence-based, voluntary program that pairs new parents with a nurse or trained professional who makes regular visits to the participants home to provide guidance, coaching, and access to health and social services. The HVP supports and resources include (1) prenatal, infant and toddler care, (2) infant and child nutrition, (3) child developmental screening and assessments, (4) parent education, parent and child interaction, child development, and child care, (5) job readiness and barrier removal, and (6) domestic violence and sexual assault, mental health, and substance abuse treatment, as applicable.

CONTRACTOR accepts CalWORKs HVP referrals for clients who opt-in to home visiting or is an individual who is apparently eligible for CalWORKs aid and opts-in to the home visiting program. CalWORKs participants will be contacted within three (3) business days from receipt of HVP referral.

CONTRACTOR will identify CalWORKs HVP participants with up to one thousand dollars ($1000) worth of material goods, dependent on an observable need. The material goods can be used for a program participant's household related to care, health, and safety of the child and family. Some examples of appropriate use of material goods may include, but are not limited to: child safety kits, car seats, appliance repairs, adaptive equipment for children with disabilities, and resources related to child and family language and literacy needs. Material goods items are not intended to be an incentive for individuals to participate, but rather a response to the specific needs of the participant and their families. Goods purchased cannot be used to supplant materials or services already being provided through Welfare-to Work (WTW) supportive services, such as diapers and transportation.

Monthly, CONTRACTOR will collect data to track performance as required by First 5 Riverside County and California Department of Social Services to complete State report requirements (Exhibit A – CA HVP-19). CONTRACTOR will collect the following types of data monthly: Home Visiting Program Models: the total number of cases enrolled by model type. Home Visiting Program Caseload: the caseload, which includes parents or caretakers and children receiving services. Home Visiting Program Referrals and Services: referrals made to various services.

Parents as Teachers (PAT) Model
CONTRACTOR will use PAT for CalWORKs eligible families.

Parents as Teachers is an evidence-based home visiting model that promotes the optimal early development, learning and health of children by supporting and engaging their parents and caregivers. The PAT model will be offered prenatally through age 2. Goals: (1) increase parent knowledge of early childhood development and improve parenting practices, (2) provide early detection of developmental delays and health issues, (3) prevent child abuse and neglect, and (4) increase children's school readiness and school success.

CONTRACTOR will implement the model with fidelity and good outcomes by providing families with regular home visits.

CONTRACTOR will provide to First 5 Riverside County aggregate data reports submitted to the national office of PAT.

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
Home Visitation, Group Connection, and/or Linkages	CONTRACTOR will provide home visitation to children, 0 through 5 years of age.	CONTRACTOR will utilize evidence-based programs and tools to provide Home Visitation services: • Parents as Teachers (PAT) Program model: ASQ: Ages & Stages Questionnaire *Annual Target	1. CONTRACTOR Home Visitation program will serve **60*** parents with the PAT home visitation program. (Core) 2. CONTRACTOR Home Visitation program will serve **60*** children 0 through 5 years of age with the PAT home visitation program. (Core) 3. CONTRACTOR will document the number of home visits provided to enrolled families in the PAT home visitation program. (Core) 4. CONTRACTOR will document the number of parents/families that successfully complete

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
			the PAT program. (Core) 5. CONTRACTOR will document the number of parents/families that exit the PAT program early. (Core) 6. CONTRACTOR will document the number of group connections and/or meetings, held on a monthly basis for parents and professionals. (Aggregate)
Screenings and Assessments	Children will receive initial and follow-up screenings and assessments. Screenings and/or assessments are conducted every 6-8 months with the initial conducted at the 3 or 6 visits to allow time for the home visitor and the child to build rapport.	Utilize screenings and assessments to complete comprehensive evaluation and designed curriculum for use with children to prepare for school readiness success. Conduct care coordination activities to ensure children are linked and receiving services. Use the following screening tools: • Ages & Stages Questionnaires (ASQ:3) • Ages & Stages Questionnaires: Social-Emotional (ASQ: SE)	7. **Document the number of children** at 12 months of age, who received developmental screenings and assessments **that were below** the nationally defined developmental threshold in the PAT program. *(Aggregate)* 8. **Document the number of children** at 12 months of age, who received developmental screenings and assessments **that meet** the nationally defined

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
		Screenings and Assessments will be entered into the Home Visiting database.	developmental threshold in the PAT program. *(Aggregate)* 9. **Document the number of children** at 12 months of age, who received developmental screenings and assessments **that fell below** the nationally defined developmental threshold for age on a prior screening **that have improved to meet or exceed the nationally defined developmental threshold** in the PAT program. *(Aggregate)* 10. **Document the number of parents/caretakers** who receive referrals for their children for the first time **due to a developmental screening** conducted in the PAT Program. *(Aggregate)*

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
Long-term Sustainability/ Public Awareness/Policy Change Agency will have a long-term sustainability plan outlining how the program will be maintained after First 5 Riverside funding ends. Agency will initiate policy changes which enable stakeholder buy-in and cultural shifts at the community, family and parent/caregiver levels.	• Maintain partnerships to leverage funding from other sources and continue the program beyond the funding cycle. • Promote PAT at Community Forums, Joint Operational Meetings and channels through the Family Resource Centers. • Policies will be reviewed and inclusive of PAT program; develop referral procedures for providers and families to access the service. • CONTRACTOR will participate in the Home Visitation Collaborative as a critical partner in this system approach and will participate in stakeholder convenings.	• Improve family functioning and improve lives of children and families in Riverside County.	On a quarterly basis, report long-term sustainability, public awareness, and policy change activities in the Performance Narrative (PPR) reports.

ATTACHMENT B: BUDGET

AGENCY	Max Visits per FY	Unit of Service*		FY 23/24	FY 24/25	FY 25/26	3 - YEAR TOTAL
FSA (PAT) CW	1,440	$ 341.84	*	$ 492,250	$ 492,250	$ 492,250	$ 1,476,750
CW Material Goods				$ 30,000	$ 30,000	$ 30,000	$ 90,000
Total CW				$ 522,250	$ 522,250	$ 522,250	$ 1,566,750

***The Unit of Service (UOS) utilized in the budget table above is used for budgetary approval only. On an annual basis prior to July 1st, CONTRACTOR will provide a Justification of the UOS for approval to F5RC.**

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **$1,566,750** 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: **05/10/23– 06/30/26**

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: HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Addendum") supplements and is made part of (Contract CF24123 "Contract") between the RCCFC and FAMILY SERVICES ASSOCIATION ("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 of45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

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

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

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

E. Report to the RCCFC any use or disclosure of PHI and/or ePHI not provided for by this

Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

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

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

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

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

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

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

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

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

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.t

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

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, to satisfy the requirements of 45 CFR **§164.524.**

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI

in a designated record set the RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR
§164.526.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.

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

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

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

9. **Hold Harmless/Indemnification.**

A. CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials,

employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

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

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

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

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

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

11. **Termination.**

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

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

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

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

B. Effect of Termination.

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

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

12. <u>General Provisions.</u>

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**

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

RCCFC AWARD:	**CF24125 FRC Network Specialist**
CONTRACTOR:	**FAMILY SERVICES ASSOCIATION**
CONTRACT TERM:	**07/1/2023 – 06/30/2026**
MAXIMUM REIMBURSABLE AMOUNT:	**$300,000**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed $300,000.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed $300,000 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	Printed Name of Person Signing: Shannon Gonzalez
Date Signed:	Title: Chief Operating Officer and Authorized Signatory
585 Technology Court Riverside, CA 92507-2423	Address: 21250 Box Springs Road Suite 212 Moreno Valley, CA 92570
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Kristine Bell-Valdez Supervising Deputy County Counsel	ATTEST SIGNATURE:
Date Signed: 5/3/23.	Lynn M. Stephens Executive Assistant IV
	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

Contents

1. NOTICES 5
2. SOURCE AND SCOPE OF CONTRACT 5
3. DEFINITIONS 5
4. TERM 6
5. COMPLIANCE, DISALLOWANCE, WITHHOLDING 6
6. TERMINATION 6
7. REQUIREMENT OF SUPPLEMENTING PROGRAM 7
8. DATA MANAGEMENT 7
9. SCOPE OF WORK (SOW) 8
10. REIMBURSEMENT OF COSTS 8
11. FISCAL AND PROGRAM REPORTING REQUIREMENTS 9
12. REIMBURSEMENT OF FUNDS TO THE COMMISSION 10
13. COMMISSION FISCAL REQUIREMENTS 11
    - A. Budget Revisions 11
    - B. Amendments 11
    - C. Cost Allocation Plan 11
    - D. Overhead/Indirect Costs 12
    - E. Revenues Received 12
    - F. Payroll Taxes 12
14. CONTRACTOR AUDIT REQUIREMENTS 13
15. INVENTORIABLE EQUIPMENT 13
16. REVERSION OF ASSETS 14
17. TOBACCO CONTROL POLICY 14
18. CONDUCT OF BUSINESS 14
19. RECORDS MANAGEMENT AND MAINTENANCE 15
20. PUBLIC DISCLOSURE OF DOCUMENTS 16
21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION 16
22. GOVERNING LAW AND VENUE 17
23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES 17
24. PUBLICITY AND ATTRIBUTION REQUIREMENTS 18
25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY 19
26. WORK PRODUCT 19
27. NON-DISCRIMINATION 20
28. CHILD ABUSE REPORTING 20
29. DEPARTMENT OF JUSTICE CLEARANCE 20
30. ADULT AND ELDER ABUSE REPORTING 21
31. INDEPENDENT CONTRACTOR 21
32. HOLD HARMLESS/INDEMNIFICATION 21
33. INSURANCE 22
34. ASSIGNMENT 24
35. ALTERATION AND/OR AMENDMENT 24
36. CONFLICT OF INTEREST 25
37. WAIVER AND SEVERABILITY 25
38. DISALLOWANCE 25
39. OFFICIAL DOCUMENTS 25
40. ENTIRE CONTRACT 25
41. NONEXCLUSIVE CONTRACT 25
42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT 25
43. COMPLIANCE WITH LAW 25
44. CONFLICTS IN INTERPRETATION 26
45. COUNTERPARTS 26

ATTACHMENT B: BUDGET....31
ATTACHMENT C: PAYMENT PROVISIONS....32
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY....34
ATTACHMENT E: HIPAA BUSINESS ASSOCIATE AGREEMENT....35

Terms and Conditions

1. NOTICES

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

COMMISSION:	CONTRACTOR:
Tammi Graham, Executive Director First 5 Riverside 585 Technology Court Riverside, California 92507	Shannon Gonzalez Chief Operating Officer 21250 Box Springs Road Suite 212 Moreno Valley, CA 92570

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 07/1/2023 through 06/30/2026 unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

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

6. TERMINATION

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

1. Termination for cause:

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

b. Due to Health and Safety Concerns of Clients. The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract

may also be immediately terminated at the sole discretion of the COMMISSION if the CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

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

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

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

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

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

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

8. DATA MANAGEMENT

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

appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative processes. Specific areas may include but are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

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

B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.

C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).

D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.

E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

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

A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

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

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

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

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

B. Program Reporting

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

1. 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.**

2. 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 30
- QUARTER 2 (October 1 – December 31): Report Due January 30
- QUARTER 3 (January 1 – March 31): Report Due April 30
- QUARTER 4 (April 1 – June 30): Report Due July 30 (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 30th of the current fiscal year.**

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

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

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

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

13. COMMISSION FISCAL REQUIREMENTS

A. Budget Revisions

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

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

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

B. Amendments

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

C. Cost Allocation Plan

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

A CAP is defined as a written summarization that documents the methods and procedures CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair share, of the total costs. The CONTRACTOR must have a method of identifying and

distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

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

a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.

b. A single-funded staff member shares time between two or more COMMISSION funded programs.

c. The same facilities and/or resources are utilized by more than one funded program.

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.

2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.

3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

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

E. Revenues Received

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

F. Payroll Taxes

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

G. Payor of Last Resort

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

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

14. CONTRACTOR AUDIT REQUIREMENTS

A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.

B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars ($1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars ($1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars ($1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

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

A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.

B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

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

18. CONDUCT OF BUSINESS

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

A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.

C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.

D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.

G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.

H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.

I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

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

19. RECORDS MANAGEMENT AND MAINTENANCE

A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.

C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

   This requirement includes:

   a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and

   b. Submission of the Program Progress Report on a quarterly basis.

D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).

F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

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

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

A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government.

Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.

B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.

D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

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

B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and

4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.

D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.

E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.

B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside County"

"Funded by First 5 Riverside County"

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

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

"Financiado por Primeros 5 Riverside County"

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

"Funded in part by First 5 Riverside County"

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

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

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

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

C. The approved First 5 Riverside 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).

D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.

E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

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

26. WORK PRODUCT

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

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

27. NON-DISCRIMINATION

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

28. CHILD ABUSE REPORTING

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

A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

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

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

30. ADULT AND ELDER ABUSE REPORTING

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

31. INDEPENDENT CONTRACTOR

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

32. HOLD HARMLESS/INDEMNIFICATION

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

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

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

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

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

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

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

33. INSURANCE

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

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

Commercial General Liability:
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross-liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insureds. Policy limit of liability shall not be less than 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 conflict in interpretation by the parties of the provisions contained in the numbered sections of this Contract and the provisions contained in the attachments hereto, the provisions of the attachments in the Contract shall prevail over those in numbered sections.

45. COUNTERPARTS

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

ATTACHMENT A: SCOPE OF WORK

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

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

CONTRACTOR shall provide a Family Resource Center Network Specialist position (FRCNWS), office space, equipment, mileage, and/or other operational expenses to complement and enhance the existing family support services.

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

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

- Attend regularly scheduled meetings with First 5 staff and peers to:
    - Develop goals, objectives, and targets for years 1, 2, and 3 of the programs, including data collection requirements;
    - Participate in trainings on the use of First 5's data collection and documentation system.
    - Have access to and be required to input data into the First 5 data system, subject to the terms and conditions of the HIPAA Business Associate Agreement attached and made part of this agreement as Appendix E.
    - The minimum required data points for each family and/or individual served are included in the FRC Intake form.
- FRCNWS will provide a monthly progress report outlining at least the following:
    - A summary of outreach events and activities, including (but not limited to:
        - A Contact Log outlining
        - The name and purpose of the agency
        - Agency contact information
        - Type of engagement (i.e., attended an event or heard a presentation, etc.)
        - Engagement result (i.e., new program referral, new clients referred, new events/activities or partnerships, etc.)
- Participate in and support staffing for Community Outreach events in partnership with First 5 and the FRCs
    - FRCNWS participates in a minimum of five (5) events and/or activities per year as coordinated by First 5. This includes evening or weekend events, as necessary.
- Actively participate with First 5 staff and community stakeholders in the design and implementation of regular Communities of Practice (CoPs) that will include:

- Training on the 5 Protective Factors
- Professional development needed for the Family Resource Network
- Leveraging each partner's and stakeholder's strengths (i.e., resources, services, and networks) to expand both service linkages and outreach to new populations
- Training in data collection and tracking in F5RC's data collection system

- Participate in an annual review of this Scope of Work in support of the Network-Expansion goal of the Family Resource Centers (FRCs).

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

Respond to Emerging Needs

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

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

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

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

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

APPENDIX A: JOB DESCRIPTION

Job Title: Family Resource Center Network Specialist

Summary:
The Family Resource Center Network Specialist (FRCNWS) is a community-facing position, identifying resources for parents, caregivers, and others to strengthen connections tailored to each family's needs.

In this role, the FRCNWS engages with a variety of service providers, Family Resource Centers, community-based and faith-based organizations, and tribal governments to facilitate conversations and engage in partnership-building among agencies with the focus on improving the access to needed services and other support of local families.

The FRCNWS role also includes attending community meetings and leading and participating in networking-building activities focused on establishing collaborative partnerships throughout Riverside County to improve outcomes for children and families.

This position requires the application of knowledge and skills to educate and network with people of diverse backgrounds and cultures. The position reports to a supervisory level position within the applicant agency, who will review work for professional competence and alignment with established procedures and contracted deliverables.

The FRCNWS is expected to maintain clear, accurate, and timely data and information and is responsible for preparing administrative and program outcome reports as it relates to meeting program goals and objectives; and engaging in strategic thinking to improve and expand services for families and communities. Data and information should be focused dually on families who currently access the Family Resource Center (FRC) and families who have not accessed the FRC but could benefit from doing so, through proactive outreach and engagement. At a systems level, this position will coordinate with several service providers in the community they serve to support the design and development of a Community Network Hub. Using data, the FRCNWS will have a thorough knowledge of the community and its partnerships and contribute to building a much larger coordinated system for child abuse prevention and child well-being efforts.

Capacity meeting milestones will include training, understanding the community needs; demonstrating knowledge of the 5 Protective Factors in Strengthening Families (as referenced in the First 5 Riverside County Strategic Plan), and building the structures to support the 5 Protective Factors.

Essential Duties

Partnership Building and Relationship Management

1. Demonstrate knowledge of available community resources including an array of early childhood and family support services as well as other community resources.
2. Conduct community outreach, presentations, and workshops.
    a. Develop a list of community events and health fairs, and arrange, organize and work closely with agency staff to ensure participation in community activities.
    b. Provide training to improve understanding of community needs.
    c. Encourage and motivate members of the communities to become involved and develop skills needed to improve their quality of life and related neighborhood issues.
3. Identify, develop, coordinate, and maintain partnerships with community groups and local coalitions within Riverside County.
    a. Work collaboratively with First 5 Riverside County staff and other Community Program Staff to expand capacity and community services.

i. Actively link and build ways to partner with health programs, public schools, Head Start programs, or other childhood educational settings.

b. Working collaboratively with First 5 Riverside County Family Resource Center staff to develop strategies and interventions to remove barriers that prevent families from accessing services.
   i. Contributes to the assessment & understanding of community needs.
   ii. Design strategies that specifically target working with organizations that serve culturally diverse communities.

c. Actively participates in cross-agency coordination and collaborative meetings.

Communications and Marketing

4. Develops, coordinates, implements, and maintains a long-range public education and awareness plan.
5. Performs public speaking activities, including:
   a. Representing the agency and FRC Network at public hearings and community functions; and
   b. Coordinating and/or participating in special community events and public recognition programs as it relates to each program and open house activities.

Case Management Support

6. Participate in case reviews/disposition, and case consultation, with home visiting program staff, FRC social workers, and other related staff as appropriate.
7. Informing home visiting program staff, FRC social workers, and other specialized community support staff of available services for families and potentially assisting staff with the referral of the family to the appropriate agency for continued care.

Administrative Duties

8. Assist in the data management of the agreed-upon program deliverables related to identifying resources and referrals for families.
   a. Assist with program start-up activities and subsequent (ongoing) statistical, recording, and reporting activities.
9. Suggest, organize, and order giveaway items and educational materials; and maintain an inventory of these supplies.
10. Supports in the preparation of program deliverables and budgets of related programs; reviews program progress and outcomes on an ongoing basis to ensure conformance with established deliverables.
11. Contributes to the evaluation of related program activities to ensure program/contract compliance with goals and objectives. Implements corrective measures as required.
12. Tracks new program initiatives and trends related to young children and families to remain updated in the field and participates in relevant training that is offered.

Qualifications

13. CONTRACTOR will be responsible to apply qualifications, experience and education background requirements necessary to fulfill this scope of work in accordance with their job-classification and HR policy framework.

ATTACHMENT B: BUDGET

ANNUAL BUDGET MUST NOT EXCEED MAXIMUM ANNUAL ALLOCATION

SAMPLE BUDGET WITH APPROVED CATEGORIES

	FY23/24	FY24/25	FY25/26	Total Contract
Personnel Expenses				
Salaries	$ 70,000	$ 70,000	$ 70,000	$ 210,000
Benefits	$ 13,636	$ 13,636	$ 13,636	$ 40,908
Salaries & Benefits	**$ 83,636**	**$ 83,636**	**$ 83,636**	**$ 250,908**
Operational Expenses				
Materials*	$ 4,000	$ 4,000	$ 4,000	$ 12,000
Mileage**	$ 4,000	$ 4,000	$ 4,000	$ 12,000
Operational Expenses	**$ 8,000**	**$ 8,000**	**$ 8,000**	**$ 24,000**
Indirect Expenses* **	**$ 8,364**	**$ 8,364**	**$ 8,364**	**$ 25,091**
Total Expenses	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 300,000**

* Materials encompasses goods for Advertising/ Outreach Marketing, Office Supplies, Program Materials.

** Travel constitutes mileage to from corporate home office to outreach and networking events, training, and conferences attended by FRCNWS in the execution of duties.

*** Indirect Expenses are calculated as 10% of Personnel Expenses (Salaries & Benefits Only). No backup documentation is required for the Indirect Expenses as it is directly related to the Salaries and Benefits.

CONTRACTOR must submit a budget to First 5 for approval before July 1st of each fiscal year.

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **$300,000** for the duration of the Contract period as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

CONTRACT PERIOD: **07/1/2023 – 06/30/2026**

1. Method, Time, and Schedule Conditions of Payment

   a. The COMMISSION will disburse funds on a reimbursement payment process based on the Contract Budget (Attachment "B") amount for the applicable fiscal year and monthly report submissions. Payment will be rendered thirty (30) business days from submission of all required documentation and/or the reporting deadline.

   b. Disbursement of any payment of funds to CONTRACTOR shall be made so long as all of the following conditions have been met:

      1. The Contract has been approved by the COMMISSION;
      2. The Contract has been fully executed by all parties;
      3. All applicable licenses to comply with the terms of the SOW are current and valid;
      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 of materials with copies of invoices and/or receipts, mileage report(s), copies of check(s) or proof of payment;
      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; 3) if the funded position is vacant; or 4) 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 the 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.

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

d. 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.

e. The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food are based on the current IRS allowable rate.

f. 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: HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Addendum") supplements and is made part of (Contract CF24125 "Contract") between the RCCFC and **Error! Reference source not found.**("CONTRACTOR") and shall be effective as of the date the Contract is approved by both Parties (the "Effective Date").

RECITALS

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

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

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

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

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

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

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

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

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

   A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which

compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

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

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

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

(c) Whether the PHI was actually acquired or viewed; and,

(d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

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

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

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

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

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

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

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

F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care

clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The disclosure is required by law; or,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

pocket in full for the health care item or service to which the PHI solely relates; and,

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

4. Obligations of the RCCFC.

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

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

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

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

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

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

A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

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

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

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

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

required by 45 CFR §164.410.

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

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

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

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

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

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

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

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

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.t

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

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, to satisfy the requirements of 45 CFR **§164.524.**

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.

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

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

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

(3) 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. <u>Hold Harmless/Indemnification.</u>

A. CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials,

employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

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

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

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

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

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

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Contract and will provide grounds for terminating this Addendum and the Contract with or without an opportunity to cure the

breach, notwithstanding any provision in the Contract to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

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

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

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

B. Effect of Termination.

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

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

12. <u>General Provisions.</u>

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**

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. CF24108

Riverside County Children and Families Commission
and
Health Management Associates Inc.

This Contract for Professional Services is made and entered into by and between the Riverside County Children and Families Commission ("RCCFC") aka First 5 Riverside County and Health Management Associates Inc. ("CONTRACTOR"). The parties hereto mutually agree as provided herein, including Exhibits "A and B" attached hereto and incorporated herein by reference.

1. **PROJECT**: CONTRACTOR shall perform services for the RCCFC as stated in Exhibits A and B, and incorporated into this contract. CONTRACTOR shall perform these services in a complete, skillful and professional manner. CONTRACTOR shall not provide any services which shall cause RCCFC to incur additional costs beyond those stated in this Contract without the proper advance written consent of RCCFC.

2. **TIME FOR PERFORMANCE**: The project shall begin on **07/01/2023** and shall be completed on or before **06/30/2026**, or at such other time as is mutually agreed upon in writing by RCCFC and CONTRACTOR as provided herein.

3. **COMPENSATION**: The total amount of compensation to be paid to CONTRACTOR for the services to be provided pursuant to this contract (including any and all costs incurred by CONTRACTOR) shall not exceed ONE HUNDRED FIVE THOUSAND DOLLARS **($105,000)** for this contract.

4. **TERMINATION**: This contract may be terminated by CONTRACTOR or RCCFC, for no cause, with a thirty (30) days written notice to the other party, as provided herein. In addition, it is mutually agreed and understood that the obligation of RCCFC is limited and contingent upon the availability of Proposition 10 funds for payment to CONTRACTOR; and that this contract may be immediately terminated by RCCFC if funds are no longer available. In the event RCCFC abandons or postpones the project, or terminates the project for lack of funds, then RCCFC shall make payment for all services provided by CONTRACTOR to the date of written notice of termination.

5. **LICENSES: COMPLIANCE WITH LAWS**: CONTRACTOR, including its employees and agents, shall maintain all licenses required by law or regulation while performing services under this contract. CONTRACTOR shall at all times comply with all laws and regulations applicable to the services provided pursuant to this contract.

6. **CONFIDENTIALITY**: CONTRACTOR shall maintain the confidentiality of information, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any individual person and which shall be used only for carrying out the obligation of CONTRACTOR under this contract. CONTRACTOR shall not disclose any information, except as specifically permitted by this contract. CONTRACTOR shall observe all Federal, State, County and RCCFC regulations concerning confidentiality of records.

7. **CONFLICT OF INTEREST**: The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

8. **WORK PRODUCT**: All reports, preliminary findings or data assembled or compiled by CONTRACTOR under this Agreement shall become the property of RCCFC. RCCFC reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without the prior, written authorization from the RCCFC.

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

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

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

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

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

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

D. General Insurance Provisions - All lines:
1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the

County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

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

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

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

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

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

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

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

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

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

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

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

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

In the event, there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not

relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

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

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

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

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

CONTRACTOR
Health Management Associates Inc.
Kelly Johnson
120 N Washington Square, Suite 705
Lansing, MI 48933

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

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

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

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

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

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

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

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

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

Signature page following

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

Health Management Associates Inc.

By:_____
Kelly Johnson, Chief Administrative Officer
and Authorized Signatory

Date: _____

Riverside County Children and Families Commission

By:_____
Tammi Graham, Executive Director
Authorized signatory

Date:_____

Attest:

By:_____
Lynn M. Stephens, Executive Assistant IV

Date:_____

Approved as to Form Signature:

By:_____
Kristine Bell-Valdez, Supervising Deputy
County Counsel

Date: 5/4/23

EXHIBIT A

SCOPE OF SERVICE
Health Management Associates Inc. – Technical Assistance

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

BACKGROUND

HMA has been supporting First 5 Riverside County (F5RC) in several initiatives related to improving the system of prevention and early intervention services for pregnant women and children prenatal to age five.

This work has included:
- Conducting a landscape assessment of existing needs, services, and gaps.
- Providing technical assistance related to changes in the Medi-Cal delivery system through the implementation of CalAIM (California Advancing and Innovating Medi-Cal).
- Supporting engagement with Medi-Cal partners including IEHP to solicit and create opportunities for collaboration to advance a more integrated system of supports, leveraging F5RC investments and system-building work.

While this work included a review of multiple initiatives related to F5RC's focus on prevention and early intervention and resulted in two priorities emerging for further technical assistance:
- Supporting expansion and sustainability of a coordinated system of home visiting services; and
- Scaling and sustainability of the application of HealthySteps for pediatric quality improvement.

SCOPE AND WORKPLAN

Given that the nature of this work is evolving, regular meetings will be held with the F5RC project team to ensure that work efforts remain aligned with priorities, and to provide regular project status updates. Activities include:
- Conduct bi-weekly project status meetings with the primary F5RC project manager to provide updates on tasks completed and underway, confirm priorities, and define next steps.
- Provide written high-level status reports addressing project status, work underway and confirmed priorities.
- Participate in briefings for F5RC's leadership teams and presentation at Commission meetings (as requested).

Deliverables: ***Monthly status reports***

Objective 1:

Provide technical assistance to support First 5 Riverside in Home Visiting System Building. F5RC is seeking technical assistance to support its work within this larger system framework and evaluating models to provide the necessary backbone infrastructure to support the county's envisioned system building work.

Two tasks are identified for the performance of the evaluation:

1. **Provide home visiting technical assistance:** HMA shall provide technical assistance and support for F5RC staff, focusing on:
   - **Home visiting model fidelity monitoring** - strategies to ensure that program delivery matches model requirements. This would include reviewing the models' fidelity requirements and assessing how First 5 Riverside can or should supplement these efforts.
   - **Blending and braiding of available funding** – strategies to minimize the administrative burden while maximizing the impact of available funding. This includes identifying how the backbone infrastructure could support providers in maximizing impact at current or lower funding levels.
   - **Alternative options for home visiting provider payments and contract terms** - F5RC currently pays on a fee-for-service model that may provide a burden on providers when referrals are less than anticipated. Alternatives will be reviewed, including a blended model of baseline funding with a smaller additional fee for service based on the conducted In-Home visits.

2. **Evaluate potential resources to provide the backbone system infrastructure:** The home visiting system includes the development of a backbone infrastructure to advance the multiple components of the system plan including coordinated intake, financing, evaluation, expansion planning, and overall administration. Multiple First 5 Commissions throughout the state are grappling with this issue and First 5 Riverside can benefit from their experience.

   Specific issues to be examined include:
   - What are potential funding sources to support the backbone infrastructure?
   - What are opportunities for regional collaboration on developing and administering this function? Potential areas for collaboration include:
   - Fidelity monitoring
   - Workforce development
   - Fiscal monitoring
   - What are available technology resources within the county that could be leveraged for coordinating referrals?
   - What resources are available within the county and/or First 5 Riverside to provide the administrative infrastructure?

     Our analysis will be summarized in briefing reports and recommendations for how First 5 Riverside County could support and/or potentially resource the backbone infrastructure. Options for regional collaboration will also be identified.

Objective 2:

Continued technical assistance related to scaling and sustainability of pediatric quality improvement:

HMA has been providing technical assistance to First 5 Riverside to support and sustain their investments in the HealthySteps Model. We propose to continue this support and develop recommendations and strategies for how First 5 Riverside can develop partnerships with health plan and other key partners to sustain these investments.

Specific tasks may include:

- Reviewing existing HealthySteps contracts and providing recommendations to further advance sustainability
- Supporting First 5 Riverside in compiling data and analyzing the impact of the Healthy Steps model on improved pediatric and maternal outcomes.
- Developing a proposal for partnership with IEHP and other partners to support, sustain and expand the HealthySteps models in Riverside County.

EXHIBIT B: BUDGET

Given HMA's significant interest in supporting this work, we have proposed to discount our standard rates by 15%. Travel will be billed based on actual costs incurred related to mileage reimbursement and on-site travel, as necessary, for the proposed consulting team.

The budget on the following page reflects work anticipated for **07/01/2023**, through **06/30/2026**.

FY23/24 Proposed Budget and Hours

Phase/Task	Proposed Hours	Projected Fees
Project management and coordination	66	$26,625
Objective 1: Provide technical assistance to support First 5 Riverside in Home Visiting System Building		
1. Evaluate potential resources to provide backbone system infrastructure	88	$30,660
2. Provide HV TA	44	$17,430
Objective 2: Scaling and sustainability of pediatric quality improvement technical assistance		
1. Provide pediatric quality TA	**56**	$24,320
Total Professional Fees		**$99,035**
Estimated Travel Expenses		**$5,965**
Total		**$105,000**

EXHIBIT C: PAYMENT PROVISIONS

The maximum amount reimbursable over the life of this Contract is ONE HUNDRED FIVE THOUSAND **DOLLARS ($105,000)** 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 – 06/30/2026**

1. Method, Time, and Schedule Conditions of Payment

   a. The COMMISSION will disburse funds on a reimbursement payment process based on the Contract Budget (Exhibit "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

   c. 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.

   d. 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. Expenditures made after **06/30/2026** will not be accepted.

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

RCCFC AWARD:	CF24122
CONTRACTOR:	Inland Southern California United Way, Inc. A Nonprofit Corporation
CONTRACT TERM:	07/01/23 – 06/30/26
MAXIMUM REIMBURSABLE AMOUNT:	$220,500

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed **$220,500**.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed **$220,500** 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	Kimberly Starrs, Chief Executive Officer
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	1835 Chicago Avenue, B Riverside, CA 92507
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Kristine Bell-Valdez Supervising Deputy County Counsel	ATTEST SIGNATURE:
Date Signed: 5/4/23	Lynn M. Stephens Executive Assistant IV
	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

Contents

1. NOTICES 5
2. SOURCE AND SCOPE OF CONTRACT 5
3. DEFINITIONS 5
4. TERM 6
5. COMPLIANCE, DISALLOWANCE, WITHHOLDING 6
6. TERMINATION 6
7. REQUIREMENT OF SUPPLEMENTING PROGRAM 7
8. DATA MANAGEMENT 7
9. SCOPE OF WORK (SOW) 8
10. REIMBURSEMENT OF COSTS 8
11. FISCAL AND PROGRAM REPORTING REQUIREMENTS 9
12. REIMBURSEMENT OF FUNDS TO THE COMMISSION 11
13. COMMISSION FISCAL REQUIREMENTS 11
    - A. Budget Revisions 11
    - B. Amendments 11
    - C. Cost Allocation Plan 11
    - D. Overhead/Indirect Costs 12
    - E. Revenues Received 12
    - F. Payroll Taxes 12
    - G. Payor of Last Resort 13
14. CONTRACTOR AUDIT REQUIREMENTS 13
15. INVENTORIABLE EQUIPMENT 13
16. REVERSION OF ASSETS 14
17. TOBACCO CONTROL POLICY 14
18. CONDUCT OF BUSINESS 14
19. RECORDS MANAGEMENT AND MAINTENANCE 16
20. PUBLIC DISCLOSURE OF DOCUMENTS 16
21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION 16
22. GOVERNING LAW AND VENUE 17
23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES 17
24. PUBLICITY AND ATTRIBUTION REQUIREMENTS 18
25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY 19
26. WORK PRODUCT 20
27. NON-DISCRIMINATION 20
28. CHILD ABUSE REPORTING 20
29. DEPARTMENT OF JUSTICE CLEARANCE 21
30. ADULT AND ELDER ABUSE REPORTING 21
31. INDEPENDENT CONTRACTOR 21
32. HOLD HARMLESS/INDEMNIFICATION 21
33. INSURANCE 22
34. ASSIGNMENT 24
35. ALTERATION AND/OR AMENDMENT 24
36. CONFLICT OF INTEREST 25
37. WAIVER AND SEVERABILITY 25
38. DISALLOWANCE 25
39. OFFICIAL DOCUMENTS 25
40. ENTIRE CONTRACT 25
41. NONEXCLUSIVE CONTRACT 25
42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT 25
43. COMPLIANCE WITH LAW 25

44. CONFLICTS IN INTERPRETATION 26
45. COUNTERPARTS 26
ATTACHMENT A: SCOPE OF WORK 27
ATTACHMENT B: BUDGET 30
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY 33

Terms and Conditions

1. NOTICES

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

COMMISSION:	CONTRACTOR:
Tammi Graham, Executive Director First 5 Riverside County 585 Technology Court **Error! Reference source not found.** Riverside, CA 92507	Kimberly Starrs Inland Southern California United Inland Southern California United Way, Inc. A Nonprofit Corporation Riverside, CA 925071835 Chicago Avenue, B Riverside, CA 92507

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 **07/01/23** through **06/30/26** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

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

6. TERMINATION

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

1. Termination for cause:

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

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

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

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

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

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

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

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

8. DATA MANAGEMENT

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the COMMISSION. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports (PPR), utilization of the COMMISSION developed reporting systems

and Administrative Review formats and required training(s) to familiarize and implement the results-based accountability framework. The COMMISSION continues to refine its evaluative processes that will assist the COMMISSION, its CONTRACTORS and the community to successfully increase and measure the impact of the Proposition 10 in Riverside County. Where appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative processes. Specific areas may include but are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

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

B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.

C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).

D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.

E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

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

A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

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

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

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

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

B. Program Reporting

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

C. Monthly Reporting

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

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

D. Quarterly and Annual Reporting

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

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

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

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

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

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

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

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

13. COMMISSION FISCAL REQUIREMENTS

A. Budget Revisions

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

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

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

B. Amendments

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

C. Cost Allocation Plan

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

A CAP is defined as a written summarization that documents the methods and procedures CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair share, of the total costs. The CONTRACTOR must have a method of identifying and

distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

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

a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.

b. A single-funded staff member shares time between two or more COMMISSION funded programs.

c. The same facilities and/or resources are utilized by more than one funded program.

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.

2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.

3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

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

E. Revenues Received

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

F. Payroll Taxes

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

G. Payor of Last Resort

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

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

14. CONTRACTOR AUDIT REQUIREMENTS

A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.

B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars ($1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars ($1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars ($1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

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

A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.

B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

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

18. CONDUCT OF BUSINESS

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

A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.

C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.

D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.

G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.

H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.

I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

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

19. RECORDS MANAGEMENT AND MAINTENANCE

A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.

C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:

a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and

b. Submission of the Program Progress Report on a quarterly basis.

D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).

F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

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

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

A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must

be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.

B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.

D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

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

B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and

4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.

D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.

E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.

B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside County"
"Funded by First 5 Riverside County"

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

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

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

"Funded in part by First 5 Riverside County"

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

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

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

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

C. The approved First 5 Riverside County logo (graphic) shall be used on materials specific to the COMMISSION funded program. CONTRACTOR shall use the approved First 5 Riverside County logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside County graphics attribution standard as posted on the COMMISSION public website (www.First5Riverside.org).

D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.

E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

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

26. WORK PRODUCT

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

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

27. NON-DISCRIMINATION

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

28. CHILD ABUSE REPORTING

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

A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

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

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

30. ADULT AND ELDER ABUSE REPORTING

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) 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:	**Inland Southern California United Way, Inc. A Nonprofit Corporation**
Program:	**Raising A Reader**
Geographic Region:	**Desert & Eastern Region (Zone 3)**
Contract #:	**CF24122**
Project/Budget Cycle:	**07/01/23 – 06/30/26**
Strategic Plan:	**Quality Early Learning (Goal 1)**

Program Overview

Inland Southern California United Way, Inc. A Nonprofit Corporation is a licensed and trained Raising A Reader (RAR) affiliate committed to improving early childhood literacy and kindergarten readiness. RAR is a national, evidence-based early childhood education program designed to increase literacy and family engagement among at-risk children. The program encompasses teacher training, parent engagement sessions (twice annually), and a take-home book bag rotation among participating children. The program aims to improve literacy behaviors, promotes connections with local libraries, and develops early language and literacy skills in young children. For nearly 20 years, RAR has been implemented throughout the country and is a proven evidence-based program for success. Inland Southern California United Way, Inc. A Nonprofit Corporation will implement RAR to expand services to 3000 children ages 0-5 and their families on an annual basis.

412

Inland Southern California United Way, Inc. A Nonprofit Corporation will target 1,300 4-year-old and 5-year-old children enrolled in kindergarten classrooms within the Coachella Valley Unified School District (CVUSD), 485 children enrolled in Head Start and State Preschool programs within the Desert Sands Unified School District (DSUSD), 653 preschool children in the Palm Springs Unified School District (PSUSD), 280 preschool children in the Family YMCA of the Desert, and 32 preschool children in Martha's Village and Kitchen. In recognition of children accessing early care and education services across the Coachella Valley, Inland Southern California United Way, Inc. A Nonprofit Corporation will expand the RAR program to reach 250 children receiving services through private, and/or non-profit center-based programs, and family childcare providers.

Targets: July 1, 2023 – June 30, 2026

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
Implement the evidence-based Raising A Reader program	Weekly RAR book bag rotation (3-4 different books each week) for at least 16 weeks (program cycle: October - May) during the academic school year. Conduct parent engagement literacy education events at each school site, twice per year, on an annual basis.	Enroll 3,000 children annually from targeted school sites (1300 at CVUSD, 485 at DSUSD, 653 at PSUSD, 289 Family YMCA of the Desert, 32 Martha's Village and Kitchen, and 250 private, non-profit and/or family childcare.) Collect Participant data across all sites, utilizing the following tools: a. Consent to Participate Form and Participant Demographic conducted at program enrollment	By June 30, 2026: 1. Inland Southern California United Way, Inc. A Nonprofit Corporation will report: a. The number of enrolled/eligible children, on a monthly basis participating in the RAR program at targeted school sites (with a goal of enrolling 3,000 children annually). b. The number of private, and/or non-profit centers where children are enrolled, site by zip code c. The number of family childcare homes where children are enrolled, site by zip code.

413

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
414	Connect participant children to resources and opportunities to access their local libraries. Provide one (1) free book to each child participant to keep at home following program completion.	b. Identified tools will be administered to fidelity at appropriate intervals per academic year for participating students. c. RAR Parent Survey-Conducted post-program (retrospective) to measure literacy behaviors (e.g. a regular at-home reading routine, frequency of library visits, etc.) Meet monthly and quarterly reporting requirements, including submission of the quarterly Performance Progress Report (PPR). PPR narratives shall include: • Identify the tool used to measure literacy improvement from participating sites. • Program activities on classroom and/or parent engagement literacy events, efforts to connect participants to their local library, and free book distribution efforts to children who have completed the RAR program; • Program accomplishments; • Challenges and course corrections; • Success stories.	2. 60% (N= 1,800) of participant children will be at or above expectation for literacy by the end of the year based on identified tool, on an annual basis. 3. Report annually, 100% (N=3,000) of participant children will receive one new, free book following completion of the RAR program, on an annual basis. 4. Document the number of parents participating in RAR program activities, on an annual basis. 5. 60% of participant parents will report they have established 4 literacy behaviors on the RAR Parent Survey results, on an annual basis.

ATTACHMENT B: BUDGET

Budget Category	First 5 Funds	UWD Funds	Total	Budget Narrative
Personnel Salaries				
Raising A Reader (RAR) Program Manager	$91,100.00	$91,100.00	$182,200.00	1.0 FTE (40 hrs/week;$60,735/year) staff to coordinate planning, implementation and evaluation; 50% of salary supported by F5 funding for 3 years
	$0.00	$48,750.00	$48,750.00	.25 TE (32 hrs/week; $65,000/year) staff to provide oversight and management to RAR project and staff over 3 years.
Personnel Benefits				
RAR Program Manager	$0.00	$24,600.00	$24,600.00	100% of 1.0 FTE staff benefits to be supported by UWD for 3 years
CI Director	$0.00	$13,200.00	$13,200.00	100% of .25 FTE staff benefits to be supported by UWD for 3 years
Operational Expenses				
Program Supplies	$127,600.00	$121,000.00	$248,600.00	(First 5 funds): $31,000 for new childcare provider sites; Implementation Supplies ($115/per child for 250 children, includes sales tax), which includes 250 red book bags, 1,000 books, 250 blue book bags, 10 Implementer Manuals; $600 for pocket charts ($55 per chart for 10 classrooms, includes sales tax); $95,000 for RAR Refresher materials for all sites ($10/child for 2750 children for year 1, and 3000 children year 2 and 3, includes sales tax): $1,000 for stickers ($500/roll for 2 rolls of stickers to brand new RAR books with UWD and F5 logos); (UWD funds): $45,000 for year-end books (3000 books @ $5/book per year for three years); $76,000 for blue book bags ($8/bag for 2750 children in year 1 & 3000 children in year 2 and 3;includes sales tax)
Travel	$1,300.00	$2,760.00	$4,060.00	(First 5 funds): $1,300 per individual for 1 individual - includes hotel, airfare and per diem for RAR Program Manager to attend 2-day RAR Training Conference, or other ECE related conference (UWD funds): $920 - mileage per year based on current IRS rates
Printing & Postage	$0.00	$200.00	$200.00	Program Printing Costs
Program Incentives	$0.00	$750.00	$750.00	$250 each year for parent and implementer incentives (i.e. gift cards, etc.)
Program Nutrition	$500.00	$500.00	$1,000.00	$1,000 for food for Implementer Trainings to be used over 3 years
TOTAL:	**$220,500.00**	**$302,860.00**	**$523,360.00**	

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **$220,500** 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: **07/01/23 – 06/30/26**

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.

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

RCCFC AWARD:	**CF24113**
CONTRACTOR:	JEUNG CHOO YOO MD, INC.
CONTRACT SUBJECT MATTER:	HOME VISITING PROGRAM - CalWORKS
CONTRACT TERM:	**07/01/23 – 06/30/26**
MAXIMUM REIMBURSABLE AMOUNT:	**$2,768,765**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed Error! Reference source not found..

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed Error! Reference source not found. 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	Jeung Choo Yoo, MD
Date Signed:	Title: Medical Doctor and Authorized Signatory
585 Technology Court Riverside, CA 92507-2423	264 N Highland Spring Ave 2-B Banning, CA 92220
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Kristine Bell-Valdez Supervising Deputy County Counsel	ATTEST SIGNATURE:
Date Signed: 5/4/23	Lynn M. Stephens Executive Assistant IV
	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

Contents

1. NOTICES 5
2. SOURCE AND SCOPE OF CONTRACT 5
3. DEFINITIONS 5
4. TERM 6
5. COMPLIANCE, DISALLOWANCE, WITHHOLDING 6
6. TERMINATION 6
7. REQUIREMENT OF SUPPLEMENTING PROGRAM 7
8. DATA MANAGEMENT 7
9. SCOPE OF WORK (SOW) 8
10. REIMBURSEMENT OF COSTS 8
11. FISCAL AND PROGRAM REPORTING REQUIREMENTS 9
12. REIMBURSEMENT OF FUNDS TO THE COMMISSION 10
13. COMMISSION FISCAL REQUIREMENTS 11
    - A. Budget Revisions 11
    - B. Amendments 11
    - C. Cost Allocation Plan 11
    - D. Overhead/Indirect Costs 12
    - E. Revenues Received 12
    - F. Payroll Taxes 12
    - G. Payor of Last Resort 12
14. CONTRACTOR AUDIT REQUIREMENTS 12
15. INVENTORIABLE EQUIPMENT 13
16. REVERSION OF ASSETS 13
17. TOBACCO CONTROL POLICY 14
18. CONDUCT OF BUSINESS 14
19. RECORDS MANAGEMENT AND MAINTENANCE 15
20. PUBLIC DISCLOSURE OF DOCUMENTS 16
21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION 16
22. GOVERNING LAW AND VENUE 16
23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES 17
24. PUBLICITY AND ATTRIBUTION REQUIREMENTS 18
25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY 19
26. WORK PRODUCT 19
27. NON-DISCRIMINATION 19
28. CHILD ABUSE REPORTING 20
29. DEPARTMENT OF JUSTICE CLEARANCE 20
30. ADULT AND ELDER ABUSE REPORTING 20
31. INDEPENDENT CONTRACTOR 20
32. HOLD HARMLESS/INDEMNIFICATION 20
33. INSURANCE 21
34. ASSIGNMENT 24
35. ALTERATION AND/OR AMENDMENT 24
36. CONFLICT OF INTEREST 24
37. WAIVER AND SEVERABILITY 24
38. DISALLOWANCE 24
39. OFFICIAL DOCUMENTS 24
40. ENTIRE CONTRACT 24
41. NONEXCLUSIVE CONTRACT 24
42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT 25
43. COMPLIANCE WITH LAW 25

44. CONFLICTS IN INTERPRETATION 25
45. COUNTERPARTS 25
ATTACHMENT A: SCOPE OF WORK 26
ATTACHMENT B: BUDGET 26
ATTACHMENT C: PAYMENT PROVISIONS 36
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY 38
ATTACHMENT E: HIPAA BUSINESS ASSOCIATE AGREEMENT 39

Terms and Conditions

1. NOTICES

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

COMMISSION:	CONTRACTOR:
Tammi Graham, Executive Director First 5 Riverside County 585 Technology Court Riverside, California 92507	Jeung Choo Yoo, MD JEUNG CHOO YOO MD, INC. 264 N Highland Spring Ave 2-B Banning, CA 92220

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/**through – **06/30/26** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

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

6. TERMINATION

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

1. Termination for cause:

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

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

CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

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

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

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

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

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

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

8. DATA MANAGEMENT

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

are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.

B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.

C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).

D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.

E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by COMMISSION action. Reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the SOW and methodology contained in Attachment A as determined by the COMMISSION. The COMMISSION shall allocate the funds to CONTRACTOR as follows:

A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR.

If applicable, CONTRACTOR shall provide copies of the claim report submitted monthly for Medi-Cal and/or any other state or federal reimbursements. In addition, the CONTRACTOR will provide the subsequent revenue reports that will reconcile the claim reports.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due as described in paragraph one of this section. All reimbursement costs not submitted at the time of the Final Fiscal Expenditure Report will be disallowed.

Payment information, including amount, payment reduction or payment withheld may be obtained by the CONTRACTOR via the data management system.

B. Program Reporting

As requested by COMMISSION, CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR'S services or to provide information about CONTRACTOR'S program. CONTRACTOR shall report program and demographic data on participants, where appropriate, service and outcome data with measurement tools approved by COMMISSION. CONTRACTOR shall enter data (quantitative and qualitative) in the evaluation database system designated by COMMISSION. CONTRACTOR shall submit complete data, in accordance with the SOW.

C. Monthly Reporting

CONTRACTOR shall input and submit program data into the COMMISSION'S data management system on a monthly basis and input must be completed by the 20th of the month following Contract performance. If the reporting due date falls on a weekend or holiday, the due date will be on the following business day. The due date for program data submitted in the 4th quarter (April, May and June) may be modified by COMMISSION as required to meet internal COUNTY and State reporting deadlines. Modified due dates will be communicated to CONTRACTOR

through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Any changes that occur with program data input must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the change.

Example: Changes to program data in the first quarter must be adjusted and reconciled before the end of the 2nd quarter (December 30th, as reported in the January 30th report). A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly program data input and quarterly Program Progress Report (PPR) responsibility.

D. Quarterly and Annual Reporting

CONTRACTOR shall submit Program Progress Reports (PPR) which includes quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in the SOW and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course corrections, client success stories, sustainability and public awareness/policy change activities for the quarter. CONTRACTOR is required by the COMMISSION to complete and submit Program Progress Reports electronically via the COMMISSION'S data management system.

For each reporting period, CONTRACTOR shall provide the COMMISSION with a Program Progress Report within thirty (30) calendar days from the end of the reporting period. In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Quarterly Program Progress Reporting due dates for each Contract period are as follows:

- QUARTER 1 (July 1 – September 30): Report Due October 20
- QUARTER 2 (October 1 – December 31): Report Due January 20
- QUARTER 3 (January 1 – March 31): Report Due April 20
- QUARTER 4 (April 1 – June 30): Report Due July 11 (Final Cumulative Program Progress Report), Quarter 4 due date may be modified by COMMISSION as necessary to meet County and/or State reporting deadlines.

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. The first quarterly report is due October 20th of the current fiscal year.

CONTRACTOR agrees that failure to submit reports as specified will be sufficient cause for the COMMISSION to withhold any payment due until reporting requirements have been fulfilled.

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

If CONTRACTOR has been overpaid in the previous fiscal year, the COMMISSION will, in instances where the Contract is renewed, reduce subsequent payment(s) to recover the amount overpaid.

Notwithstanding any other provision herein, CONTRACTOR agrees to reimburse, in full, all funds received from the COMMISSION, upon request of the COMMISSION, where such funds as determined by the COMMISSION are not or have not been utilized by CONTRACTOR for purpose as intended by the COMMISSION. The terms and conditions of reimbursement shall be at the sole discretion of the COMMISSION. This provision is not terminated upon termination of this Contract.

13. COMMISSION FISCAL REQUIREMENTS

A. Budget Revisions

A Budget Revision Form may be submitted by the CONTRACTOR to the COMMISSION to modify budget line(s) of the approved budget. The request must indicate the proposed line item change, the budget as amended applying the requested change, a written justification for each requested change, and signed by an authorized representative. The request cannot result in any alteration or degradation to the program services and performance targets as specified in this Contract.

The COMMISSION Executive Director (or designee), on behalf of the COMMISSION, has the authority to approve or deny the request, provided that the modification does not deviate from the original intent of the Contract or increase the total Contract amount. CONTRACTOR is limited to two (2) budget revisions per fiscal year.

The CONTRACTOR must submit any Budget Revision Forms to the COMMISSION or designee no later than **March 31st** of the fiscal year.

B. Amendments

Necessity for budget amendments to this Contract will be determined by the COMMISSION Executive Director (or designee) and may include, but are not limited to, Contract increases or decreases and significant changes to the Scope of Work (SOW). All budget amendments to the Contract shall require formal approval of the COMMISSION Executive Director acting on behalf of the COMMISSION, as provided herein before such amendments are effective. Major budget amendments, as determined by the COMMISSION Executive Director, in consultation with County legal counsel, will require formal approval of the COMMISSION. Contract budget amendments shall be considered until March 31st of each fiscal year.

C. Cost Allocation Plan

CONTRACTOR shall have or will establish a Cost Allocation Plan (CAP) to identify prorated costs shared by multiple funding sources, including Proposition 10 funds. CONTRACTOR shall identify any other funding sources and organizations whose cooperation/participation is necessary to ensure the success of the project. CONTRACTOR'S CAP must be approved by CONTRACTOR'S appropriate governing body and submitted with the executed Contract.

A CAP is defined as a written summarization that documents the methods and procedures CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair share, of the total costs. The CONTRACTOR must have a method of identifying and distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

A written CAP is required if <u>any</u> of the conditions below are met:

a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.

b. A single-funded staff member shares time between two or more COMMISSION funded programs.

c. The same facilities and/or resources are utilized by more than one funded program.

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.

2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.

3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

E. Revenues Received

All revenue received by the CONTRACTOR (except funds received from the COMMISSION) to operate the program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

F. Payroll Taxes

The COMMISSION shall not be directly responsible for the payment of any taxes on the CONTRACTOR'S behalf. In the event that the COMMISSION is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the COMMISSION for the full value of such paid taxes plus interest and penalty, if any. Taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

G. Payor of Last Resort

CONTRACTOR shall obtain funding through sources other than the COMMISSION to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as Medi-Cal, Healthy Families, federal or state-funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. CONTRACTOR must provide written verification upon request.

14. CONTRACTOR AUDIT REQUIREMENTS

A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls

over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.

B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars ($1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars ($1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars ($1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in-whole or in-part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the COMMISSION and CONTRACTOR, where the original cost exceeded one thousand dollars ($1,000.00) shall either be: (1) used by CONTRACTOR for the services described in the SOW for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in the SOW; or (2) disposed of and proceeds paid to the COMMISSION in a manner that results in the COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR'S out of pocket expenditures using non-

commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.

B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the COMMISSION-funded activities. The Comprehensive Tobacco Control Policy, as attached hereto.

18. CONDUCT OF BUSINESS

CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in Termination of Contract.

A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.

C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.

D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required

services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.

G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.

H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.

I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

19. RECORDS MANAGEMENT AND MAINTENANCE

A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.

C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:

a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and

b. Submission of the Program Progress Report on a quarterly basis.

D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).

F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

CONTRACTOR acknowledges and agrees that information, communications, and documents given to the COMMISSION during meetings involving COMMISSION members, staff, finance or COMMISSION Advisory Committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the COMMISSION in order that it may fully comply with the requirements of such laws and regulations.

21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION

A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.

B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is

held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.

D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.

B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and

4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.

D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.

E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and

Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.

B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside County"
"Funded by First 5 Riverside County"

"Funded by First 5 Riverside County - the Riverside County Children & Families Commission"

"Hecho posible por medio de fondos de Primeros 5 Riverside County"
"Financiado por Primeros 5 Riverside County"

For events, conferences or programs with multiple funders, one of the following attributions shall be used:

"Funded in part by First 5 Riverside County"

"Funded in part by First 5 Riverside County - the Riverside County Children & Families Commission"

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County - Comisión de Niños y Familias del Condado de Riverside"

When space is limited (i.e., buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTOR shall contact the COMMISSION'S Public Information Specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.

C. The approved First 5 Riverside County logo (graphic) shall be used on materials specific to the COMMISSION funded program. CONTRACTOR shall use the approved First 5 Riverside County logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside County graphics attribution standard as posted on the COMMISSION public website (www.First5Riverside.org).

D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.

E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the COMMISSION. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments, hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction or proselytizing.

26. WORK PRODUCT

A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.

B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

27. NON-DISCRIMINATION

Pursuant to the Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, CONTRACTOR shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal Laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through the California Department of Health Care Services. This Contract hereby incorporates by reference the provisions of Title 2, California Code of Regulations, Section 11105 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, California Code of Regulations, Section 11105 et seq. and further agrees to include this Non-Discrimination clause in all subcontracts to perform services under this Contract.

28. CHILD ABUSE REPORTING

CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

CONTRACTOR must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

30. ADULT AND ELDER ABUSE REPORTING

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) 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: Jeung Choo Yoo MD Inc
Program: Nurse Family Partnership (NFP) – Home Visitation Program - CalWORKs
Geographical Region: Desert and Mid County Region
Contract #: CF24113
Project/Budget Cycle: 07/01/2023– – 06/30/26

PROGRAM OVERVIEW*

CONTRACTOR will provide home visits to CalWORKs eligible pregnant individuals and to families with children 0 through 2 years of age participating in the Cal WORKs program in Riverside County.

Home visiting is an evidence-based, voluntary program that pairs new parents with a nurse or trained professional who makes regular visits to the participants home to provide guidance, coaching, and access to health and social services. The HVP supports and resources include (1) prenatal, infant and toddler care, (2) infant and child nutrition, (3) child developmental screening and assessments, (4) parent education, parent and child interaction, child development, and child care, (5) job readiness and barrier removal, and (6) domestic violence and sexual assault, mental health, and substance abuse treatment, as applicable.

CONTRACTOR accepts CalWORKs HVP referrals for clients who opt-in to home visiting or is an individual who is apparently eligible for CalWORKs aid and opts-in to the home visiting program. CalWORKs participants will be contacted within three (3) business days from receipt of HVP referral.

CONTRACTOR will identify CalWORKs HVP participants with up to one thousand dollars ($1000) worth of material goods, dependent on an observable need. The material goods can be used for a program participant's household related to care, health, and safety of the child and family. Some examples of appropriate use of material goods may include, but are not limited to: child safety kits, car seats, appliance repairs, adaptive equipment for children with disabilities, and resources related to child and family language and literacy needs. Material goods items are not intended to be an incentive for individuals to participate, but rather a response to the specific needs of the participant and their families. Goods purchased cannot be used to supplant materials or services already being provided through Welfare-to Work (WTW) supportive services, such as diapers and transportation.

Monthly, CONTRACTOR will collect data to track performance as required by First 5 Riverside County and California Department of Social Services to complete State report requirements (Exhibit A – CA HVP-19). CONTRACTOR will collect the following types of data monthly: Home Visiting Program Models: the total number of cases enrolled by model type. Home Visiting Program Caseload: the caseload, which includes parents or caretakers and children receiving services. Home Visiting Program Referrals and Services: referrals made to various services.

CONTRACTOR will implement the model with fidelity and good outcomes by providing families with regular home visits.

CONTRACTOR will provide to First 5 Riverside County aggregate data reports submitted to the national service office of Nurse Family Partnership within 30 days of completion.

NURSE-FAMILY PARTNERSHIP:

CONTRACTOR will provide home visits by registered nurses and/or public health nurses beginning during pregnancy and continuing through the child's second birthday. The Nurse-Family Partnership ("NFP") Program is an evidence-based nurse home visiting program which serves low-income, first-time mothers and their children who face significant short- and long-term risks to their health, personal development, and economic well-being. Through regular visits from specialty-trained nurses, the NFP Program partners with these mothers during their first pregnancies and the first two years of their children's lives to help them develop behaviors that enable them to have healthier pregnancies, be better parents, have emotionally and physically healthier children, and attain greater economic self-sufficiency.

The primary goals of Nurse-Family Partnership (NFP) are:

- To improve pregnancy outcomes by promoting health-related behaviors
- To improve child health, development and safety by promoting competent caregiving
- To enhance parent life-course development by promoting pregnancy planning, educational achievement, and employment

The program also has two secondary goals:

- To enhance families' material support by providing links with needed health and social services
- To promote supportive relationships among family and friends

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
Home Visitation, Referrals, and/or Linkages	CONTRACTOR will provide Home visits 60 – 90 minutes weekly during postpartum period, every 2 weeks until toddler is 21 months, monthly until child is 2 years. Registered Nurses: • Facilitate decision-making regarding planning of future children and selection of birth control to achieve goals; • Assist parents to set realistic goals for education and work, and identify strategies for attaining goals; • Coaching parents in building and fostering relationships with other community services; • Parents' family planning, education and work goals; and	CONTRACTOR will utilize evidence-based programs and tools to provide Home Visitation services: • Nurse Family Partnership Program (NFP) Model Care coordination activities will be undertaken to ensure children are linked and receiving services. ** Comprises all NFP families served through this contract, combining Cal-WORKs eligible NFP (26) and Non-Cal-WORKs eligible families (90), annually.	1. CONTRACTOR Nurse Home Visiting Services program will **serve 89 * mothers** with the NFP-CW home visitation program. (Core) 2. CONTRACTOR Home Visiting services program will **document the number of children** 0 through 2 years of age served with the NFP-CW home visitation program. (Core) 3. CONTRACTOR will **document the number of home visits** provided to enrolled families in the NFP-CW home visitation program. (Core)

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
	• Referrals to other health and human services as needed. Educate parent on infant/toddler nutrition, health, growth, development and environmental safety; • Role model Partners in Parenting Education (PIPE) activities to promote sensitive parent-child interactions facilitative of developmental progress; • Assess parent-child interaction, using Nursing Child Assessment Satellite Training (NCAST) feeding and teaching scales and provide guidance as needed; • Assess infant/toddler's developmental progress at selected intervals using Ages and Stages Questionnaire or DDSII, and provide guidance as needed; • Promote adequate use of well-child care; • Guidance to new parents in building and fostering social support networks; • Guidance assessing safety of potential/actual child care arrangements; and • Referrals to other health and human services as needed. • Effects of smoking, alcohol and illicit drugs on fetal growth, and assist women in identifying goals and plans for reducing cigarette smoking, etc.; • Nutritional and exercise requirements during pregnancy and		4. CONTRACTOR will **document the number of mothers** that exit the NFP program prior to completion. (Core) 5. CONTRACTOR will **document the number of children**, at 3 months of age, **referred** for health insurance enrollment, utilization and retention assistance. (Aggregate) 6. CONTRACTOR will **document the number of children**, at 3 months of age, referred who **obtained** health insurance as a result of staff assistance. (Aggregate) 7. CONTRACTOR will **document the number of enrolled children** that are **linked** to a medical home at the completion of the NFP program. (Aggregate) 8. CONTRACTOR will **document the number of pregnant women** who receive prenatal care beginning in the first trimester. (Aggregate) * ***CalWORKs targets are determined by the maximum case load of 100, inclusive of 11 clients funded from Prop 10 transitioning. 89 + 11 = 100***

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
	monitor and promote adequate weight gain; • Other risk factors for pre-term delivery/low birth weight (e.g., genitourinary tract infections, pre-eclampsia); • Preparation for labor and delivery/childbirth education; • Basics of newborn care and newborn states; • Family planning/birth control following delivery of infant; • Adequate use of office-based prenatal care; and • Referrals to other health and human services as needed. A full time Registered Nurse carries a caseload of 25 or more active cases. Caseload may not exceed 30 without approval from the NSO. New Nurse Home Visitors build up a caseload of 25 over the first 9-12 months of service. NFP team will follow the model elements of the NFP program.		*FY 23/23 = 34 CalWORKs clients* *Separate contract Prop 10 clients: 66* *FY 24/25 = 48 CalWORKs clients* *Separate contract Prop 10 clients: 52* *FY 25/26 = 89 CalWORKs clients* *Separate contract Prop 10 clients: 11*
Screenings and Assessments	Children and mothers will receive initial and follow-up screenings and assessments. Screenings and/or assessments are conducted on intake, 36 weeks, birth, 1-3 months, 4 months, 6 months, 9 months, 10 months, 12 months, 15-17 months, 18 months, 21-23 Months, and 24 months. Registered Nurse:	Screenings and Assessments will be utilized to complete comprehensive assessments and designed curriculum for use with children and mothers: **At every home visit:** Referrals to services like: mother's health insurance, healthcare service usage for mother and baby, Immunizations for baby, dental care for baby, ER visits and	9. CONTRACTOR will **document the number of children** at 12 months of age, who received developmental screenings and assessments that were below the nationally defined developmental threshold. in the NFP program. (Core)

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
	• Involve the mother's support system including family members, fathers when appropriate, and friends, and will connect families to health and human services as needed. • Begin making home visits by the 16th week of pregnancy, preferably sooner, and not after the 28th week of pregnancy. Visits will continue through the first two years of the child's life. • Screen and refer additional children 0 through 5 who reside in the household based on family needs.	hospitalizations for mother and baby. **Screenings / Assessments / Tools to be utilized:** Maternal Health Assessment, Encounter Form, Demographics, Use of Gov't and Community Services, Dyadic Assessment of Naturalistic Caregiver–Child Experiences (DANCE), Edinburgh Postnatal Depression Scale (EPDS), General Anxiety Disorder Tool (GAD), Health Habits, Intimate Partner Violence (IPV) Assessment, Ages & Stages Questionnaires (ASQ-3), Infant birth, Infant Health Care Demographics, Ages & Stages Questionnaires: Social-Emotional (AQS:SE-2), and Health Assessment.*** Screenings and Assessments will be entered into NFP approved database. Care coordination activities will be undertaken to ensure children/mothers are linked and receiving services. ***See screening/assessment schedule, Table 1.	10. CONTRACTOR will **document the number of children** at 12 months of age, who received developmental screenings and assessments that meet the nationally defined developmental threshold in the NFP program. (Core) 11. CONTRACTOR will **document the number of children** at 24 months of age, who received developmental screenings and assessments who fell below the nationally defined developmental threshold for age on a prior screening that have improved to meet or exceed the nationally defined developmental threshold in the NFP program. (Core) 12. CONTRACTOR will **document the number children** 0 through 2 years of age that received an ASQ-3 screening according to Table 1. (Core) 13. CONTRACTOR will **document the number of parents/caretakers** who receive referrals for their children for the first time due to a developmental screening conducted in the NFP program. (Core) 14. CONTRACTOR will **document the number of referrals** for

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
			additional services made as a result of the ASQ-3 screenings. (Core) 15. CONTRACTOR will **document the number of referred children** 0 through 2 years of age that were **linked to services** as a result of the ASQ-3 screenings. (Core) 16. CONTRACTOR will **document the number of children** 0 through 2 years of age that received an ASQ:SE-2 screening according to Table 1. (Core) 17. CONTRACTOR will **document the number of referrals** for additional services as a result of the ASQ:SE-2. (Core) 18. CONTRACTOR will **document the number of referred children** 0 through 2 years of age that were **linked to services** as a result of the ASQ:SE-2 screenings. (Core) 19. CONTRACTOR will **document the number of mothers** of children 0 through 2 years of age that receive an initial Health Habits assessment. (Core) 20. CONTRACTOR will **document the number of mothers** of children 0 through 2 years of age that demonstrate improvement

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
			from pre to post-test on the follow-up Health Habits assessment after the 12-month visit. (Core) 21. CONTRACTOR will **document the number of mothers** who were screened for post-partum depression/depression according to Table 1. (Core) 22. CONTRACTOR will **document the number of referred mothers** that were linked to post-partum depression/depression according to Table 1. (Core) 23. CONTRACTOR will **document the number of mothers** who were referred for mental health treatment. (Core) 24. CONTRACTOR will **document the number of children** born to enrolled mothers. (Core) 25. CONTRACTOR will **document the number of eligible to breastfeed mothers** who are exclusively breastfeeding at time of discharge from the hospital. (Aggregate)
Long-term Sustainability/ Public Awareness/Policy Change	• Develop & maintain partnerships to leverage funding from other sources and continue the		Report long-term sustainability, public awareness, and policy change activities in the Performance Narrative quarterly reports.

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
CONTRACTOR will have a long-term sustainability plan outlining how the program will be maintained after First 5 Riverside funding ends. CONTRACTOR will initiate policy changes which enable stakeholder buy-in and cultural shifts at the community, family and parent/caregiver levels.	program beyond the funding cycle. • Work in partnership with First 5 Riverside to explore effective and efficient cost modeling approaches to maximize investments and incentivize performance. • Promote NFP at Community Forums, Joint Operational Meetings and channels through the Family Resource Centers. • Policies will be reviewed and inclusive of NFP program; develop referral procedures for providers and families to access the service. • As Home Visitation Collaborative evolves, CONTRACTOR is identified as a critical partner in this system approach and will participate in stakeholder convenings.		

Table 1: Screening and Assessment Schedule

Pre and Post Tests for Mother									
Pre-Test Intake Data Mother	**Post-Test 36 weeks Data Mother**	**Post-Test Birth Data Mother**	**Post-Test 1-3 weeks Data Mother**	**Post-Test 4 months Data Mother**	**Post-Test 6 months Data Mother**	**Post-Test 12 months Data Mother**	**Post-Test 16 months Data Mother**	**Post-Test 18 months Data Mother**	**Post-Test 24 months Data Mother**
Maternal Health Assessment									
Demographics Income, Education, Work / School, Birth Control, Marital Status					**Demographics** Income, Education, Work/ School, Birth Control, Marital Status	**Demographics** Income, Education, Work/ School, Birth Control, Marital Status		**Demographics** Income, Education, Work/ School, Birth Control, Marital Status	**Demographics** Income, Education, Work/ School, Birth Control, Marital Status
Use of Gov't and Community Services		**Use of Gov't and Community Services**			**Use of Gov't and Community Services**	**Use of Gov't and Community Services**		**Use of Gov't and Community Services**	**Use of Gov't and Community Services**
EPDS and GAD	**EPDS and GAD**	**EPDS and GAD**	**EPDS and GAD**		**EPDS and GAD**	**EPDS and GAD**			
Health Habits	**Health Habits**					**Health Habits**			
Clinical IPV			**Clinical IPV**				**Clinical IPV**		**(Last Post Test)**
Pre and Post Tests for Baby									
Pre-Test Infant Birth Data Baby	**Pre-Test 1-3 Months**	**Pre-Test 4 months**	**Pre-Test 6 months**	**Post –Test 8-10 Months Data Baby**	**Post-Test 12 months Data Baby**	**Post-Test 16 months Data Baby**	**Post-Test 18 months Data Baby**	**Post Test 21-23 Months Data Baby**	**Post-Test 24 months Data Baby**
Infant Birth									
	DANCE			**DANCE**		**DANCE**		**DANCE**	
		ASQ 3		**ASQ 3**			**ASQ 3**		**ASQ 3**
			ASQ: SE 2		**ASQ: SE 2**		**ASQ: SE 2**		**ASQ: SE 2**
			Infant Health		**Infant Health**		**Infant Health**		**Infant Health**
									(Last Post Test)

Data Collected at each Home Visit on Encounter Form for Mother and Baby	
Mother	Baby
Referrals made for services needed	Referrals made for services needed
Health Services Used	Health Services Used Immunizations

ATTACHMENT B: BUDGET

		Clients	FY #VISITS	Max # Visits FY	Unit of Service	CalWORKs
FY 23/24	Dr. Yoo (NFP) CalWORKs	34	30	1020	$545.00	$ 555,900.00
FY 24/25	Dr. Yoo (NFP) CalWORKs	48	30	1440	$545.00	$ 784,800.00
FY 25/26	Dr. Yoo (NFP) CalWORKs	89	27	2457	$545.00	$ 1,339,065.00
	Total CW Reimbursable Visits					$ 2,679,765.00
		89			Material Goods	$ 89,000.00
					Total CW Funds	$ 2,768,765.00

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **$2,768,765** 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: **07/01/23 – 06/30/26**

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: HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Addendum") supplements and is made part of (Contract CF24113 "Contract") between the RCCFC and JEUNG CHOO YOO MD, 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. <u>Prohibited Uses and Disclosures.</u>

A. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Contract or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from the RCCFC.

B. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from the RCCFC or from another business associate of the RCCFC, except as permitted or required by this Addendum, or as required by law.

C. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the RCCFC would be prohibited from making.

D. CONTRACTOR shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

(1) Not to use or disclose PHI for fundraising, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR **§164.508;**

(2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR **§164.508(a)(3);**

(3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

(4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Contract and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by the RCCFC to CONTRACTOR for services provided pursuant to the Contract.

4. Obligations of the RCCFC.

A. The RCCFC agrees to make its best efforts to notify CONTRACTOR promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by the RCCFC that may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

B. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

C. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI and/or ePHI.

D. The RCCFC agrees not to request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

E. The RCCFC agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its obligations under this Addendum and/or Contract.

5. **Obligations of CONTRACTOR.** In connection with the use or disclosure of PHI and/or ePHI, CONTRACTOR agrees to:

   A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

   B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. CONTRACTOR shall promptly notify the RCCFC if CONTRACTOR is required by law to disclose PHI and/or ePHI.

   C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

   D. Mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.

   E. Report to the RCCFC any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

   F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the CONTRACTOR agree through contract to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

   G. Make available to the RCCFC, the Secretary, in the time and manner designated by the RCCFC or Secretary, CONTRACTOR'S internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the RCCFC, or created or received by CONTRACTOR on behalf of the RCCFC, for purposes of determining, investigating or auditing CONTRACTOR'S and/or the RCCFC's compliance with the Privacy Rule.

   H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR **§164.502(b)(1).**

   I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which CONTRACTOR shall promptly notify the RCCFC upon CONTRACTOR'S receipt of such request from a third party.

   J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by the County of Riverside), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by the RCCFC.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the RCCFC to the extent CONTRACTOR is to carry out the RCCFC's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.t

6. **Access to PHI, Amendment and Disclosure Accounting.** CONTRACTOR agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, to satisfy the requirements of 45 CFR **§164.524.**

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set the RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR **§164.526.**

C. **Accounting of disclosures of PHI and electronic health record.** Assist the RCCFC to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if CONTRACTOR uses or maintains electronic health records. CONTRACTOR shall:

(1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

(2) Within fifteen (15) days of receiving a written request from the RCCFC, provide to the RCCFC or any individual as directed by the RCCFC information collected in accordance with this section to permit the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

(3) Make available for the RCCFC information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event the RCCFC discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the RCCFC ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

   A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that CONTRACTOR creates, receives, maintains, or transmits on behalf of the RCCFC in accordance with 45 CFR §164.308, §164.310, and §164.312;

   B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

   C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

   D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

   E. Ensure compliance with the Security Rule by CONTRACTOR'S workforce;

   F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of CONTRACTOR agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

   G. Report to the RCCFC any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

   H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, CONTRACTOR shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

   A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify the RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

      (1) **Breaches treated as discovered.** A breach is treated as discovered by CONTRACTOR as of the first day on which such breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of CONTRACTOR (determined in accordance with the federal common law of agency).

(2) **Content of notification.** The written notification to the RCCFC relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:

(a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired, used or disclosed during the breach;

(b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

(c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

(d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

(e) A brief description of what CONTRACTOR is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

(f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by CONTRACTOR, CONTRACTOR shall cooperate with the RCCFC and shall provide the RCCFC with any information requested by the RCCFC to enable the RCCFC to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, CONTRACTOR shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to the RCCFC not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If CONTRACTOR delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, CONTRACTOR shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the CONTRACTOR'S failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, CONTRACTOR agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish CONTRACTOR'S obligations to indemnify, defend and hold harmless the RCCFC under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when the RCCFC , in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code
§1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

(1) CONTRACTOR agrees to assist the RCCFC to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

(2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two
(3) 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. <u>Hold Harmless/Indemnification.</u>

A. CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of the RCCFC and the County of Riverside, which shall not be

unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.

C. The specified insurance limits required in the Contract of this Addendum shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the RCCFC and the County of Riverside herein from third party claims arising from issues of this Addendum.

D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Contract of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by the RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside, is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Contract and will provide grounds for terminating this Addendum and the Contract with or without an opportunity to cure the breach, notwithstanding any provision in the Contract to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

(1) Terminate the Contract and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

(2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to

immediately terminate the Contract and this Addendum.

(3) If termination of the Contract is not feasible, the breaching party, upon the request of the non- breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

(1) Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by the RCCFC, destroy all PHI and/or ePHI received from the RCCFC, or created or received by the CONTRACTOR on behalf of the RCCFC, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the RCCFC. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

(2) In the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to the RCCFC of the conditions that make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as the CONTRACTOR maintains such PHI and/or ePHI.

12. General Provisions.

A. **Retention Period.** Whenever CONTRACTOR is required to document or maintain documentation pursuant to the terms of this Addendum, CONTRACTOR shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the RCCFC to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

C. **Survival.** The obligations of CONTRACTOR under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Contract that conflict or appear inconsistent with any provision in this Addendum.

F. **Interpretation of Addendum.**

(1) This Addendum shall be construed to be part of the Contract as one document. The purpose is to supplement the Contract to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.

(2) Any ambiguity between this Addendum and the Contract shall be resolved to permit the RCCFC to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

G. **Notices to the RCCFC and County of Riverside.** All notifications required to be given by CONTRACTOR to the RCCFC and County of Riverside pursuant to the terms of this Addendum shall be made in writing and delivered to the RCCFC and County of Riverside both by fax and to all the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as the RCCFC and County of Riverside may hereafter designate. All notices to the RCCFC and County of Riverside provided by CONTRACTOR pursuant to this Section shall be deemed given or made when received by the RCCFC and County of Riverside.

County HIPAA Privacy Officer:	**HIPAA Privacy Manager**
County HIPAA Privacy Officer Address:	**P.O. Box 1569** **Riverside, CA 92502**
County HIPAA Privacy Officer Fax Number:	**(951) 955-HIPAA or (951) 955-4472**

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT
INVESTMENT OF FUNDS
585 Technology Court
Riverside, California 92507

RCCFC AWARD:	**CF24106 FRC Network Specialist**
CONTRACTOR:	**John F. Kennedy Memorial Foundation**
CONTRACT TERM:	**07/1/2023 – 06/30/2026**
MAXIMUM REIMBURSABLE AMOUNT:	**$300,000**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed $300,000.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed $300,000 as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10, to provide services and results as set forth in Attachments A, B, C and D attached hereto as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, COMMISSION and CONTRACTOR have executed this Contract.

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Tammi Graham, Executive Director	Printed Name of Person Signing: Peter Sturgeon
Date Signed:	Title: President and Chief Executive Officer
585 Technology Court Riverside, CA 92507-2423	Address: 73555 San Gorgonio Way Palm Desert, CA 92260
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Kristine Bell-Valdez Supervising Deputy County Counsel	ATTEST SIGNATURE:
Date Signed: 5/4/23	Lynn M. Stephens Executive Assistant IV
	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

Contents

1. NOTICES 5
2. SOURCE AND SCOPE OF CONTRACT 5
3. DEFINITIONS 5
4. TERM 6
5. COMPLIANCE, DISALLOWANCE, WITHHOLDING 6
6. TERMINATION 6
7. REQUIREMENT OF SUPPLEMENTING PROGRAM 7
8. DATA MANAGEMENT 7
9. SCOPE OF WORK (SOW) 8
10. REIMBURSEMENT OF COSTS 8
11. FISCAL AND PROGRAM REPORTING REQUIREMENTS 9
12. REIMBURSEMENT OF FUNDS TO THE COMMISSION 10
13. COMMISSION FISCAL REQUIREMENTS 11
    - A. Budget Revisions 11
    - B. Amendments 11
    - C. Cost Allocation Plan 11
    - D. Overhead/Indirect Costs 12
    - E. Revenues Received 12
    - F. Payroll Taxes 12
14. CONTRACTOR AUDIT REQUIREMENTS 13
15. INVENTORIABLE EQUIPMENT 13
16. REVERSION OF ASSETS 14
17. TOBACCO CONTROL POLICY 14
18. CONDUCT OF BUSINESS 14
19. RECORDS MANAGEMENT AND MAINTENANCE 15
20. PUBLIC DISCLOSURE OF DOCUMENTS 16
21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION 16
22. GOVERNING LAW AND VENUE 17
23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES 17
24. PUBLICITY AND ATTRIBUTION REQUIREMENTS 18
25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY 19
26. WORK PRODUCT 19
27. NON-DISCRIMINATION 20
28. CHILD ABUSE REPORTING 20
29. DEPARTMENT OF JUSTICE CLEARANCE 20
30. ADULT AND ELDER ABUSE REPORTING 21
31. INDEPENDENT CONTRACTOR 21
32. HOLD HARMLESS/INDEMNIFICATION 21
33. INSURANCE 22
34. ASSIGNMENT 24
35. ALTERATION AND/OR AMENDMENT 24
36. CONFLICT OF INTEREST 24
37. WAIVER AND SEVERABILITY 24
38. DISALLOWANCE 25
39. OFFICIAL DOCUMENTS 25
40. ENTIRE CONTRACT 25
41. NONEXCLUSIVE CONTRACT 25
42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT 25
43. COMPLIANCE WITH LAW 25
44. CONFLICTS IN INTERPRETATION 25

45. COUNTERPARTS 26
ATTACHMENT B: BUDGET 31
ATTACHMENT C: PAYMENT PROVISIONS 32
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY 34
ATTACHMENT E: HIPAA BUSINESS ASSOCIATE AGREEMENT 35

Terms and Conditions

1. NOTICES

All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after deposit in the United States mail, postage prepaid:

COMMISSION:	CONTRACTOR:
Tammi Graham, Executive Director	Peter Sturgeon
First 5 Riverside County	President and Chief Executive Officer
585 Technology Court	73555 San Gorgonio Way
Riverside, California 92507	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 07/1/2023 through 06/30/2026 unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

If CONTRACTOR fails to comply with any conditions contained within this Contract, the COMMISSION may place the CONTRACTOR in a probationary status, temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost of activity not in compliance, and/or request repayment to the COMMISSION if any disallowance is rendered after audit findings. Written notification of non-compliance will be sent to the identified contact person and the CONTRACTOR'S Executive Director or other lead staff authorized by the CONTRACTOR'S governing board or ownership within twenty (20) working days.

6. TERMINATION

A. By COMMISSION: The COMMISSION may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, the CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise).

1. Termination for cause:

a. Due to Default or Breach of Contract. Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the COMMISSION may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COMMISSION provides CONTRACTOR the opportunity to cure breach within twenty (20) working days of receipt of notice, and CONTRACTOR does so to COMMISSION'S satisfaction.

b. Due to Health and Safety Concerns of Clients. The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract may also be immediately terminated at the sole discretion of the COMMISSION if the

CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

c. **Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.

e. **Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

B. **By CONTRACTOR**: CONTRACTOR may terminate this Contract in whole or in part upon thirty (30) calendar days' written notice to the COMMISSION.

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 funds shall ONLY be used to supplement a CONTRACTOR'S program. The COMMISSION endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

8. DATA MANAGEMENT

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the COMMISSION. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports (PPR), utilization of the COMMISSION developed reporting systems and Administrative Review formats and required training(s) to familiarize and implement the results-based accountability framework. The COMMISSION continues to refine its evaluative processes that will assist the COMMISSION, its CONTRACTORS and the community to successfully increase and measure the impact of the Proposition 10 in Riverside County. Where appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative

processes. Specific areas may include but are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.

B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.

C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).

D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.

E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by COMMISSION action. Reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the SOW and methodology contained in Attachment A as determined by the COMMISSION. The COMMISSION shall allocate the funds to CONTRACTOR as follows:

A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR.

If applicable, CONTRACTOR shall provide copies of the claim report submitted monthly for Medi-Cal and/or any other state or federal reimbursements. In addition, the CONTRACTOR will provide the subsequent revenue reports that will reconcile the claim reports.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due as described in paragraph one of this section. All reimbursement costs not submitted at the time of the Final Fiscal Expenditure Report will be disallowed.

Payment information, including amount, payment reduction or payment withheld may be obtained by the CONTRACTOR via the data management system.

B. Program Reporting

As requested by COMMISSION, CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR'S services or to provide information about CONTRACTOR'S program. CONTRACTOR shall report program and demographic data on participants, where appropriate, service and outcome data with measurement tools approved by COMMISSION. CONTRACTOR shall enter data (quantitative and qualitative) in the evaluation database system designated by COMMISSION. CONTRACTOR shall submit complete data, in accordance with the SOW.

1. 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.**

2. 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 30
- QUARTER 2 (October 1 – December 31): Report Due January 30
- QUARTER 3 (January 1 – March 31): Report Due April 30
- QUARTER 4 (April 1 – June 30): Report Due July 30 (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 30th 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 <u>any</u> of the conditions below are met:

a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.

b. A single-funded staff member shares time between two or more COMMISSION funded programs.

c. The same facilities and/or resources are utilized by more than one funded program.

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.

2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.

3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

E. Revenues Received

All revenue received by the CONTRACTOR (except funds received from the COMMISSION) to operate the program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

F. Payroll Taxes

The COMMISSION shall not be directly responsible for the payment of any taxes on the CONTRACTOR'S behalf. In the event that the COMMISSION is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the COMMISSION for the full value of such paid taxes plus interest and penalty, if any. Taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

G. Payor of Last Resort

CONTRACTOR shall obtain funding through sources other than the COMMISSION to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as Medi-Cal, Healthy Families, federal or state-funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. CONTRACTOR must provide written verification upon request.

14. CONTRACTOR AUDIT REQUIREMENTS

A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.

B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars ($1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars ($1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars ($1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining

items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in-whole or in-part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the COMMISSION and CONTRACTOR, where the original cost exceeded one thousand dollars ($1,000.00) shall either be: (1) used by CONTRACTOR for the services described in the SOW for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in the SOW; or (2) disposed of and proceeds paid to the COMMISSION in a manner that results in the COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR'S out of pocket expenditures using non-commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.

B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the COMMISSION funded activities. The Comprehensive Tobacco Control Policy, as attached hereto.

18. CONDUCT OF BUSINESS

CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in Termination of Contract.

A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.

C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.

D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.

G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.

H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.

I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

19. RECORDS MANAGEMENT AND MAINTENANCE

A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.

C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:

a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and

b. Submission of the Program Progress Report on a quarterly basis.

D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).

F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

CONTRACTOR acknowledges and agrees that information, communications, and documents given to the COMMISSION during meetings involving COMMISSION members, staff, finance or COMMISSION Advisory Committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the COMMISSION in order that it may fully comply with the requirements of such laws and regulations.

21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION

A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review

visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.

B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.

D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.

B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and

4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.

D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.

E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.

B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside County"

"Funded by First 5 Riverside County"

"Funded by First 5 Riverside County - the Riverside County Children & Families Commission"

"Hecho posible por medio de fondos de Primeros 5 Riverside County"

"Financiado por Primeros 5 Riverside County"

For events, conferences or programs with multiple funders, one of the following attributions shall be used:

"Funded in part by First 5 Riverside County"

"Funded in part by First 5 Riverside County - the Riverside County Children & Families Commission"

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County - Comisión de Niños y Familias del Condado de Riverside"

When space is limited (i.e., buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTOR shall contact the COMMISSION'S Public Information Specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.

C. The approved First 5 Riverside 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).

D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.

E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the COMMISSION. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments, hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction or proselytizing.

26. WORK PRODUCT

A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.

B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the

COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

27. NON-DISCRIMINATION

Pursuant to the Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, CONTRACTOR shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal Laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through the California Department of Health Care Services. This Contract hereby incorporates by reference the provisions of Title 2, California Code of Regulations, Section 11105 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, California Code of Regulations, Section 11105 et seq. and further agrees to include this Non-Discrimination clause in all subcontracts to perform services under this Contract.

28. CHILD ABUSE REPORTING

CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

CONTRACTOR must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

30. ADULT AND ELDER ABUSE REPORTING

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) working days.

31. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the CONTRACTOR and the COMMISSION. The CONTRACTOR, nor CONTRACTOR'S officers, agents, employees or subcontractors, shall not be entitled to any COMMISSION paid employee benefits, including Workers' Compensation.

32. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless COMMISSION, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to in this section as the "COUNTY") from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives under this Contract. CONTRACTOR shall defend the COUNTY at CONTRACTOR'S sole expense, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards), the COUNTY in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at sole cost, have the right to use counsel of choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the COUNTY as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Contract shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

In the event there is a conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

A. If CONTRACTOR is a public entity, as defined by applicable law, the COMMISSION and CONTRACTOR, to the extent that liability may be imposed on the COMMISSION by the provisions of Government Code Section 895.2, shall be liable for acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either the COMMISSION or CONTRACTOR'S, employees or representatives, performance or

omission of any act or responsibility of either party under this Contract. In the event that a claim is made against both the COMMISSION and CONTRACTOR, both parties shall cooperate in the defense of said claim and to cause insurers to do likewise.

B. CONTRACTOR agrees to indemnify the COMMISSION for all federal/state withholding or state retirement payments, which the COMMISSION may be required to make by the federal or state government as a result of this Contract. If for any reason, CONTRACTOR is determined not to be an independent contractor to the COMMISSION in carrying out the terms of the Contract, such indemnification shall be paid in full to the COMMISSION upon sixty (60) calendar days written notice to CONTRACTOR if a federal and/or state determination is made that such payment is required.

33. INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. Pertinent to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

Workers' Compensation:
If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than one million dollars ($1,000,000) per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross-liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insureds. Policy limit of liability shall not be less than 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 conflict in interpretation by the parties of the provisions contained in the numbered sections of this Contract and the provisions contained in the attachments hereto, the provisions of the attachments in the Contract shall prevail over those in numbered sections.

45. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

ATTACHMENT A: SCOPE OF WORK

The *Family Resource Center Network Specialist* will support families from broader population groups by increasing and expanding resources, and by providing linkages to prevention services and direct support to families with young children ages 0 through 5. The Family Resource Centers (FRCs) and Community Hubs are embedded in communities and operate at the neighborhood level to support families where they live and gather. By leveraging existing relationships and partnerships, FRCs and Community-Based Organizations will serve families and connect them to a wide range of services and supports, from responding to families in crisis to promoting children's healthy development and general well-being.

First 5 Riverside County (First 5) seeks to connect with families in convenient and familiar spaces through the FRC Network Expansion. This will allow parents/caregivers to strengthen connections to each other and their communities.

CONTRACTOR shall provide a Family Resource Center Network Specialist position (FRCNWS), office space, equipment, mileage, and/or other operational expenses to complement and enhance the existing family support services in the service areas identified as having a lower Healthy Places Index (HPI) score, including but not limited to San Jacinto, Hemet, Banning, Cabazon, Moreno Valley, Romoland, Calimesa, Anza, Riverside, and Mountain Center.

The FRCNWS will expand the resources, services, and supports families access by linking families with children to existing community-based supports, including First 5's FRCs. This strategy will provide an opportunity to build relationships with families, and act as an ambassador to both social connections, programs, and the safety net as needed and ensure continuity of care following any level of support the family is seeking. This high-level community-facing position helps identify resources for parents, caregivers, and others to strengthen connections that are responsive to each family's needs.

The job description for the FRCNWS is included in Attachment A to this scope of work. In addition to the job duties listed, the FRCNWS will be expected to:

- Attend regularly scheduled meetings with First 5 staff and peers to:
    - Develop goals, objectives, and targets for years 1, 2, and 3 of the program, including data collection requirements;
    - Participate in trainings on the use of First 5's data collection and documentation system.
    - Have access to and be required to input data into the First 5 data system, subject to the terms and conditions of the HIPAA Business Associate Agreement attached and made part of this agreement as Appendix E.
    - The minimum required data points for each family and/or individual served are included in the FRC Intake form.
- FRCNWS will provide a monthly progress report outlining at least the following:
    - A summary of outreach events and activities, including (but not limited to:
        - A Contact Log outlining
        - The name and purpose of the agency
        - Agency contact information
        - Type of engagement (i.e., attended an event or heard a presentation, etc.)
        - Engagement result (i.e., new program referral, new clients referred, new events/activities or partnerships, etc.)
- Participate in and support staffing for Community Outreach events in partnership with First 5 and the FRCs
    - FRCNWS participates in a minimum of five (5) events and/or activities per year as coordinated by First 5. This includes evening or weekend events, as necessary.

- Actively participate with First 5 staff and community stakeholders in the design and implementation of regular Communities of Practice (CoPs) that will include:
    - Training on the 5 Protective Factors
    - Professional development needed for the Family Resource Network
    - Leveraging each partner's and stakeholder's strengths (i.e., resources, services, and networks) to expand both service linkages and outreach to new populations
    - Training in data collection and tracking in F5RC's data collection system
- Participate in an annual review of this Scope of Work in support of the Network-Expansion goal of the Family Resource Centers (FRCs).

CONTRACTOR shall give at least 3 business days written notice for any changes in the staffing of the FRCNWS position. At the time CONTRACTOR gives notice of appointment of a new FRCNWS, a resume of the candidate appointed shall be included.

Respond to Emerging Needs

First 5's FRCs play a critical role in preventing child abuse and neglect, strengthening children and families, and connecting families to systems of care that focus on improving fundamental social and economic structures, environments, and conditions that support the ability of families to reach their full potential. FRCs also play a vital role in communities, serving as trusted partners that help connect children and families to resources and services that can lessen the everyday stressors that families with children face. The FRC network provides a broad range of community-wide prevention services, while also leveraging First 5's current partnerships and investments to ensure shared responsibility to improve the lives of all families in Riverside County. These include but are not limited to the following:

Help Me Grow – Inland Empire (HMG-IE), Help Me Grow is a collective approach to strengthening the early identification and intervention system. It works to ensure that all children have developmental screenings and that families can access the services they need. Community hubs are critical partners in this system approach and participate in regional stakeholder convenings.

HealthySteps is an evidence-based, team-based pediatric primary care program designed to promote nurturing parenting and healthy development for babies and toddlers. Community hubs link families served by FQHCs and health and wellness clinics to the HealthySteps programs funded through First 5 Riverside County.

Cross Systems Integration is an intentional strategic approach where programs are coordinated and integrated to simplify access and referrals, streamlining the provision of services to families, and leveraging multiple funding streams and resources. As there is a need to ensure that 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 the identification of other possible support services that address broader needs of the family. This may include, but is not limited to, early intervention services, high-quality early learning settings, health and behavioral services (including those listed above), and family support services for families of children from the prenatal through the pre-kindergarten stages.

Racial Equity and Systemic Racism: The *Family Resource Center Network Expansion* supports equitable outcomes for all children and families acting with intentionality to eliminate racial inequities and ensure all families have access to educational success, quality health care, food security, housing, socioeconomic mobility, reduced stress, and more. Through this approach, there is an opportunity to address organizational and systemic biases to advance racial equity for all communities that would positively impact children and families.

APPENDIX A: JOB DESCRIPTION

Job Title: Family Resource Center Network Specialist

Summary:
The Family Resource Center Network Specialist (FRCNWS) is a community-facing position, identifying resources for parents, caregivers, and others to strengthen connections tailored to each family's needs.

In this role, the FRCNWS engages with a variety of service providers, Family Resource Centers, community-based and faith-based organizations, and tribal governments to facilitate conversations and engage in partnership-building among agencies with the focus on improving the access to needed services and other support of local families.

The FRCNWS role also includes attending community meetings and leading and participating in networking-building activities focused on establishing collaborative partnerships throughout Riverside County to improve outcomes for children and families.

This position requires the application of knowledge and skills to educate and network with people of diverse backgrounds and cultures. The position reports to a supervisory level position within the applicant agency, who will review work for professional competence and alignment with established procedures and contracted deliverables.

The FRCNWS is expected to maintain clear, accurate, and timely data and information and is responsible for preparing administrative and program outcome reports as it relates to meeting program goals and objectives; and engaging in strategic thinking to improve and expand services for families and communities. Data and information should be focused dually on families who currently access the Family Resource Center (FRC) and families who have not accessed the FRC but could benefit from doing so, through proactive outreach and engagement. At a systems level, this position will coordinate with several service providers in the community they serve to support the design and development of a Community Network Hub. Using data, the FRCNWS will have a thorough knowledge of the community and its partnerships and contribute to building a much larger coordinated system for child abuse prevention and child well-being efforts.

Capacity meeting milestones will include: training, understanding the community needs; demonstrating knowledge of the 5 Protective Factors in Strengthening Families (as referenced in the First 5 Riverside County Strategic Plan), and building the structures to support the 5 Protective Factors.

Essential Duties

Partnership Building and Relationship Management

1. Demonstrate knowledge of available community resources including an array of early childhood and family support services as well as other community resources.
2. Conduct community outreach, presentations, and workshops.
    a. Develop a list of community events and health fairs, and arrange, organize and work closely with agency staff to ensure participation in community activities.
    b. Provide training to improve understanding of community needs.
    c. Encourage and motivate members of the communities to become involved and develop skills needed to improve their quality of life and related neighborhood issues.
3. Identify, develop, coordinate, and maintain partnerships with community groups and local coalitions within Riverside County.

a. Work collaboratively with First 5 Riverside County staff and other Community Program Staff to expand capacity and community services.
    i. Actively link and build ways to partner with health programs, public schools, Head Start programs, or other childhood educational settings.
b. Working collaboratively with First 5 Riverside County Family Resource Center staff to develop strategies and interventions to remove barriers that prevent families from accessing services.
    i. Contributes to the assessment & understanding of community needs.
    ii. Design strategies that specifically target working with organizations that serve culturally diverse communities.
c. Actively participates in cross-agency coordination and collaborative meetings.

Communications and Marketing

4. Develops, coordinates, implements, and maintains a long-range public education and awareness plan.
5. Performs public speaking activities, including:
    a. Representing the agency and FRC Network at public hearings and community functions; and
    b. Coordinating and/or participating in special community events and public recognition programs as it relates to each program and open house activities.

Case Management Support

6. Participate in case reviews/disposition, and case consultation, with home visiting program staff, FRC social workers, and other related staff as appropriate.
7. Informing home visiting program staff, FRC social workers, and other specialized community support staff of available services for families and potentially assisting staff with the referral of the family to the appropriate agency for continued care.

Administrative Duties

8. Assist in the data management of the agreed-upon program deliverables related to identifying resources and referrals for families.
    a. Assist with program start-up activities and subsequent (ongoing) statistical, recording, and reporting activities.
9. Suggest, organize, and order giveaway items and educational materials; and maintain an inventory of these supplies.
10. Supports in the preparation of program deliverables and budgets of related programs; reviews program progress and outcomes on an ongoing basis to ensure conformance with established deliverables.
11. Contributes to the evaluation of related program activities to ensure program/contract compliance with goals and objectives. Implements corrective measures as required.
12. Tracks new program initiatives and trends related to young children and families to remain updated in the field and participates in relevant training that is offered.

Qualifications

13. CONTRACTOR will be responsible to apply qualifications, experience and education background requirements necessary to fulfill this scope of work in accordance with their job-classification and HR policy framework.

ATTACHMENT B: BUDGET

ANNUAL BUDGET MUST NOT EXCEED MAXIMUM ANNUAL ALLOCATION

SAMPLE BUDGET WITH APPROVED CATEGORIES

	FY23/24	FY24/25	FY25/26	Total Contract
Personnel Expenses				
Salaries	$ 70,000	$ 70,000	$ 70,000	$ 210,000
Benefits	$ 13,636	$ 13,636	$ 13,636	$ 40,908
Salaries & Benefits	**$ 83,636**	**$ 83,636**	**$ 83,636**	**$ 250,908**
Operational Expenses				
Materials*	$ 4,000	$ 4,000	$ 4,000	$ 12,000
Mileage**	$ 4,000	$ 4,000	$ 4,000	$ 12,000
Operational Expenses	**$ 8,000**	**$ 8,000**	**$ 8,000**	**$ 24,000**
Indirect Expenses* **	**$ 8,364**	**$ 8,364**	**$ 8,364**	**$ 25,091**
Total Expenses	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 300,000**

* Materials encompasses goods for Advertising/ Outreach Marketing, Office Supplies, Program Materials.

** Travel constitutes mileage to from corporate home office to outreach and networking events, training, and conferences attended by FRCNWS in the execution of duties.

*** Indirect Expenses are calculated as 10% of Personnel Expenses (Salaries & Benefits Only). No backup documentation is required for the Indirect Expenses as it is directly related to the Salaries and Benefits.

CONTRACTOR must submit a budget to First 5 for approval before July 1st of each fiscal year.

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **$300,000** for the duration of the Contract period as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

CONTRACT PERIOD: **07/1/2023 – 06/30/2026**

1. Method, Time, and Schedule Conditions of Payment

   a. The COMMISSION will disburse funds on a reimbursement payment process based on the Contract Budget (Attachment "B") amount for the applicable fiscal year and monthly report submissions. Payment will be rendered thirty (30) business days from submission of all required documentation and/or the reporting deadline.

   b. Disbursement of any payment of funds to CONTRACTOR shall be made so long as all of the following conditions have been met:

      1. The Contract has been approved by the COMMISSION;
      2. The Contract has been fully executed by all parties;
      3. All applicable licenses to comply with the terms of the SOW are current and valid;
      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 of materials with copies of invoices and/or receipts, mileage report(s), copies of check(s) or proof of payment;
      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; 3) if the funded position is vacant; or 4) 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 the 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.

Funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget.

d. 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.

e. The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food are based on the current IRS allowable rate.

f. 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: HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Addendum") supplements and is made part of (Contract CF24106 "Contract") between the RCCFC and **Error! Reference source not found.**("CONTRACTOR") and shall be effective as of the date the Contract is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, the RCCFC and CONTRACTOR entered into the Contract pursuant to which the CONTRACTOR provides services to the RCCFC, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to CONTRACTOR for the purposes of carrying out its obligations under the Contract; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111- 005 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Contract; and,

WHEREAS, the RCCFC is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent the RCCFC discloses PHI and/or ePHI to CONTRACTOR or CONTRACTOR creates, receives, maintains, transmits, or has access to PHI and/or ePHI of the RCCFC, CONTRACTOR is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and
conditions on such uses and disclosures.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

   A. "Breach" when used in connection with PHI means the acquisition, access, use or

disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

(1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

(a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification.

(b) The unauthorized person who used the PHI or to whom the disclosure was made;

(c) Whether the PHI was actually acquired or viewed; and,

(d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which the RCCFC participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.

C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.

K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

L. "Required by law" has the meaning given such term in 45 CFR §164.103.

M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services 22 ("HHS").

N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.

P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

2. <u>Scope of Use and Disclosure by CONTRACTOR of the RCCFC's PHI and/or ePHI.</u>

A. Except as otherwise provided in this Addendum, CONTRACTOR may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of CONTRACTOR under the Contract or to perform functions, activities or services for, or on behalf of, the RCCFC as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), CONTRACTOR may:

(1) Use PHI and/or ePHI if necessary for CONTRACTOR'S proper management and administration and to carry out its legal responsibilities; and,

(2) Disclose PHI and/or ePHI for the purpose of CONTRACTOR'S proper management and administration or to carry out its legal responsibilities, only if:

(a) The disclosure is required by law; or,

(b) CONTRACTOR obtains reasonable assurances, in writing, from the person to whom CONTRACTOR will disclose such PHI and/or ePHI that the person will:

(i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which CONTRACTOR disclosed it to the person, or as required by law; and,

(ii) Notify CONTRACTOR of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

(3) Use PHI to provide data aggregation services relating to the health care operations of the RCCFC pursuant to the Contract or as requested by the RCCFC; and,

(4) De-identify all PHI and/or ePHI of the RCCFC received by CONTRACTOR under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. <u>Prohibited Uses and Disclosures.</u>

A. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Contract or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from the RCCFC.

B. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from the RCCFC or from another business associate of the RCCFC, except as permitted or required by this Addendum, or as required by law.

C. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the RCCFC would be prohibited from making.

D. CONTRACTOR shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

(1) Not to use or disclose PHI for fundraising, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR **§164.508;**

(2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR **§164.508(a)(3);**

(3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

(4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Contract and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by the RCCFC to CONTRACTOR for services provided pursuant to the Contract.

4. Obligations of the RCCFC.

A. The RCCFC agrees to make its best efforts to notify CONTRACTOR promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by the RCCFC that may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

B. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

C. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI and/or ePHI.

D. The RCCFC agrees not to request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

E. The RCCFC agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its obligations under this Addendum and/or Contract.

5. Obligations of CONTRACTOR. In connection with the use or disclosure of PHI and/or ePHI, CONTRACTOR agrees to:

A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. CONTRACTOR shall promptly notify the RCCFC if CONTRACTOR is required by law to disclose PHI and/or ePHI.

C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

D. Mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.

E. Report to the RCCFC any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the CONTRACTOR agree through contract to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

G. Make available to the RCCFC, the Secretary, in the time and manner designated by the RCCFC or Secretary, CONTRACTOR'S internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the RCCFC, or created or received by CONTRACTOR on behalf of the RCCFC, for purposes of determining, investigating or auditing CONTRACTOR'S and/or the RCCFC's compliance with the Privacy Rule.

H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR **§164.502(b)(1).**

I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which CONTRACTOR shall promptly notify the RCCFC upon CONTRACTOR'S receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by the County of Riverside), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by the RCCFC.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the RCCFC to the extent CONTRACTOR is to carry out the RCCFC's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.t

6. **Access to PHI, Amendment and Disclosure Accounting.** CONTRACTOR agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, to satisfy the requirements of 45

CFR
§164.524.

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set the RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR
§164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist the RCCFC to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if CONTRACTOR uses or maintains electronic health records. CONTRACTOR shall:

(1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

(2) Within fifteen (15) days of receiving a written request from the RCCFC, provide to the RCCFC or any individual as directed by the RCCFC information collected in accordance with this section to permit the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

(3) Make available for the RCCFC information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event the RCCFC discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the RCCFC ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that CONTRACTOR creates, receives, maintains, or transmits on behalf of the RCCFC in accordance with 45 CFR §164.308, §164.310, and §164.312;

B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

E. Ensure compliance with the Security Rule by CONTRACTOR'S workforce;

F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of CONTRACTOR agree through

contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

G. Report to the RCCFC any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, CONTRACTOR shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify the RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

(1) **Breaches treated as discovered.** A breach is treated as discovered by CONTRACTOR as of the first day on which such breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of CONTRACTOR (determined in accordance with the federal common law of agency).

(2) **Content of notification.** The written notification to the RCCFC relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:

(a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired, used or disclosed during the breach;

(b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

(c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

(d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

(e) A brief description of what CONTRACTOR is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

(f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by CONTRACTOR,

CONTRACTOR shall cooperate with the RCCFC and shall provide the RCCFC with any information requested by the RCCFC to enable the RCCFC to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, CONTRACTOR shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to the RCCFC not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If CONTRACTOR delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, CONTRACTOR shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the CONTRACTOR'S failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, CONTRACTOR agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish CONTRACTOR'S obligations to indemnify, defend and hold harmless the RCCFC under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when the RCCFC , in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code
§1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

(1) CONTRACTOR agrees to assist the RCCFC to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

(2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two

(3) business days after CONTRACTOR detects such incident. CONTRACTOR further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and

acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

A. CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of the RCCFC and the County of Riverside, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.

C. The specified insurance limits required in the Contract of this Addendum shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the RCCFC and the County of Riverside herein from third party claims arising from issues of this Addendum.

D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Contract of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by the RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside,

is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. Termination.

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Contract and will provide grounds for terminating this Addendum and the Contract with or without an opportunity to cure the breach, notwithstanding any provision in the Contract to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

(1) Terminate the Contract and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

(2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Contract and this Addendum.

(3) If termination of the Contract is not feasible, the breaching party, upon the request of the non- breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

(1) Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by the RCCFC, destroy all PHI and/or ePHI received from the RCCFC, or created or received by the CONTRACTOR on behalf of the RCCFC, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the RCCFC. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

(2) In the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to the RCCFC of the conditions that make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as the CONTRACTOR maintains such PHI and/or ePHI.

12. General Provisions.

A. **Retention Period.** Whenever CONTRACTOR is required to document or maintain documentation pursuant to the terms of this Addendum, CONTRACTOR shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the RCCFC to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

C. **Survival.** The obligations of CONTRACTOR under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Contract that conflict or appear inconsistent with any provision in this Addendum.

F. **Interpretation of Addendum.**
(1) This Addendum shall be construed to be part of the Contract as one document. The purpose is to supplement the Contract to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.

(2) Any ambiguity between this Addendum and the Contract shall be resolved to permit the RCCFC to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

G. **Notices to the RCCFC and County of Riverside.** All notifications required to be given by CONTRACTOR to the RCCFC and County of Riverside pursuant to the terms of this Addendum shall be made in writing and delivered to the RCCFC and County of Riverside both by fax and to all the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as the RCCFC and County of Riverside may hereafter designate. All notices to the RCCFC and County of Riverside provided by CONTRACTOR pursuant to this Section shall be deemed given or made when received by the RCCFC and County of Riverside.

County HIPAA Privacy Officer:	**HIPAA Privacy Manager**
County HIPAA Privacy Officer Address:	**P.O. Box 1569** **Riverside, CA 92502**
County HIPAA Privacy Officer Fax Number:	**(951) 955-HIPAA or (951) 955-4472**

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT
INVESTMENT OF FUNDS
585 Technology Court
Riverside, California 92507

RCCFC AWARD:	**CF24117**
CONTRACTOR:	JOHN F. KENNEDY MEMORIAL FOUNDATION
CONTRACT SUBJECT MATTER:	HOME VISITING PROGRAM - CALWORKS
CONTRACT TERM:	**05/10/23 - 06/30/26**
MAXIMUM REIMBURSABLE AMOUNT:	**$2,611,248**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed **$2,611,248**.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed **$2,611,248** 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
Date Signed:	Title: President & Chief Executive Officer and Authorized Signatory
585 Technology Court Riverside, CA 92507-2423	73555 San Gorgonio Way Palm Desert, CA 92260
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Kristine Bell-Valdez Supervising Deputy County Counsel	ATTEST SIGNATURE:
Date Signed: 5/4/23	Lynn M. Stephens Executive Assistant IV
	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

Contents

1. NOTICES 5
2. SOURCE AND SCOPE OF CONTRACT 5
3. DEFINITIONS 5
4. TERM 6
5. COMPLIANCE, DISALLOWANCE, WITHHOLDING 6
6. TERMINATION 6
7. REQUIREMENT OF SUPPLEMENTING PROGRAM 7
8. DATA MANAGEMENT 7
9. SCOPE OF WORK (SOW) 8
10. REIMBURSEMENT OF COSTS 8
11. FISCAL AND PROGRAM REPORTING REQUIREMENTS 9
12. REIMBURSEMENT OF FUNDS TO THE COMMISSION 10
13. COMMISSION FISCAL REQUIREMENTS 11
    - A. Budget Revisions 11
    - B. Amendments 11
    - C. Cost Allocation Plan 11
    - D. Overhead/Indirect Costs 12
    - E. Revenues Received 12
    - F. Payroll Taxes 12
    - G. Payor of Last Resort 12
14. CONTRACTOR AUDIT REQUIREMENTS 12
15. INVENTORIABLE EQUIPMENT 13
16. REVERSION OF ASSETS 13
17. TOBACCO CONTROL POLICY 14
18. CONDUCT OF BUSINESS 14
19. RECORDS MANAGEMENT AND MAINTENANCE 15
20. PUBLIC DISCLOSURE OF DOCUMENTS 16
21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION 16
22. GOVERNING LAW AND VENUE 16
23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES 17
24. PUBLICITY AND ATTRIBUTION REQUIREMENTS 18
25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY 19
26. WORK PRODUCT 19
27. NON-DISCRIMINATION 19
28. CHILD ABUSE REPORTING 20
29. DEPARTMENT OF JUSTICE CLEARANCE 20
30. ADULT AND ELDER ABUSE REPORTING 20
31. INDEPENDENT CONTRACTOR 20
32. HOLD HARMLESS/INDEMNIFICATION 20
33. INSURANCE 21
34. ASSIGNMENT 24
35. ALTERATION AND/OR AMENDMENT 24
36. CONFLICT OF INTEREST 24
37. WAIVER AND SEVERABILITY 24
38. DISALLOWANCE 24
39. OFFICIAL DOCUMENTS 24
40. ENTIRE CONTRACT 24
41. NONEXCLUSIVE CONTRACT 24
42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT 25
43. COMPLIANCE WITH LAW 25

44. CONFLICTS IN INTERPRETATION 25
45. COUNTERPARTS 25
ATTACHMENT A: SCOPE OF WORK 26
ATTACHMENT B: BUDGET 31
ATTACHMENT C: PAYMENT PROVISIONS 32
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY 34
ATTACHMENT E: HIPAA BUSINESS ASSOCIATE AGREEMENT 35

Terms and Conditions

1. NOTICES

All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after deposit in the United States mail, postage prepaid:

COMMISSION:	CONTRACTOR:
Tammi Graham, Executive Director First 5 Riverside County FOUNDATION 585 Technology Court Riverside, California 92507	Peter Sturgeon JOHN F. KENNEDY MEMORIAL 73555 San Gorgonio 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 **05/10/23**through **06/30/26** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

If CONTRACTOR fails to comply with any conditions contained within this Contract, the COMMISSION may place the CONTRACTOR in a probationary status, temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost of activity not in compliance, and/or request repayment to the COMMISSION if any disallowance is rendered after audit findings. Written notification of non-compliance will be sent to the identified contact person and the CONTRACTOR'S Executive Director or other lead staff authorized by the CONTRACTOR'S governing board or ownership within twenty (20) working days.

6. TERMINATION

A. By COMMISSION: The COMMISSION may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, the CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise).

1. Termination for cause:

a. Due to Default or Breach of Contract. Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the COMMISSION may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COMMISSION provides CONTRACTOR the opportunity to cure breach within twenty (20) working days of receipt of notice, and CONTRACTOR does so to COMMISSION'S satisfaction.

b. Due to Health and Safety Concerns of Clients. The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract may also be immediately terminated at the sole discretion of the COMMISSION if the

CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

c. **Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.

e. **Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

B. **By CONTRACTOR**: CONTRACTOR may terminate this Contract in whole or in part upon thirty (30) calendar days' written notice to the COMMISSION.

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 funds shall ONLY be used to supplement a CONTRACTOR'S program. The COMMISSION endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

8. DATA MANAGEMENT

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the COMMISSION. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports (PPR), utilization of the COMMISSION developed reporting systems and Administrative Review formats and required training(s) to familiarize and implement the results-based accountability framework. The COMMISSION continues to refine its evaluative processes that will assist the COMMISSION, its CONTRACTORS and the community to successfully increase and measure the impact of the Proposition 10 in Riverside County. Where appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative processes. Specific areas may include but

are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.

B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.

C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).

D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.

E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by COMMISSION action. Reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the SOW and methodology contained in Attachment A as determined by the COMMISSION. The COMMISSION shall allocate the funds to CONTRACTOR as follows:

A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR.

If applicable, CONTRACTOR shall provide copies of the claim report submitted monthly for Medi-Cal and/or any other state or federal reimbursements. In addition, the CONTRACTOR will provide the subsequent revenue reports that will reconcile the claim reports.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due as described in paragraph one of this section. All reimbursement costs not submitted at the time of the Final Fiscal Expenditure Report will be disallowed.

Payment information, including amount, payment reduction or payment withheld may be obtained by the CONTRACTOR via the data management system.

B. Program Reporting

As requested by COMMISSION, CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR'S services or to provide information about CONTRACTOR'S program. CONTRACTOR shall report program and demographic data on participants, where appropriate, service and outcome data with measurement tools approved by COMMISSION. CONTRACTOR shall enter data (quantitative and qualitative) in the evaluation database system designated by COMMISSION. CONTRACTOR shall submit complete data, in accordance with the SOW.

C. Monthly Reporting

CONTRACTOR shall input and submit program data into the COMMISSION'S data management system on a monthly basis and input must be completed by the 20th of the month following Contract performance. If the reporting due date falls on a weekend or holiday, the due date will be on the following business day. The due date for program data submitted in the 4th quarter (April, May and June) may be modified by COMMISSION as required to meet internal COUNTY and State reporting deadlines. Modified due dates will be communicated to CONTRACTOR

through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Any changes that occur with program data input must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the change.

Example: Changes to program data in the first quarter must be adjusted and reconciled before the end of the 2nd quarter (December 30th, as reported in the January 30th report). A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly program data input and quarterly Program Progress Report (PPR) responsibility.

D. Quarterly and Annual Reporting

CONTRACTOR shall submit Program Progress Reports (PPR) which includes quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in the SOW and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course corrections, client success stories, sustainability and public awareness/policy change activities for the quarter. CONTRACTOR is required by the COMMISSION to complete and submit Program Progress Reports electronically via the COMMISSION'S data management system.

For each reporting period, CONTRACTOR shall provide the COMMISSION with a Program Progress Report within thirty (30) calendar days from the end of the reporting period. In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Quarterly Program Progress Reporting due dates for each Contract period are as follows:

- QUARTER 1 (July 1 – September 30): Report Due October 20
- QUARTER 2 (October 1 – December 31): Report Due January 20
- QUARTER 3 (January 1 – March 31): Report Due April 20
- QUARTER 4 (April 1 – June 30): Report Due July 11 (Final Cumulative Program Progress Report), Quarter 4 due date may be modified by COMMISSION as necessary to meet County and/or State reporting deadlines.

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. The first quarterly report is due October 20th of the current fiscal year.

CONTRACTOR agrees that failure to submit reports as specified will be sufficient cause for the COMMISSION to withhold any payment due until reporting requirements have been fulfilled.

12. <u>REIMBURSEMENT OF FUNDS TO THE COMMISSION</u>

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 <u>any</u> of the conditions below are met:

a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.

b. A single-funded staff member shares time between two or more COMMISSION funded programs.

c. The same facilities and/or resources are utilized by more than one funded program.

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.

2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.

3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

E. Revenues Received

All revenue received by the CONTRACTOR (except funds received from the COMMISSION) to operate the program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

F. Payroll Taxes

The COMMISSION shall not be directly responsible for the payment of any taxes on the CONTRACTOR'S behalf. In the event that the COMMISSION is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the COMMISSION for the full value of such paid taxes plus interest and penalty, if any. Taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

G. Payor of Last Resort

CONTRACTOR shall obtain funding through sources other than the COMMISSION to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as Medi-Cal, Healthy Families, federal or state-funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. CONTRACTOR must provide written verification upon request.

14. CONTRACTOR AUDIT REQUIREMENTS

A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls

over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.

B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars ($1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars ($1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars ($1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in-whole or in-part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the COMMISSION and CONTRACTOR, where the original cost exceeded one thousand dollars ($1,000.00) shall either be: (1) used by CONTRACTOR for the services described in the SOW for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in the SOW; or (2) disposed of and proceeds paid to the COMMISSION in a manner that results in the COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR'S out of pocket expenditures using non-

commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.

B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the COMMISSION-funded activities. The Comprehensive Tobacco Control Policy, as attached hereto.

18. CONDUCT OF BUSINESS

CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in Termination of Contract.

A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.

C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.

D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required

services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.

G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.

H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.

I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

19. RECORDS MANAGEMENT AND MAINTENANCE

A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.

C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:

a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and

b. Submission of the Program Progress Report on a quarterly basis.

D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).

F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

CONTRACTOR acknowledges and agrees that information, communications, and documents given to the COMMISSION during meetings involving COMMISSION members, staff, finance or COMMISSION Advisory Committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the COMMISSION in order that it may fully comply with the requirements of such laws and regulations.

21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION

A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.

B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is

held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.

D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.

B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and

4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.

D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.

E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and

Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.

B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside County"
"Funded by First 5 Riverside County"

"Funded by First 5 Riverside County - the Riverside County Children & Families Commission"

"Hecho posible por medio de fondos de Primeros 5 Riverside County"
"Financiado por Primeros 5 Riverside County"

For events, conferences or programs with multiple funders, one of the following attributions shall be used:

"Funded in part by First 5 Riverside County"

"Funded in part by First 5 Riverside County - the Riverside County Children & Families Commission"

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County - Comisión de Niños y Familias del Condado de Riverside"

When space is limited (i.e., buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTOR shall contact the COMMISSION'S Public Information Specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.

C. The approved First 5 Riverside County logo (graphic) shall be used on materials specific to the COMMISSION funded program. CONTRACTOR shall use the approved First 5 Riverside County logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside County graphics attribution standard as posted on the COMMISSION public website (www.First5Riverside.org).

D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.

E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the COMMISSION. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments, hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction or proselytizing.

26. WORK PRODUCT

A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.

B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

27. NON-DISCRIMINATION

Pursuant to the Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, CONTRACTOR shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal Laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through the California Department of Health Care Services. This Contract hereby incorporates by reference the provisions of Title 2, California Code of Regulations, Section 11105 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, California Code of Regulations, Section 11105 et seq. and further agrees to include this Non-Discrimination clause in all subcontracts to perform services under this Contract.

28. CHILD ABUSE REPORTING

CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

CONTRACTOR must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

30. ADULT AND ELDER ABUSE REPORTING

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) 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 (CONTRACTOR)
Program: Home Visitation Program CalWORKs
Geographical Region: All Supervisorial Districts
Contract #: CF24117
Project/Budget Cycle: 05/10/23 - 06/30/26
Strategic Plan: Comprehensive Health and Development

Program Overview

CONTRACTOR will provide home visits to CalWORKs eligible pregnant individuals and to families with children 0 through 2 years of age participating in the Cal WORKs program in Riverside County.

Home visiting is an evidence-based, voluntary program that pairs new parents with a nurse or trained professional who makes regular visits to the participants home to provide guidance, coaching, and access to health and social services. The HVP supports and resources include (1) prenatal, infant and toddler care, (2) infant and child nutrition, (3) child developmental screening and assessments, (4) parent education, parent and child interaction, child development, and child care, (5) job readiness and barrier removal, and (6) domestic violence and sexual assault, mental health, and substance abuse treatment, as applicable.

543

CONTRACTOR accepts CalWORKs HVP referrals for clients who opt-in to home visiting or is an individual who is apparently eligible for CalWORKs aid and opts-in to the home visiting program. CalWORKs participants will be contacted within three (3) business days from receipt of HVP referral.

CONTRACTOR will identify CalWORKs HVP participants with up to one thousand dollars ($1000) worth of material goods, dependent on an observable need. The material goods can be used for a program participant's household related to care, health, and safety of the child and family. Some examples of appropriate use of material goods may include, but are not limited to: child safety kits, car seats, appliance repairs, adaptive equipment for children with disabilities, and resources related to child and family language and literacy needs. Material goods items are not intended to be an incentive for individuals to participate, but rather a response to the specific needs of the participant and their families. Goods purchased cannot be used to supplant materials or services already being provided through Welfare-to Work (WTW) supportive services, such as diapers and transportation.

Monthly, CONTRACTOR will collect data to track performance as required by First 5 Riverside County and California Department of Social Services to complete State report requirements (Exhibit A – CA HVP-19). CONTRACTOR will collect the following types of data monthly: Home Visiting Program Models: the total number of cases enrolled by model type. Home Visiting Program Caseload: the caseload, which includes parents or caretakers and children receiving services. Home Visiting Program Referrals and Services: referrals made to various services.

Parents as Teachers (PAT) and Healthy Families America (HFA) Models
CONTRACTOR will use PAT or HFA for CalWORKs eligible families.

Parents as Teachers is an evidence-based home visiting model that promotes the optimal early development, learning and health of children by supporting and engaging their parents and caregivers. The PAT model will be offered prenatally through age 2. Goals: (1) increase parent knowledge of early childhood development and improve parenting practices, (2) provide early detection of developmental delays and health issues, (3) prevent child abuse and neglect, and (4) increase children's school readiness and school success.

Healthy Families America is a voluntary, evidence-based home visiting model designed to work with families who may have a history of trauma, intimate partner violence, mental health issues, and/or substance abuse issues. HFA is theoretically rooted in the belief that early, nurturing relationships are the foundation for life-long, healthy development. Goals: (1) reduce child maltreatment, (2) improve parent-child interactions and children's social-emotional well-being, (3) promote family self-sufficiency, (4) Increase access to primary care medical services and community services, (5) decrease child injuries and emergency department use, and (6) promote school readiness.

CONTRACTOR will implement the model(s) with fidelity and good outcomes by providing families with regular home visits.

CONTRACTOR will provide to First 5 Riverside County aggregate data reports submitted to the national service office of PAT and HFA.

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
Home Visitation, Group Connection, and/or Linkages	CONTRACTOR will provide home visitation to children, 0 through 2 years of age.	CONTRACTOR will utilize evidence-based program(s) and tools to provide Home Visitation services: • Parents as Teachers (PAT) Program model • Healthy Families America (HFA) Program model: *Annual Target	1. CONTRACTOR will serve a total caseload of **100*** with the home visitation program and document caseload by model. (Core) 2. CONTRACTOR will serve **100*** children 0 through 2 years of age with home visitation and document by model. (Core) 3. CONTRACTOR will document the number of home visits provided to enrolled families by model. (Core) 4. CONTRACTOR will document the number of

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
			parents/families that successfully complete a program by model. (Core) 5. CONTRACTOR will document the number of parents/families that exit a program early by model. (Core) 6. CONTRACTOR will document the number of group connections and/or meetings, held on a monthly basis for parents and professionals. (Aggregate)
Screenings and Assessments	Children will receive initial and follow-up assessments. Assessments are conducted every 6 months with the initial conducted at the 3rd or 4th visit to allow time for the home visitor and the child to build rapport.	**PAT/HFA** Utilize screenings and assessments to complete comprehensive evaluation and designed curriculum for use with children to prepare for school readiness success. Conduct care coordination activities to ensure children are linked and receiving services. Enter screenings and assessment data into the Home Visiting database.	**PAT/HFA** 7. **Document the number of children** at 12 months of age, who received developmental screenings and assessments **that were below** the nationally defined developmental threshold in the PAT program. *(Aggregate)* 8. **Document the number of children** at 12 months of age, who received developmental

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
		Use the following screening tools: • Ages & Stages Questionnaires (ASQ:3) • Ages & Stages Questionnaires: Social-Emotional (ASQ: SE) Use the following assessment tools, per program model: **PAT – 100* Families** 100* Parent: Parental Stress Scale	screenings and assessments **that meet** the nationally defined developmental threshold in the PAT program. *(Aggregate)* 9. **Document the number of children** at 12 months of age, who received developmental screenings and assessments **that fell below** the nationally defined developmental threshold for age on a prior screening **that have improved to meet or exceed the nationally defined developmental threshold** in the PAT program. *(Aggregate)* 10. **Document the number of parents/caretakers** who receive referrals for their children for the first time **due to a developmental screening** conducted in the PAT Program. *(Aggregate)*

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
Long-term Sustainability/ Public Awareness/Policy Change Agency will have a long-term sustainability plan outlining how the program will be maintained after First 5 Riverside County (F5RC) funding ends. Agency will initiate policy changes which enable stakeholder buy-in and cultural shifts at the community, family and parent/caregiver levels.	• Maintain partnerships to leverage funding from other sources and continue the program beyond the funding cycle. • Promote PAT at Community Forums, Joint Operational Meetings and channels through the Family Resource Centers. • Policies will be reviewed and inclusive of PAT program; develop referral procedures for providers and families to access the service. • As Home Visitation Collaborative evolves, CONTRACTOR is identified as a critical partner in this system approach and will participate in stakeholder convenings.	• Improve family functioning and improve lives of children and families in Riverside County.	Report public awareness/policy change activities in the Performance Narrative quarterly reports.

ATTACHMENT B: BUDGET

AGENCY	Max Visits per FY	Unit of Service*		FY 23/24	FY 24/25	FY 25/26	3 - YEAR TOTAL
JFK (PAT/HFA) CW	2,400	$ 341.84	*	$ 820,416	$ 820,416	$ 820,416	$ 2,461,248
CW Material Goods				$ 50,000	$ 50,000	$ 50,000	$ 150,000
Total CW				$ 870,416	$ 870,416	$ 870,416	$ 2,611,248

***The Unit of Service (UOS) utilized in the budget table above is used for budgetary approval only. On an annual basis prior to July 1st, CONTRACTOR will provide a Justification of the UOS for approval to F5RC.**

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **$2,611,248** 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: **05/10/23 - 06/30/26**

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: HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Addendum") supplements and is made part of (Contract CF24117 "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. <u>Scope of Use and Disclosure by CONTRACTOR of the RCCFC's PHI and/or ePHI.</u>

A. Except as otherwise provided in this Addendum, CONTRACTOR may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of CONTRACTOR under the Contract or to perform functions, activities or services for, or on behalf of, the RCCFC as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), CONTRACTOR may:

(1) Use PHI and/or ePHI if necessary for CONTRACTOR'S proper management and administration and to carry out its legal responsibilities; and,

(2) Disclose PHI and/or ePHI for the purpose of CONTRACTOR'S proper management and administration or to carry out its legal responsibilities, only if:

(a) The disclosure is required by law; or,

(b) CONTRACTOR obtains reasonable assurances, in writing, from the person to whom CONTRACTOR will disclose such PHI and/or ePHI that the person will:

(i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which CONTRACTOR disclosed it to the person, or as required by law; and,

(ii) Notify CONTRACTOR of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

(3) Use PHI to provide data aggregation services relating to the health care operations of the RCCFC pursuant to the Contract or as requested by the RCCFC; and,

(4) De-identify all PHI and/or ePHI of the RCCFC received by CONTRACTOR under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. <u>Prohibited Uses and Disclosures.</u>

A. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Contract or this Addendum without patient authorization or de- identification of the PHI and/or ePHI and as authorized in writing from the RCCFC.

B. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from the RCCFC or from another business associate of the RCCFC, except as permitted or required by this Addendum, or as required by law.

C. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the RCCFC would be prohibited from making.

D. CONTRACTOR shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

(1) Not to use or disclose PHI for fundraising, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR
§164.508;

(2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR
§164.508(a)(3);

(3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of

pocket in full for the health care item or service to which the PHI solely relates; and,

(4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Contract and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by the RCCFC to CONTRACTOR for services provided pursuant to the Contract.

4. **Obligations of the RCCFC.**

A. The RCCFC agrees to make its best efforts to notify CONTRACTOR promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by the RCCFC that may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

B. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

C. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI and/or ePHI.

D. The RCCFC agrees not to request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

E. The RCCFC agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its obligations under this Addendum and/or Contract.

5. **Obligations of CONTRACTOR.** In connection with the use or disclosure of PHI and/or ePHI, CONTRACTOR agrees to:

A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. CONTRACTOR shall promptly notify the RCCFC if CONTRACTOR is required by law to disclose PHI and/or ePHI.

C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

D. Mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.

E. Report to the RCCFC any use or disclosure of PHI and/or ePHI not provided for by this

Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the CONTRACTOR agree through contract to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

G. Make available to the RCCFC, the Secretary, in the time and manner designated by the RCCFC or Secretary, CONTRACTOR'S internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the RCCFC, or created or received by CONTRACTOR on behalf of the RCCFC, for purposes of determining, investigating or auditing CONTRACTOR'S and/or the RCCFC's compliance with the Privacy Rule.

H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR **§164.502(b)(1).**

I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which CONTRACTOR shall promptly notify the RCCFC upon CONTRACTOR'S receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by the County of Riverside), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by the RCCFC.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the RCCFC to the extent CONTRACTOR is to carry out the RCCFC's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.t

6. **Access to PHI, Amendment and Disclosure Accounting.** CONTRACTOR agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, to satisfy the requirements of 45 CFR **§164.524.**

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI

in a designated record set the RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR
§164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist the RCCFC to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if CONTRACTOR uses or maintains electronic health records. CONTRACTOR shall:

(1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

(2) Within fifteen (15) days of receiving a written request from the RCCFC, provide to the RCCFC or any individual as directed by the RCCFC information collected in accordance with this section to permit the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

(3) Make available for the RCCFC information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event the RCCFC discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the RCCFC ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that CONTRACTOR creates, receives, maintains, or transmits on behalf of the RCCFC in accordance with 45 CFR §164.308, §164.310, and §164.312;

B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

E. Ensure compliance with the Security Rule by CONTRACTOR'S workforce;

F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of CONTRACTOR agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

G. Report to the RCCFC any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, CONTRACTOR shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify the RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

(1) **Breaches treated as discovered.** A breach is treated as discovered by CONTRACTOR as of the first day on which such breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of CONTRACTOR (determined in accordance with the federal common law of agency).

(2) **Content of notification.** The written notification to the RCCFC relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:

(a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired, used or disclosed during the breach;

(b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

(c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

(d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

(e) A brief description of what CONTRACTOR is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

(f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by CONTRACTOR, CONTRACTOR shall cooperate with the RCCFC and shall provide the RCCFC with any information requested by the RCCFC to enable the RCCFC to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, CONTRACTOR shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to the RCCFC not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If CONTRACTOR delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, CONTRACTOR shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the CONTRACTOR'S failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, CONTRACTOR agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish CONTRACTOR'S obligations to indemnify, defend and hold harmless the RCCFC under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when the RCCFC , in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code
§1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

(1) CONTRACTOR agrees to assist the RCCFC to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

(2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two

(3) business days after CONTRACTOR detects such incident. CONTRACTOR further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

A. CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials,

employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of the RCCFC and the County of Riverside, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.

C. The specified insurance limits required in the Contract of this Addendum shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the RCCFC and the County of Riverside herein from third party claims arising from issues of this Addendum.

D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Contract of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by the RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside, is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Contract and will provide grounds for terminating this Addendum and the Contract with or without an opportunity to cure the breach, notwithstanding any provision in the Contract to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

(1) Terminate the Contract and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

(2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Contract and this Addendum.

(3) If termination of the Contract is not feasible, the breaching party, upon the request of the non- breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

(1) Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by the RCCFC, destroy all PHI and/or ePHI received from the RCCFC, or created or received by the CONTRACTOR on behalf of the RCCFC, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the RCCFC. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

(2) In the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to the RCCFC of the conditions that make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as the CONTRACTOR maintains such PHI and/or ePHI.

12. <u>General Provisions.</u>

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**

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT
INVESTMENT OF FUNDS
585 Technology Court
Riverside, California 92507

RCCFC AWARD:	**CF24100**
CONTRACTOR:	RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH
CONTRACT TERM:	**07/01/2023 – 06/30/2026**
MAXIMUM REIMBURSABLE AMOUNT:	**$850,000**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed **$850,000.**

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed **$850,000** 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	Mathew Chang, M.D.
Date Signed:	Director
585 Technology Court Riverside, CA 92507-2423	4095 County Circle Dr Riverside, CA, 92503
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Kristine Bell-Valdez Supervising Chief Deputy County Counsel	ATTEST SIGNATURE:
Date Signed: 5/4/23	Lynn M. Stephens Executive Assistant
	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

Contents

1. NOTICES 5
2. SOURCE AND SCOPE OF CONTRACT 5
3. DEFINITIONS 5
4. TERM 6
5. COMPLIANCE, DISALLOWANCE, WITHHOLDING 6
6. TERMINATION 6
7. REQUIREMENT OF SUPPLEMENTING PROGRAM 7
8. DATA MANAGEMENT 7
9. SCOPE OF WORK (SOW) 8
10. REIMBURSEMENT OF COSTS 8
11. FISCAL AND PROGRAM REPORTING REQUIREMENTS 9
12. REIMBURSEMENT OF FUNDS TO THE COMMISSION 10
13. COMMISSION FISCAL REQUIREMENTS 11
    - A. Budget Revisions 11
    - B. Amendments 11
    - C. Cost Allocation Plan 11
    - D. Overhead/Indirect Costs 12
    - E. Revenues Received 12
    - F. Payroll Taxes 12
    - G. Payor of Last Resort 12
14. CONTRACTOR AUDIT REQUIREMENTS 13
15. INVENTORIABLE EQUIPMENT 13
16. REVERSION OF ASSETS 14
17. TOBACCO CONTROL POLICY 14
18. CONDUCT OF BUSINESS 14
19. RECORDS MANAGEMENT AND MAINTENANCE 15
20. PUBLIC DISCLOSURE OF DOCUMENTS 16
21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION 16
22. GOVERNING LAW AND VENUE 17
23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES 17
24. PUBLICITY AND ATTRIBUTION REQUIREMENTS 18
25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY 19
26. WORK PRODUCT 19
27. NON-DISCRIMINATION 20
28. CHILD ABUSE REPORTING 20
29. DEPARTMENT OF JUSTICE CLEARANCE 20
30. ADULT AND ELDER ABUSE REPORTING 21
31. INDEPENDENT CONTRACTOR 21
32. HOLD HARMLESS/INDEMNIFICATION 21
33. INSURANCE 22
34. ASSIGNMENT 24
35. ALTERATION AND/OR AMENDMENT 24
36. CONFLICT OF INTEREST 25
37. WAIVER AND SEVERABILITY 25
38. DISALLOWANCE 25
39. OFFICIAL DOCUMENTS 25
40. ENTIRE CONTRACT 25
41. NONEXCLUSIVE CONTRACT 25
42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT 25
43. COMPLIANCE WITH LAW 25

44. CONFLICTS IN INTERPRETATION 26
45. COUNTERPARTS 26
ATTACHMENT A: SCOPE OF WORK 27
ATTACHMENT B: BUDGET 31
ATTACHMENT C: PAYMENT PROVISIONS 32
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY 34

Terms and Conditions

1. NOTICES

All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after deposit in the United States mail, postage prepaid:

COMMISSION:	CONTRACTOR:
Tammi Graham, Executive Director First 5 Riverside 585 Technology Court Riverside, California 92507	Mathew Chang, M.D. RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH 4095 County Circle Dr Riverside, CA, 92503

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 **06/30/2026** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

If CONTRACTOR fails to comply with any conditions contained within this Contract, the COMMISSION may place the CONTRACTOR in a probationary status, temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost of activity not in compliance, and/or request repayment to the COMMISSION if any disallowance is rendered after audit findings. Written notification of non-compliance will be sent to the identified contact person and the CONTRACTOR'S Executive Director or other lead staff authorized by the CONTRACTOR'S governing board or ownership within twenty (20) working days.

6. TERMINATION

A. By COMMISSION: The COMMISSION may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, the CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise).

1. Termination for cause:

a. Due to Default or Breach of Contract. Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the COMMISSION may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COMMISSION provides CONTRACTOR the opportunity to cure breach within twenty (20) working days of receipt of notice, and CONTRACTOR does so to COMMISSION'S satisfaction.

b. Due to Health and Safety Concerns of Clients. The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state,

or federal law and/or regulation related to the health and safety of clients. The Contract may also be immediately terminated at the sole discretion of the COMMISSION if the CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

c. **Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.

e. **Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

B. **By CONTRACTOR**: CONTRACTOR may terminate this Contract in whole or in part upon thirty (30) calendar days' written notice to the COMMISSION.

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 funds shall ONLY be used to supplement a CONTRACTOR'S program. The COMMISSION endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

8. DATA MANAGEMENT

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the COMMISSION. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports (PPR), utilization of the COMMISSION developed reporting systems and Administrative Review formats and required training(s) to familiarize and implement the results-based accountability framework. The COMMISSION continues to refine its evaluative processes that will assist the COMMISSION, its CONTRACTORS and the community to

successfully increase and measure the impact of the Proposition 10 in Riverside County. Where appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative processes. Specific areas may include but are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.

B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.

C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).

D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.

E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by COMMISSION action. Reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the SOW and methodology contained in Attachment A as determined by the COMMISSION. The COMMISSION shall allocate the funds to CONTRACTOR as follows:

A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR.

If applicable, CONTRACTOR shall provide copies of the claim report submitted monthly for Medi-Cal and/or any other state or federal reimbursements. In addition, the CONTRACTOR will provide the subsequent revenue reports that will reconcile the claim reports.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due as described in paragraph one of this section. All reimbursement costs not submitted at the time of the Final Fiscal Expenditure Report will be disallowed.

Payment information, including amount, payment reduction or payment withheld may be obtained by the CONTRACTOR via the data management system.

B. Program Reporting

As requested by COMMISSION, CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR'S services or to provide information about CONTRACTOR'S program. CONTRACTOR shall report program and demographic data on participants, where appropriate, service and outcome data with measurement tools approved by COMMISSION. CONTRACTOR shall enter data (quantitative and qualitative) in the evaluation database system designated by COMMISSION. CONTRACTOR shall submit complete data, in accordance with the SOW.

C. Monthly Reporting

CONTRACTOR shall input and submit program data into the COMMISSION'S data management system on a monthly basis and input must be completed by the 20th of the month following Contract performance. If the reporting due date falls on a weekend or holiday, the due date will be on the following business day. The due date for program data submitted in the 4th quarter (April, May and June) may be modified by COMMISSION as required to meet internal COUNTY and State reporting deadlines. Modified due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Any changes that occur with program data input must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the change.

Example: Changes to program data in the first quarter must be adjusted and reconciled before the end of the 2nd quarter (December 30th, as reported in the January 30th report). A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly program data input and quarterly Program Progress Report (PPR) responsibility.

D. Quarterly and Annual Reporting

CONTRACTOR shall submit Program Progress Reports (PPR) which includes quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in the SOW and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course corrections, client success stories, sustainability and public awareness/policy change activities for the quarter. CONTRACTOR is required by the COMMISSION to complete and submit Program Progress Reports electronically via the COMMISSION'S data management system.

For each reporting period, CONTRACTOR shall provide the COMMISSION with a Program Progress Report within thirty (30) calendar days from the end of the reporting period. In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Quarterly Program Progress Reporting due dates for each Contract period are as follows:

- QUARTER 1 (July 1 – September 30): Report Due October 20
- QUARTER 2 (October 1 – December 31): Report Due January 20
- QUARTER 3 (January 1 – March 31): Report Due April 20
- QUARTER 4 (April 1 – June 30): Report Due July 11 (Final Cumulative Program Progress Report), Quarter 4 due date may be modified by COMMISSION as necessary to meet County and/or State reporting deadlines.

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. The first quarterly report is due October 20th of the current fiscal year.

CONTRACTOR agrees that failure to submit reports as specified will be sufficient cause for the COMMISSION to withhold any payment due until reporting requirements have been fulfilled.

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

If CONTRACTOR has been overpaid in the previous fiscal year, the COMMISSION will, in instances where the Contract is renewed, reduce subsequent payment(s) to recover the amount overpaid.

Notwithstanding any other provision herein, CONTRACTOR agrees to reimburse, in full, all funds received from the COMMISSION, upon request of the COMMISSION, where such funds as determined by the COMMISSION are not or have not been utilized by CONTRACTOR for purpose as intended by the COMMISSION. The terms and conditions of reimbursement shall be at the sole discretion of the COMMISSION. This provision is not terminated upon termination of this Contract.

13. COMMISSION FISCAL REQUIREMENTS

A. Budget Revisions

A Budget Revision Form may be submitted by the CONTRACTOR to the COMMISSION to modify budget line(s) of the approved budget. The request must indicate the proposed line item change, the budget as amended applying the requested change, a written justification for each requested change, and signed by an authorized representative. The request cannot result in any alteration or degradation to the program services and performance targets as specified in this Contract.

The COMMISSION Executive Director (or designee), on behalf of the COMMISSION, has the authority to approve or deny the request, provided that the modification does not deviate from the original intent of the Contract or increase the total Contract amount. CONTRACTOR is limited to two (2) budget revisions per fiscal year.

The CONTRACTOR must submit any Budget Revision Forms to the COMMISSION or designee no later than **March 31st** of the fiscal year.

B. Amendments

Necessity for budget amendments to this Contract will be determined by the COMMISSION Executive Director (or designee) and may include, but are not limited to, Contract increases or decreases and significant changes to the Scope of Work (SOW). All budget amendments to the Contract shall require formal approval of the COMMISSION Executive Director acting on behalf of the COMMISSION, as provided herein before such amendments are effective. Major budget amendments, as determined by the COMMISSION Executive Director, in consultation with County legal counsel, will require formal approval of the COMMISSION. Contract budget amendments shall be considered until March 31st of each fiscal year.

C. Cost Allocation Plan

CONTRACTOR shall have or will establish a Cost Allocation Plan (CAP) to identify prorated costs shared by multiple funding sources, including Proposition 10 funds. CONTRACTOR shall identify any other funding sources and organizations whose cooperation/participation is necessary to ensure the success of the project. CONTRACTOR'S CAP must be approved by CONTRACTOR'S appropriate governing body and submitted with the executed Contract.

A CAP is defined as a written summarization that documents the methods and procedures CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair share, of the total costs. The CONTRACTOR must have a method of identifying and distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

A written CAP is required if <u>any</u> of the conditions below are met:

a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.

b. A single-funded staff member shares time between two or more COMMISSION funded programs.

c. The same facilities and/or resources are utilized by more than one funded program.

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.

2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.

3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

E. Revenues Received

All revenue received by the CONTRACTOR (except funds received from the COMMISSION) to operate the program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

F. Payroll Taxes

The COMMISSION shall not be directly responsible for the payment of any taxes on the CONTRACTOR'S behalf. In the event that the COMMISSION is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the COMMISSION for the full value of such paid taxes plus interest and penalty, if any. Taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

G. Payor of Last Resort

CONTRACTOR shall obtain funding through sources other than the COMMISSION to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as Medi-Cal, Healthy Families, federal or state-funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. CONTRACTOR must provide written verification upon request.

14. CONTRACTOR AUDIT REQUIREMENTS

A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.

B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars ($1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars ($1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars ($1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining

items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in-whole or in-part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the COMMISSION and CONTRACTOR, where the original cost exceeded one thousand dollars ($1,000.00) shall either be: (1) used by CONTRACTOR for the services described in the SOW for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in the SOW; or (2) disposed of and proceeds paid to the COMMISSION in a manner that results in the COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR'S out of pocket expenditures using non-commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.

B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the COMMISSION-funded activities. The Comprehensive Tobacco Control Policy, as attached hereto.

18. CONDUCT OF BUSINESS

CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in Termination of Contract.

A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.

C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the

State of California or the federal government at all times while performing services under this Contract.

D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.

G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.

H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.

I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

19. RECORDS MANAGEMENT AND MAINTENANCE

A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.

C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:

a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and

b. Submission of the Program Progress Report on a quarterly basis.

D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).

F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

CONTRACTOR acknowledges and agrees that information, communications, and documents given to the COMMISSION during meetings involving COMMISSION members, staff, finance or COMMISSION Advisory Committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the COMMISSION in order that it may fully comply with the requirements of such laws and regulations.

21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION

A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to

respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.

B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.

D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.

B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and

4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.

D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.

E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.

B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside"
"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.

C. 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).

D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.

E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the COMMISSION. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments, hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction or proselytizing.

26. WORK PRODUCT

A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.

B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose,

distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

27. NON-DISCRIMINATION

Pursuant to the Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, CONTRACTOR shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal Laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through the California Department of Health Care Services. This Contract hereby incorporates by reference the provisions of Title 2, California Code of Regulations, Section 11105 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, California Code of Regulations, Section 11105 et seq. and further agrees to include this Non-Discrimination clause in all subcontracts to perform services under this Contract.

28. CHILD ABUSE REPORTING

CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

CONTRACTOR must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

30. ADULT AND ELDER ABUSE REPORTING

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) working days.

31. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the CONTRACTOR and the COMMISSION. The CONTRACTOR, nor CONTRACTOR'S officers, agents, employees or subcontractors, shall not be entitled to any COMMISSION paid employee benefits, including Workers' Compensation.

32. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless COMMISSION, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to in this section as the "COUNTY") from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives under this Contract. CONTRACTOR shall defend the COUNTY at CONTRACTOR'S sole expense, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards), the COUNTY in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at sole cost, have the right to use counsel of choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the COUNTY as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Contract shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

In the event there is a conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

A. If CONTRACTOR is a public entity, as defined by applicable law, the COMMISSION and CONTRACTOR, to the extent that liability may be imposed on the COMMISSION by the provisions of Government Code Section 895.2, shall be liable for acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either the COMMISSION or CONTRACTOR'S, employees or representatives, performance or omission of any act or responsibility of either party under this Contract. In the event that a

claim is made against both the COMMISSION and CONTRACTOR, both parties shall cooperate in the defense of said claim and to cause insurers to do likewise.

B. CONTRACTOR agrees to indemnify the COMMISSION for all federal/state withholding or state retirement payments, which the COMMISSION may be required to make by the federal or state government as a result of this Contract. If for any reason, CONTRACTOR is determined not to be an independent contractor to the COMMISSION in carrying out the terms of the Contract, such indemnification shall be paid in full to the COMMISSION upon sixty (60) calendar days written notice to CONTRACTOR if a federal and/or state determination is made that such payment is required.`

33. INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. Pertinent to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

Workers' Compensation:
If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than one million dollars ($1,000,000) per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross-liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insureds. Policy limit of liability shall not be less than 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

Proposed Comprehensive Training and Supports

Comprehensive training will occur at multiple levels throughout the proposed program and be an ongoing effort. The objective will be to implement frameworks and models that are evidence based and/or regarded as best practices that will have sustainable real-world results. RUHS-BH and community-based partners have a variety of training resources that will be leveraged. The planning team will evaluate models that allow for the broadest reach that may include, but will not be limited the following (detailed descriptions of the models below are referenced in the provided budget narrative)

Early **Childhood Mental Health Service Providers**	**Early Care Educators**	**Healthcare Providers**
CHLA Birth to Five Training Series Infant Child Mental Health Endorsement Trainings	Incredible Beginnings Course (of 6 sessions) Building Positive Relationships with Toddlers and Managing Separation Anxiety, Promoting Language development, Social and Emotion Coaching, Proactive Teacher, and Positive Behavior management	The Growing Brain: From Birth to 5 Years Old
Incredible Years: Infant Toddler Program Incredible Beginnings Small Dina Parent Leader Program		Child-Adult Relationship Enhancement (CARE) Trauma Informed services 0-5
The Growing Brain: From Birth to 5 Years Old	The Growing Brain: From Birth to 5 Years Old	Maternal Mental Health
Maternal Mental Health	**Child-Adult Relationship Enhancement (CARE)**	Growing Healthy Minds Conference
Growing Healthy Minds Learning Collaborative & Website	Growing Healthy Minds Conference	**Growing Heathy Minds website**
Growing Healthy Minds Conference	**ECE Support Group**	
PCIT Conference	**Growing Heathy Minds website**	

590

Transition to discontinue funding for Non-Medical Services

In the 1st year of contracted service for continuality treatment and to manage the 22/23 database for families expecting treatment, RUHS-BH will offer behavioral health treatment services for those 116 children, 0-5, who are not insured and referred by private insurance companies.

Sustainability Plan

RUHS-BH Preschool 0-5 Programs will establish a network of trainings for internal and external community agencies with train the trainer models, support, and consultations to develop experts in the community. RUHS-BH is committed to working towards a sustainability plan to coordinate a system of care inclusive of services that support community, family and child development needs. Sustainability will be a program goal from day one and will be built into all efforts and collaborative partnerships. The process of exploring sustainability will engage partners in identifying funding strategies, which may include committing their own resources to sustaining an integrated system of care long term. A sustainability plan is a necessity that will help determine which program activities should continue and connect the operating costs of those activities to funding strategies. It is the culmination of the planning process that will bring forward data, resources, and strategies as efforts progress.

OBJECTIVES and TARGETS (per year)			
Major Objectives	**Major Functions and Activities**	**Performance Measures and/or Deliverables**	**Performance Targets**
Capacity Building **Training and Supports**	Provide professional development trainings to increase skills and increase understanding of early intervention. • RUHS-BH will provide ECE trainings; presentations based on IY Incredible Beginnings programs. • RUHS-BH will provide CARE Workshops with a trauma informed approach. • RUSH-BH will provide ECE support Groups 3 x a year. • RUHS-BH will provide the" Zero to Three" Growing Brain Workshops • RUHS-BH will provide Clinical Consultation during the Growing Healthy Minds Collaborative. • RUHS-BH will provide a Growing Healthy Minds Conference that will serve providers across all systems of care • RUSH-BH will participate in the Maternal Health Collaborative and provide 1 community event and a training series for Mental Health Clinicians • RUSH-BH will provide 0-5 clinicians in Riverside county trainings for California Center for Infant-Family and Early Childhood Mental Health Endorsement • RUHS –BH IT will provide maintenance for the Growing Healthy Minds website which will include staffing support, promote videos, improve access, outreach to underserved communities	RUHS-BH will: • Provide Technical assistance, implementation support, and fidelity monitoring for the EBPS. • Maintain and log attendance via sign-in sheet. • Document number and types of training teachers receive. • Maintain a listing of training locations, dates, and time. • Administer a participant survey to determine level of satisfaction with the Incredible Beginnings Group/CARE/ Growing Brain/ Workshops • Administer a participant survey to determine level of satisfaction and level of skills acquired after trainings.	Report in quarterly Program Progress Report (PPR): 1. Serve 30, 0-5 providers in Incredible Beginnings Workshops. 2. Serve 40, 0-5 providers in the CARE workshops 3. Serve 30 ECE providers during ECE support group. 4. Serve 40, 0-5 providers in the Growing Brain Workshops. 5. Serve approximately 240 0-5 providers Social and Emotional consultation during the Growing Healthy Minds Collaborative. 6.150 participants will attend the Growing Healthy Minds Conference 7.100 Community/Family members will participate in a Maternal MH event. 8. 100 providers will participate in a Maternal Mental Health trainings. 9. 120 participants will attend Annual PCIT conference. 10. 330 providers will be trained in California Center for Infant-Family and Early Childhood Mental Health Endorsement trainings. 11. GHM Website will obtain 400 new users every quarter.

592

Non Medi-Cal Services	RUHS-BH will continue clinical services to children, 0-5, that began receiving clinical services in FY 22/23 for those who are not insured and referred by private insurance companies who are not able to provide treatment that is over and beyond the companies' current scope of practice. This will occur only in Year 1 at a 50% cost share between First 5 Riverside County and RUHS-BH to ensure the children, 0-5, are able to complete clinical service.	RUHS-BH will: •Track date, time, and location of treatment. • Administer measures to determine level of skills obtained • Administer a caregiver survey to determine level of satisfaction • Submit monthly data/reports on Performance Targets to F5R via Persimmony database.	Report completion of clinical services for approximately 116 children, 0-5, who began service in FY 22/23 and rolled into FY 23/24.
Long-term Sustainability	• RUHS-BH will provide trainings that invest in train the trainer models and Infant Mental Health Endorsement to create sustainability in communities and agencies. • RUHS-BH will continue to build partnerships with agencies such as the Riverside University Health System Foundation that seek philanthropic support for quality programs that support local communities. • RUHS-BH will explore of other possible grant funding opportunities, such as Substance Abuse and Mental Health Services Administration (SAMHSA) to continue integrated system of care programs, Grants for promotion and prevention work such as Children and Youth Behavioral Health Initiative (CYBHI) • Continue to bill Medi-Cal for eligible services. • Continue to work with Mental Health Services Act, Prevention and Early Intervention (MHSA/ PEI) to support program activities	• Document ongoing information regarding ability to bill for services, match opportunities, and explore other grant opportunities.	Report in quarterly Program Progress Report (PPR): PPR Activities and Accomplishment (Section 1 of 3) PPR Challenges and Course Corrections (Section 2 of 3) PPR Success Story (Section 3 of 3)

593

ATTACHMENT B: BUDGET

Trainings to expand expertise & capacity to detect, link, and access effective EBPs to the 0-3 population (CBOs & SOCs) to prevent social-emotional and developmental concerns.	FY23/24	FY24/25	FY25/26	Total
Growing Healthy Minds Collaborative 2 hrs per month speakers & website maintenance	$ 1,500	$ 1,500	$ 1,500	$ 4,500
Growing Healthy Minds Collaborative - *staff time to participate in clinical consultations to SOC providers	$ 1,849	$ 1,849	$ 1,849	$ 5,547
Growing Healthy Minds Conference (1x per year for the 3 years of proposal)	$ 10,308	$ 10,308	$ 10,308	$ 30,924
Inland Empire Maternal Mental Health Collaborative Annual Summit & MMH Clinician Training Series (Speakers, Venue, Food)**	$ 7,500	$ 7,500	$ 7,500	$ 22,500
Annual Southern California PCIT Coaches Worshop (Speaker-5,000$, Venue+audio+lunch at Riverside Convention Center-13,392$, Materials-3000$)	$ 21,392	$ 21,392	$ 21,392	$ 64,176
PCIT CONFERENCE: Staff time FOR for 15 (0-5) participation based on continuing education requirement to implement PCIT services*.	$ 10,398	$ 10,398	$ 10,398	$ 31,194
Children's Hospital Los Angeles Birth to Five Training Series of trainings	$ 21,550	$ 21,550	$ 21,550	$ 64,650
Children's Hospital Los Angeles Birth to Five Training Series *staff time to attend trainings	$ 30,994	$ 30,994	$ 30,994	$ 92,982
IY Trainings in (Parent, infant-toddler, baby & incredible beginnings) 2x per year, 15 (0-5) staff to sustain competency with new staff, including cost of materials	$ 22,645	$ 22,645	$ 22,645	$ 67,935
IY TRAINING *staff time for training and facilitating IB groups	$ 27,931	$ 27,931	$ 27,931	$ 83,793
Zero to Three "The Growing Brain" Training of Trainers (9 series)	$ 1,457	$ 1,457	$ 1,457	$ 4,371
Zero to Three "The Growing Brain" Training of Trainers *staff time for training and facilitating workshops	$ 5,779	$ 5,779	$ 5,779	$ 17,337
(CARE) Child Adult Relationship Enhancement: trauma-informed model $1,400 per participant x3 staff per year	$ 4,200	$ 4,200	$ 4,200	$ 12,600
(CARE) Child Adult Relationship Enhancement *staff time for training and facilitating workshops	$ 3,080	$ 3,080	$ 3,080	$ 9,240
PC-Care Training for 5 participants per year, 3 (0-5) staff, trianing cost associated only with the 2nd phase (2 phases total) 18 hrs training	$ 15,000	$ 15,000	$ 15,000	$ 45,000
PC-Care Training for 3 (0-5) staff, *staff time for training	$ 4,159	$ 4,159	$ 4,159	$ 12,477
ECE support groups *staff time for faciltiaing groups	$ 1,848	$ 1,848	$ 1,848	$ 5,544
Annual expected cost increases	$ 8,410	$ 8,410	$ 8,410	$ 25,230
SUBTOTAL	$ 200,000	$ 200,000	$ 200,000	$ 600,000
Non Medi-Cal Services Cost (for families with private/no insurance) for direct clinical care to complete services that began in FY 22/23 (116 children, 0-5,	$ 250,000	$ -	$ -	$ 250,000
TOTAL	$ 450,000	$ 200,000	$ 200,000	$ 850,000

*Staff time Calculated at $77.02 hr.

** Funds for IEMMHC Annual Summit and Maternal Mental Health Training Series will be matched by SB Children's Network/First 5

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **$850,000** 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 – 06/30/2026**

1. Method, Time, and Schedule Conditions of Payment

   a. The COMMISSION will disburse funds on a reimbursement payment process based on the Contract Budget (Attachment "B") amount for the applicable fiscal year and monthly report submissions. Payment will be rendered thirty (30) business days from submission of all required documentation and/or the reporting deadline.

   b. Disbursement of any payment of funds to CONTRACTOR shall be made so long as all of the following conditions have been met:

      1. The Contract has been approved by the COMMISSION;

      2. The Contract has been fully executed by all parties;

      3. All applicable licenses to comply with the terms of the SOW are current and valid; and

      4. The CONTRACTOR submits monthly itemized invoices, via the data management system to include the supporting documentation separated by a cover sheet in front of each expense category. Documentation shall include; payroll register or report, time & activity report and/or, timesheets, statement of costs, copy of invoice or receipt, mileage report(s), copy of check(s) or proof of payment; and

      5. COMMISSION staff has reviewed and approved Cost Allocation Plan (if applicable).

   c. Under special circumstances, CONTRACTOR may request advance disbursements. A supplemental disbursement request along with justification must be submitted, in writing, to the Executive Director or designee.

   d. The COMMISSION Executive Director, or designee, reserves the right to withhold or reduce disbursement of funds if CONTRACTOR fails to 1) comply with monthly and/or quarterly reports by the indicated due date as set forth in Section 11 of the Contract; 2) if results achieved are not as projected and no COMMISSION approved plan is in place for improvement; or 3) if the CONTRACTOR is not in compliance with any provision contained within this Contract.

   e. The final funding period amount approved for the applicable fiscal year will be paid based on final expenditures as of June 30th and reported as of the final deadline to submit program expenditures defined in Section 11. Fiscal and Program Reporting Requirements, A. Fiscal Reporting. Expenditures made after June 30th will not be accepted.

2. Allowable Costs

Funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget.

a. Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the COMMISSION. CONTRACTOR agrees COMMISSION may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary, or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

b. The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food are based on the current IRS allowable rate.

c. Contractor shall obtain approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by COMMISSION management.

ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY

As a material condition of the Contract, the CONTRACTOR shall agree that the CONTRACTOR and the CONTRACTOR'S employees, while receiving funding from the COMMISSION:

1. Shall not use tobacco products while using the CONTRACTOR'S property e.g., vehicle, equipment; and

2. Shall not sell, offer, or provide tobacco products on CONTRACTOR 'S premises; and

3. Shall have tobacco education and cessation materials visibly available and accessible to clients participating in activities funded by Proposition 10 funds; and

4. Shall assure that the CONTRACTOR and its employees have no current business association or relationship with the tobacco industry, and further agrees to neither accept nor solicit financial contributions, sponsorships, gifts, or services from any tobacco company, executive, or tobacco-related function; and

5. Shall make a reasonable effort to divest of all investments in companies that derive fifteen percent (15%) or more of revenues from tobacco.

The COMMISSION may terminate for default or breach of this Contract and any other Contract the CONTRACTOR has with the COMMISSION, if the CONTRACTOR or CONTRACTOR'S employees, are determined by the COMMISSION Executive Director (or designee), not to be in compliance with the conditions set forth herein.

If the CONTRACTOR or CONTRACTOR'S employees are determined by the COMMISSION Executive Director (or designee) not to be in compliance with the conditions set forth herein, the COMMISSION may terminate for default or breach of this Contract and any other Contract the COMMISSION has with the CONTRACTOR.

In instances where the CONTRACTOR is part of a larger entity, and where the entity has an investment policy set by governance officials other than the CONTRACTOR, and the CONTRACTOR is not directly involved in such investment decisions, CONTRACTOR agrees to the provisions herein as required in the programs and activities under the direct control of the CONTRACTOR to the satisfaction of the COMMISSION Executive Director (or designee). Activities of the larger entity other than investment decisions, which are not under the direct control of CONTRACTOR, shall not be considered to be in violation of CONTRACTOR'S activities pursuant to the policy.

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT
INVESTMENT OF FUNDS
585 Technology Court
Riverside, California 92507

RCCFC AWARD:	**CF24114**
CONTRACTOR:	JEUNG CHOO YOO MD, INC.
CONTRACT SUBJECT MATTER:	HOME VISITING PROGRAM PROP 10 (NFP)
CONTRACT TERM:	**07/01/23 – 06/30/26**
MAXIMUM REIMBURSABLE AMOUNT:	**$1,357,105**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed **Error! Reference source not found.**.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed Error! Reference source not found. 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	Jeung Choo Yoo, MD
Date Signed:	Title: Medical Doctor and Authorized Signatory
585 Technology Court Riverside, CA 92507-2423	264 N Highland Spring Ave 2-B Banning, CA 92220
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Kristine Bell-Valdez Supervising Deputy County Counsel	ATTEST SIGNATURE:
Date Signed: 5/4/23	Lynn M. Stephens Executive Assistant IV
	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

Contents

1. NOTICES 5
2. SOURCE AND SCOPE OF CONTRACT 5
3. DEFINITIONS 5
4. TERM 6
5. COMPLIANCE, DISALLOWANCE, WITHHOLDING 6
6. TERMINATION 6
7. REQUIREMENT OF SUPPLEMENTING PROGRAM 7
8. DATA MANAGEMENT 7
9. SCOPE OF WORK (SOW) 8
10. REIMBURSEMENT OF COSTS 8
11. FISCAL AND PROGRAM REPORTING REQUIREMENTS 9
12. REIMBURSEMENT OF FUNDS TO THE COMMISSION 10
13. COMMISSION FISCAL REQUIREMENTS 11
    - A. Budget Revisions 11
    - B. Amendments 11
    - C. Cost Allocation Plan 11
    - D. Overhead/Indirect Costs 12
    - E. Revenues Received 12
    - F. Payroll Taxes 12
    - G. Payor of Last Resort 12
14. CONTRACTOR AUDIT REQUIREMENTS 12
15. INVENTORIABLE EQUIPMENT 13
16. REVERSION OF ASSETS 13
17. TOBACCO CONTROL POLICY 14
18. CONDUCT OF BUSINESS 14
19. RECORDS MANAGEMENT AND MAINTENANCE 15
20. PUBLIC DISCLOSURE OF DOCUMENTS 16
21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION 16
22. GOVERNING LAW AND VENUE 17
23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES 17
24. PUBLICITY AND ATTRIBUTION REQUIREMENTS 18
25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY 19
26. WORK PRODUCT 19
27. NON-DISCRIMINATION 19
28. CHILD ABUSE REPORTING 20
29. DEPARTMENT OF JUSTICE CLEARANCE 20
30. ADULT AND ELDER ABUSE REPORTING 20
31. INDEPENDENT CONTRACTOR 20
32. HOLD HARMLESS/INDEMNIFICATION 21
33. INSURANCE 22
34. ASSIGNMENT 24
35. ALTERATION AND/OR AMENDMENT 24
36. CONFLICT OF INTEREST 24
37. WAIVER AND SEVERABILITY 24
38. DISALLOWANCE 24
39. OFFICIAL DOCUMENTS 24
40. ENTIRE CONTRACT 25
41. NONEXCLUSIVE CONTRACT 25
42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT 25
43. COMPLIANCE WITH LAW 25

44. CONFLICTS IN INTERPRETATION 25
45. COUNTERPARTS 25
ATTACHMENT A: SCOPE OF WORK 26
ATTACHMENT B: BUDGET 35
ATTACHMENT C: PAYMENT PROVISIONS 36
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY 38
ATTACHMENT E: HIPAA BUSINESS ASSOCIATE AGREEMENT 39

Terms and Conditions

1. NOTICES

All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after deposit in the United States mail, postage prepaid:

COMMISSION:	CONTRACTOR:
Tammi Graham, Executive Director First 5 Riverside County 585 Technology Court Riverside, California 92507	Jeung Choo Yoo, MD JEUNG CHOO YOO MD, INC. 264 N Highland Spring Ave 2-B Banning, CA 92220

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 **07/01/23** through – **06/30/26** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

If CONTRACTOR fails to comply with any conditions contained within this Contract, the COMMISSION may place the CONTRACTOR in a probationary status, temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost of activity not in compliance, and/or request repayment to the COMMISSION if any disallowance is rendered after audit findings. Written notification of non-compliance will be sent to the identified contact person and the CONTRACTOR'S Executive Director or other lead staff authorized by the CONTRACTOR'S governing board or ownership within twenty (20) working days.

6. TERMINATION

A. By COMMISSION: The COMMISSION may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, the CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise).

1. Termination for cause:

a. Due to Default or Breach of Contract. Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the COMMISSION may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COMMISSION provides CONTRACTOR the opportunity to cure breach within twenty (20) working days of receipt of notice, and CONTRACTOR does so to COMMISSION'S satisfaction.

b. Due to Health and Safety Concerns of Clients. The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract may also be immediately terminated at the sole discretion of the COMMISSION if the

CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

c. **Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.

e. **Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

B. **By CONTRACTOR**: CONTRACTOR may terminate this Contract in whole or in part upon thirty (30) calendar days' written notice to the COMMISSION.

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 funds shall ONLY be used to supplement a CONTRACTOR'S program. The COMMISSION endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

8. DATA MANAGEMENT

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the COMMISSION. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports (PPR), utilization of the COMMISSION developed reporting systems and Administrative Review formats and required training(s) to familiarize and implement the results-based accountability framework. The COMMISSION continues to refine its evaluative processes that will assist the COMMISSION, its CONTRACTORS and the community to successfully increase and measure the impact of the Proposition 10 in Riverside County. Where appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative processes. Specific areas may include but

are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.

B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.

C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).

D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.

E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by COMMISSION action. Reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the SOW and methodology contained in Attachment A as determined by the COMMISSION. The COMMISSION shall allocate the funds to CONTRACTOR as follows:

A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR.

If applicable, CONTRACTOR shall provide copies of the claim report submitted monthly for Medi-Cal and/or any other state or federal reimbursements. In addition, the CONTRACTOR will provide the subsequent revenue reports that will reconcile the claim reports.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due as described in paragraph one of this section. All reimbursement costs not submitted at the time of the Final Fiscal Expenditure Report will be disallowed.

Payment information, including amount, payment reduction or payment withheld may be obtained by the CONTRACTOR via the data management system.

B. Program Reporting

As requested by COMMISSION, CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR'S services or to provide information about CONTRACTOR'S program. CONTRACTOR shall report program and demographic data on participants, where appropriate, service and outcome data with measurement tools approved by COMMISSION. CONTRACTOR shall enter data (quantitative and qualitative) in the evaluation database system designated by COMMISSION. CONTRACTOR shall submit complete data, in accordance with the SOW.

C. Monthly Reporting

CONTRACTOR shall input and submit program data into the COMMISSION'S data management system on a monthly basis and input must be completed by the 20th of the month following Contract performance. If the reporting due date falls on a weekend or holiday, the due date will be on the following business day. The due date for program data submitted in the 4th quarter (April, May and June) may be modified by COMMISSION as required to meet internal COUNTY

and State reporting deadlines. Modified due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Any changes that occur with program data input must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the change.

Example: Changes to program data in the first quarter must be adjusted and reconciled before the end of the 2nd quarter (December 30th, as reported in the January 30th report). A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly program data input and quarterly Program Progress Report (PPR) responsibility.

D. Quarterly and Annual Reporting

CONTRACTOR shall submit Program Progress Reports (PPR) which includes quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in the SOW and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course corrections, client success stories, sustainability and public awareness/policy change activities for the quarter. CONTRACTOR is required by the COMMISSION to complete and submit Program Progress Reports electronically via the COMMISSION'S data management system.

For each reporting period, CONTRACTOR shall provide the COMMISSION with a Program Progress Report within thirty (30) calendar days from the end of the reporting period. In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Quarterly Program Progress Reporting due dates for each Contract period are as follows:

- QUARTER 1 (July 1 – September 30): Report Due October 20
- QUARTER 2 (October 1 – December 31): Report Due January 20
- QUARTER 3 (January 1 – March 31): Report Due April 20
- QUARTER 4 (April 1 – June 30): Report Due July 11 (Final Cumulative Program Progress Report), Quarter 4 due date may be modified by COMMISSION as necessary to meet County and/or State reporting deadlines.

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. The first quarterly report is due October 20th of the current fiscal year.

CONTRACTOR agrees that failure to submit reports as specified will be sufficient cause for the COMMISSION to withhold any payment due until reporting requirements have been fulfilled.

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

If CONTRACTOR has been overpaid in the previous fiscal year, the COMMISSION will, in instances where the Contract is renewed, reduce subsequent payment(s) to recover the amount overpaid.

Notwithstanding any other provision herein, CONTRACTOR agrees to reimburse, in full, all funds received from the COMMISSION, upon request of the COMMISSION, where such funds as determined by the COMMISSION are not or have not been utilized by CONTRACTOR for purpose as intended by the COMMISSION. The terms and conditions of reimbursement shall be at the sole discretion of the COMMISSION. This provision is not terminated upon termination of this Contract.

13. COMMISSION FISCAL REQUIREMENTS

A. Budget Revisions

A Budget Revision Form may be submitted by the CONTRACTOR to the COMMISSION to modify budget line(s) of the approved budget. The request must indicate the proposed line item change, the budget as amended applying the requested change, a written justification for each requested change, and signed by an authorized representative. The request cannot result in any alteration or degradation to the program services and performance targets as specified in this Contract.

The COMMISSION Executive Director (or designee), on behalf of the COMMISSION, has the authority to approve or deny the request, provided that the modification does not deviate from the original intent of the Contract or increase the total Contract amount. CONTRACTOR is limited to two (2) budget revisions per fiscal year.

The CONTRACTOR must submit any Budget Revision Forms to the COMMISSION or designee no later than **March 31st** of the fiscal year.

B. Amendments

Necessity for budget amendments to this Contract will be determined by the COMMISSION Executive Director (or designee) and may include, but are not limited to, Contract increases or decreases and significant changes to the Scope of Work (SOW). All budget amendments to the Contract shall require formal approval of the COMMISSION Executive Director acting on behalf of the COMMISSION, as provided herein before such amendments are effective. Major budget amendments, as determined by the COMMISSION Executive Director, in consultation with County legal counsel, will require formal approval of the COMMISSION. Contract budget amendments shall be considered until March 31st of each fiscal year.

C. Cost Allocation Plan

CONTRACTOR shall have or will establish a Cost Allocation Plan (CAP) to identify prorated costs shared by multiple funding sources, including Proposition 10 funds. CONTRACTOR shall identify any other funding sources and organizations whose cooperation/participation is necessary to ensure the success of the project. CONTRACTOR'S CAP must be approved by CONTRACTOR'S appropriate governing body and submitted with the executed Contract.

A CAP is defined as a written summarization that documents the methods and procedures CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair share, of the total costs. The CONTRACTOR must have a method of identifying and distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

A written CAP is required if <u>any</u> of the conditions below are met:

a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.

b. A single-funded staff member shares time between two or more COMMISSION funded programs.

c. The same facilities and/or resources are utilized by more than one funded program.

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.

2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.

3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

E. Revenues Received

All revenue received by the CONTRACTOR (except funds received from the COMMISSION) to operate the program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

F. Payroll Taxes

The COMMISSION shall not be directly responsible for the payment of any taxes on the CONTRACTOR'S behalf. In the event that the COMMISSION is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the COMMISSION for the full value of such paid taxes plus interest and penalty, if any. Taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

G. Payor of Last Resort

CONTRACTOR shall obtain funding through sources other than the COMMISSION to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as Medi-Cal, Healthy Families, federal or state-funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. CONTRACTOR must provide written verification upon request.

14. CONTRACTOR AUDIT REQUIREMENTS

A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial

statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.

B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars ($1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars ($1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars ($1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in-whole or in-part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the COMMISSION and CONTRACTOR, where the original cost exceeded one thousand dollars ($1,000.00) shall either be: (1) used by CONTRACTOR for the services described in the SOW for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in the SOW; or (2) disposed of and proceeds paid to the COMMISSION in a manner that results in the COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less

any portion of the current value attributable to CONTRACTOR'S out of pocket expenditures using non-commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.

B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the COMMISSION-funded activities. The Comprehensive Tobacco Control Policy, as attached hereto.

18. CONDUCT OF BUSINESS

CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in Termination of Contract.

A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.

C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.

D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.

G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.

H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.

I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

19. RECORDS MANAGEMENT AND MAINTENANCE

A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.

C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:

a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and

b. Submission of the Program Progress Report on a quarterly basis.

D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).

F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

CONTRACTOR acknowledges and agrees that information, communications, and documents given to the COMMISSION during meetings involving COMMISSION members, staff, finance or COMMISSION Advisory Committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the COMMISSION in order that it may fully comply with the requirements of such laws and regulations.

21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION

A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.

B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.

D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.

B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and

4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.

D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.

E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.

B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside County"
"Funded by First 5 Riverside County"

"Funded by First 5 Riverside County - the Riverside County Children & Families Commission"

"Hecho posible por medio de fondos de Primeros 5 Riverside County"
"Financiado por Primeros 5 Riverside County"

For events, conferences or programs with multiple funders, one of the following attributions shall be used:

"Funded in part by First 5 Riverside County"

"Funded in part by First 5 Riverside County - the Riverside County Children & Families Commission"

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County - Comisión de Niños y Familias del Condado de Riverside"

When space is limited (i.e., buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTOR shall contact the COMMISSION'S Public Information Specialist to determine an

appropriate method of providing attribution to the public regarding the funding source for such items.

C. The approved First 5 Riverside County logo (graphic) shall be used on materials specific to the COMMISSION funded program. CONTRACTOR shall use the approved First 5 Riverside County logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside County graphics attribution standard as posted on the COMMISSION public website (www.First5Riverside.org).

D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.

E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the COMMISSION. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments, hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction or proselytizing.

26. WORK PRODUCT

A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.

B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

27. NON-DISCRIMINATION

Pursuant to the Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, CONTRACTOR shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal Laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through the California Department of Health Care Services. This Contract hereby incorporates by reference the provisions

of Title 2, California Code of Regulations, Section 11105 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, California Code of Regulations, Section 11105 et seq. and further agrees to include this Non-Discrimination clause in all subcontracts to perform services under this Contract.

28. CHILD ABUSE REPORTING

CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

CONTRACTOR must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

30. ADULT AND ELDER ABUSE REPORTING

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) 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.

ATTACHMENT A: SCOPE OF WORK

Contractor: Jeung Choo Yoo MD Inc
Program: Nurse Family Partnership (NFP) – Home Visitation
Geographical Region: Desert and Mid County Region
Contract #: CF24114
Project/Budget Cycle: 07/01/2023 – 06/30/26

Strategic Goal: Resilient Families

PROGRAM OVERVIEW – NURSE-FAMILY PARTNERSHIP

CONTRACTOR will implement the Nurse Family Partnership (NFP) program and will provide home visits by registered nurses beginning during pregnancy and continuing through the child's second birthday. The Nurse-Family Partnership ("NFP") Program is an evidence-based nurse home visiting program which serves low-income, first-time mothers and their children who face significant short- and long-term risks to their health, personal development, and economic well-being. Through regular visits from specially trained nurses, the NFP Program partners with these mothers during their first pregnancies and the first two years of their children's lives to help them develop behaviors that enable them to have healthier pregnancies, be better parents, have emotionally and physically healthier children, and attain greater economic self-sufficiency.

623

CONTRACTOR will provide HVP participants with up to one thousand dollars ($1000) worth of material goods, dependent on an observable need. The material goods can be used for a program participant's household related to care, health, and safety of the child and family. Some examples of appropriate use of material goods may include, but are not limited to: child safety kits, car seats, appliance repairs, adaptive equipment for children with disabilities, and resources related to child and family language and literacy needs. Material goods items are not intended to be an incentive for individuals to participate, but rather a response to the specific needs of the participant and their families. Goods purchased cannot be used to supplant materials or services already being provided through Welfare-to Work (WTW) supportive services, such as diapers and transportation.

Monthly, CONTRACTOR will collect data to track performance as required by First 5 Riverside County to complete State report requirements. CONTRACTOR will collect the following types of data monthly: Home Visiting Program Models: the total number of cases enrolled by model type. Home Visiting Program Caseload: the caseload, which includes parents or caretakers and children receiving services. Home Visiting Program Referrals and Services: referrals made to various services.

CONTRACTOR will implement the model with fidelity and good outcomes by providing families with regular home visits.

CONTRACTOR will provide to First 5 Riverside County aggregate data reports submitted to the national service office of NFP.

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
Home Visitation, Referrals, and/or Linkages	CONTRACTOR will provide Home visits 60 – 90 minutes weekly during postpartum period, every 2 weeks until toddler is 21 months, monthly until child is 2 years. Registered Nurses: • Facilitate decision-making regarding planning of future children and selection of birth control to achieve goals; • Assist parents to set realistic goals for education and work, and identify strategies for attaining goals; • Coaching parents in building and fostering relationships with other community services; • Parents' family planning, education and work goals; and • Referrals to other health and human services as needed. Educate parent on infant/toddler nutrition, health, growth, development and environmental safety; • Role model Partners in Parenting Education (PIPE) activities to promote sensitive parent-child interactions facilitative of developmental progress; • Assess parent-child interaction, using Nursing Child Assessment Satellite Training (NCAST) feeding and teaching scales and provide guidance as needed; • Assess infant/toddler's developmental progress at selected intervals using Ages and Stages	CONTRACTOR will utilize evidence-based programs and tools to provide Home Visitation services: • Nurse Family Partnership Program (NFP) Model Care coordination activities will be undertaken to ensure children are linked and receiving services. ** Comprises all NFP families served through this contract, combining Cal-WORKs eligible NFP (26) and Non-Cal-WORKs eligible families (90), annually.	1. CONTRACTOR Nurse Home Visiting Services program will **serve mothers** with the NFP-P10 home visitation program. (Core) as noted below: FY 23/24 = 66 FY 24/25 = 52 FY 25/26 = 11 *In a separate CalWORKs contract, the difference of the maximum case load of 100 each year will be funded through CalWORKs.* 2. CONTRACTOR Home Visiting services program will **document the number of children** 0 through 2 years of age served with the NFP-P10 home visitation program. (Core) 3. CONTRACTOR will **document the number of home visits** provided to enrolled families in the NFP-P10 home visitation program. (Core) 4. CONTRACTOR will **document the number of mothers** that exit the NFP program prior to completion. (Core) 5. CONTRACTOR will **document the number of children**, at 3 months of age, **referred** for health insurance enrollment, utilization and retention assistance. (Aggregate)

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
	Questionnaire or DDSII, and provide guidance as needed; • Promote adequate use of well-child care; • Guidance to new parents in building and fostering social support networks; • Guidance assessing safety of potential/actual child care arrangements; and • Referrals to other health and human services as needed. • Effects of smoking, alcohol and illicit drugs on fetal growth, and assist women in identifying goals and plans for reducing cigarette smoking, etc.; • Nutritional and exercise requirements during pregnancy and monitor and promote adequate weight gain; • Other risk factors for pre-term delivery/low birth weight (e.g., genitourinary tract infections, pre-eclampsia); • Preparation for labor and delivery/childbirth education; • Basics of newborn care and newborn states; • Family planning/birth control following delivery of infant; • Adequate use of office-based prenatal care; and • Referrals to other health and human services as needed. A full time Registered Nurse carries a caseload of 25 or more active cases.		6. CONTRACTOR will **document the number of children**, at 3 months of age, referred who **obtained** health insurance as a result of staff assistance. (Aggregate) 7. CONTRACTOR will **document the number of enrolled children** that are **linked** to a medical home at the completion of the NFP program. (Aggregate) 8. CONTRACTOR will **document the number of pregnant women** who receive prenatal care beginning in the first trimester. (Aggregate)

625

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
	Caseload may not exceed 30 without approval from the NSO. New Nurse Home Visitors build up a caseload of 25 over the first 9-12 months of service. NFP team will follow the model elements of the NFP program.		
Screenings and Assessments	Children and mothers will receive initial and follow-up screenings and assessments. Screenings and/or assessments are conducted on intake, 36 weeks, birth, 1-3 months, 4 months, 6 months, 9 months, 10 months, 12 months, 15-17 months, 18 months, 21-23 Months, and 24 months. Registered Nurse: • Involve the mother's support system including family members, fathers when appropriate, and friends, and will connect families to health and human services as needed. • Begin making home visits by the 16th week of pregnancy, preferably sooner, and not after the 28th week of pregnancy. Visits will	Screenings and Assessments will be utilized to complete comprehensive assessments and designed curriculum for use with children and mothers: **At every home visit:** Referrals to services like: mother's health insurance, healthcare service usage for mother and baby, Immunizations for baby, dental care for baby, ER visits and hospitalizations for mother and baby. **Screenings / Assessments / Tools to be utilized:** Maternal Health Assessment, Encounter Form, Demographics, Use of Gov't and Community Services, Dyadic Assessment of Naturalistic Caregiver–Child Experiences (DANCE), Edinburgh Postnatal	9. CONTRACTOR will **document the number of children** at 12 months of age, who received developmental screenings and assessments that were below the nationally defined developmental threshold. in the NFP program. (Core) 10. CONTRACTOR will **document the number of children** at 12 months of age, who received developmental screenings and assessments that meet the nationally defined developmental threshold in the NFP program. (Core) 11. CONTRACTOR will **document the number of children** at 24 months of age, who received

626

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
	continue through the first two years of the child's life. • Screen and refer additional children 0 through 5 who reside in the household based on family needs.	Depression Scale (EPDS), General Anxiety Disorder Tool (GAD), Health Habits, Intimate Partner Violence (IPV) Assessment, Ages & Stages Questionnaires (ASQ-3), Infant birth, Infant Health Care Demographics, Ages & Stages Questionnaires: Social-Emotional (AQS:SE-2), and Health Assessment.*** Screenings and Assessments will be entered into NFP approved database. Care coordination activities will be undertaken to ensure children/mothers are linked and receiving services. ***See screening/assessment schedule, Table 1. ***Percentage of exclusively breastfeeding mothers @ 6 months (HealthyPeople 2026 Objective).	developmental screenings and assessments who fell below the nationally defined developmental threshold for age on a prior screening that have improved to meet or exceed the nationally defined developmental threshold in the NFP program. (Core) 12. CONTRACTOR will **document the number children** 0 through 2 years of age that received an ASQ-3 screening according to Table 1. (Core) 13. CONTRACTOR will **document the number of parents/caretakers** who receive referrals for their children for the first time due to a developmental screening conducted in the NFP program. (Core) 14. CONTRACTOR will **document the number of referrals** for additional services made as a result of the ASQ-3 screenings. (Core) 15. CONTRACTOR will **document the number of referred children** 0 through 2 years of age that were **linked to services** as a result of the ASQ-3 screenings. (Core)

627

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
			16. CONTRACTOR will **document the number of children** 0 through 2 years of age that received an ASQ:SE-2 screening according to Table 1. (Core) 17. CONTRACTOR will **document the number of referrals** for additional services as a result of the ASQ:SE-2. (Core) 18. CONTRACTOR will **document the number of referred children** 0 through 2 years of age that were **linked to services** as a result of the ASQ:SE-2 screenings. (Core) 19. CONTRACTOR will **document the number of mothers** of children 0 through 2 years of age that receive an initial Health Habits assessment. (Core) 20. CONTRACTOR will **document the number of mothers** of children 0 through 2 years of age that demonstrate improvement from pre to post-test on the follow-up Health Habits assessment after the 12-month visit. (Core) 21. CONTRACTOR will **document the number of mothers** who were screened for post-partum

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
			depression/depression according to Table 1. (Core) 22. CONTRACTOR will **document the number of referred mothers** that were linked to post-partum depression/depression according to Table 1. (Core) 23. CONTRACTOR will **document the number of mothers** who were referred for mental health treatment. (Core) 24. CONTRACTOR will **document the number of children** born to enrolled mothers. (Core) 25. CONTRACTOR will **document the number of eligible to breastfeed mothers** who are exclusively breastfeeding at time of discharge from the hospital. (Aggregate) 26. 23 **of 83 mothers** (26% of program participants) will be exclusively breastfeeding at 6 months. (Aggregate)
Long-term Sustainability/ Public Awareness/Policy Change CONTRACTOR will have a long-term sustainability plan outlining how the program	• Develop & maintain partnerships to leverage funding from other sources and continue the program beyond the funding cycle.		Report long-term sustainability, public awareness, and policy change activities in the Performance Narrative quarterly reports.

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
will be maintained after First 5 Riverside funding ends. CONTRACTOR will initiate policy changes which enable stakeholder buy-in and cultural shifts at the community, family and parent/caregiver levels.	• Work in partnership with First 5 Riverside to explore effective and efficient cost modeling approaches to maximize investments and incentivize performance. • Promote NFP at Community Forums, Joint Operational Meetings and channels through the Family Resource Centers. • Policies will be reviewed and inclusive of NFP program; develop referral procedures for providers and families to access the service. • As Home Visitation Collaborative evolves, CONTRACTOR is identified as a critical partner in this system approach and will participate in stakeholder convenings.		

630

Table 1: Screening and Assessment Schedule

Pre and Post Tests for Mother									
Pre-Test Intake Data Mother	**Post-Test 36 weeks Data Mother**	**Post-Test Birth Data Mother**	**Post-Test 1-3 weeks Data Mother**	**Post-Test 4 months Data Mother**	**Post-Test 6 months Data Mother**	**Post-Test 12 months Data Mother**	**Post-Test 16 months Data Mother**	**Post-Test 18 months Data Mother**	**Post-Test 24 months Data Mother**
Maternal Health Assessment									
Demographics Income, Education, Work / School, Birth Control, Marital Status					**Demographics** Income, Education, Work/ School, Birth Control, Marital Status	**Demographics** Income, Education, Work/ School, Birth Control, Marital Status		**Demographics** Income, Education, Work/ School, Birth Control, Marital Status	**Demographics** Income, Education, Work/ School, Birth Control, Marital Status
Use of Gov't and Community Services		**Use of Gov't and Community Services**			**Use of Gov't and Community Services**	**Use of Gov't and Community Services**		**Use of Gov't and Community Services**	**Use of Gov't and Community Services**
EPDS and GAD	**EPDS and GAD**	**EPDS and GAD**	**EPDS and GAD**		**EPDS and GAD**	**EPDS and GAD**			
Health Habits	**Health Habits**					**Health Habits**			
Clinical IPV			**Clinical IPV**				**Clinical IPV**		**(Last Post Test)**
Pre and Post Tests for Baby									
Pre-Test Infant Birth Data Baby	**Pre-Test 1-3 Months**	**Pre-Test 4 months**	**Pre-Test 6 months**	**Post –Test 8-10 Months Data Baby**	**Post-Test 12 months Data Baby**	**Post-Test 16 months Data Baby**	**Post-Test 18 months Data Baby**	**Post Test 21-23 Months Data Baby**	**Post-Test 24 months Data Baby**
Infant Birth									
	DANCE			**DANCE**		**DANCE**		**DANCE**	
		ASQ 3		**ASQ 3**			**ASQ 3**		**ASQ 3**
			ASQ: SE 2		**ASQ: SE 2**		**ASQ: SE 2**		**ASQ: SE 2**
			Infant Health		**Infant Health**		**Infant Health**		**Infant Health**
									(Last Post Test)

Data Collected at each Home Visit on Encounter Form for Mother and Baby	
Mother	Baby
Referrals made for services needed	Referrals made for services needed
Health Services Used	Health Services Used Immunizations

631

ATTACHMENT B: BUDGET

Transition 83 Clients FY 22/23		Clients	Max Visits	Unit of Service	Prop 10
FY23/24	Dr. Yoo (NFP) Prop 10	66	1355	$545.00	$ 738,475.00
FY24/25	Dr. Yoo (NFP) Prop 10	52	985	$545.00	$ 536,825.00
FY25/26	Dr. Yoo (NFP) Prop 10	11	29	$545.00	$ 15,805.00
	Material Goods	66		$1,000.00	$ 66,000.00
				TOTAL PROP 10	$ 1,357,105.00

The number of clients result from the transition of 83 clients in FY 22/23 with corresponding reduction in each following year until all clients have graduated from NFP program funded by Prop 10. Total maximum caseload each year is 100. The different between clients transitioning from Prop 10 will be funded through CalWORKs (separate contract).

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed Error! Reference source not found. 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: **07/01/23 – 06/30/26**

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: HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Addendum") supplements and is made part of (Contract CF24114 "Contract") between the RCCFC and JEUNG CHOO YOO MD, 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. <u>Prohibited Uses and Disclosures.</u>

A. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Contract or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from the RCCFC.

B. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from the RCCFC or from another business associate of the RCCFC, except as permitted or required by this Addendum, or as required by law.

C. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the RCCFC would be prohibited from making.

D. CONTRACTOR shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

(1) Not to use or disclose PHI for fundraising, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR **§164.508;**

(2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR **§164.508(a)(3);**

(3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

(4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Contract and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by the RCCFC to CONTRACTOR for services provided pursuant to the Contract.

4. <u>Obligations of the RCCFC.</u>

A. The RCCFC agrees to make its best efforts to notify CONTRACTOR promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by the RCCFC that may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

B. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

C. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI and/or ePHI.

D. The RCCFC agrees not to request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

E. The RCCFC agrees to obtain any authorizations necessary for the use or disclosure of

PHI and/or ePHI, so that CONTRACTOR can perform its obligations under this Addendum and/or Contract.

5. **Obligations of CONTRACTOR.** In connection with the use or disclosure of PHI and/or ePHI, CONTRACTOR agrees to:

   A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

   B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. CONTRACTOR shall promptly notify the RCCFC if CONTRACTOR is required by law to disclose PHI and/or ePHI.

   C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

   D. Mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.

   E. Report to the RCCFC any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

   F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the CONTRACTOR agree through contract to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

   G. Make available to the RCCFC, the Secretary, in the time and manner designated by the RCCFC or Secretary, CONTRACTOR'S internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the RCCFC, or created or received by CONTRACTOR on behalf of the RCCFC, for purposes of determining, investigating or auditing CONTRACTOR'S and/or the RCCFC's compliance with the Privacy Rule.

   H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR **§164.502(b)(1).**

   I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which CONTRACTOR shall promptly notify the RCCFC upon CONTRACTOR'S receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by the County of Riverside), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by the RCCFC.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the RCCFC to the extent CONTRACTOR is to carry out the RCCFC's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.t

6. **Access to PHI, Amendment and Disclosure Accounting.** CONTRACTOR agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, to satisfy the requirements of 45 CFR **§164.524.**

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set the RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR **§164.526.**

C. **Accounting of disclosures of PHI and electronic health record.** Assist the RCCFC to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if CONTRACTOR uses or maintains electronic health records. CONTRACTOR shall:

(1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

(2) Within fifteen (15) days of receiving a written request from the RCCFC, provide to the RCCFC or any individual as directed by the RCCFC information collected in accordance with this section to permit the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

(3) Make available for the RCCFC information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for

three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event the RCCFC discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the RCCFC ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

   A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that CONTRACTOR creates, receives, maintains, or transmits on behalf of the RCCFC in accordance with 45 CFR §164.308, §164.310, and §164.312;

   B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

   C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

   D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

   E. Ensure compliance with the Security Rule by CONTRACTOR'S workforce;

   F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of CONTRACTOR agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

   G. Report to the RCCFC any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

   H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, CONTRACTOR shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

   A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify the RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

      (1) **Breaches treated as discovered.** A breach is treated as discovered by CONTRACTOR as of the first day on which such breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR,

which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of CONTRACTOR (determined in accordance with the federal common law of agency).

(2) **Content of notification.** The written notification to the RCCFC relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:

(a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired, used or disclosed during the breach;

(b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

(c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

(d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

(e) A brief description of what CONTRACTOR is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

(f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by CONTRACTOR, CONTRACTOR shall cooperate with the RCCFC and shall provide the RCCFC with any information requested by the RCCFC to enable the RCCFC to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, CONTRACTOR shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to the RCCFC not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If CONTRACTOR delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, CONTRACTOR shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the CONTRACTOR'S failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security

Rule, CONTRACTOR agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish CONTRACTOR'S obligations to indemnify, defend and hold harmless the RCCFC under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when the RCCFC , in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code
§1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

(1) CONTRACTOR agrees to assist the RCCFC to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

(2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two

(3) business days after CONTRACTOR detects such incident. CONTRACTOR further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. Hold Harmless/Indemnification.

A. CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors,

elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of the RCCFC and the County of Riverside, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.

C. The specified insurance limits required in the Contract of this Addendum shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the RCCFC and the County of Riverside herein from third party claims arising from issues of this Addendum.

D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Contract of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by the RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside, is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Contract and will provide grounds for terminating this Addendum and the Contract with or without an opportunity to cure the breach, notwithstanding any provision in the Contract to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

(1) Terminate the Contract and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

(2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Contract and this Addendum.

(3) If termination of the Contract is not feasible, the breaching party, upon the request of the non- breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

(1) Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by the RCCFC, destroy all PHI and/or ePHI received from the RCCFC, or created or received by the CONTRACTOR on behalf of the RCCFC, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the RCCFC. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

(2) In the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to the RCCFC of the conditions that make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as the CONTRACTOR maintains such PHI and/or ePHI.

12. <u>General Provisions.</u>

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

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT
INVESTMENT OF FUNDS
585 Technology Court
Riverside, California 92507

RCCFC AWARD:	**CF24111**
CONTRACTOR:	**BLINDNESS SUPPORT SERVICES**
CONTRACT SUBJECT MATTER:	**HOME VISITING PROGRAM - CALWORKS**
CONTRACT TERM:	**05/10/23 - 06/30/26**
MAXIMUM REIMBURSABLE AMOUNT:	**$495,000**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed **$495,000**.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed **$495,000** as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10, to provide services and results as set forth in Attachments A, B, C and D attached hereto as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, COMMISSION and CONTRACTOR have executed this Contract.

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Tammi Graham, Executive Director	Pete Benavides
Date Signed:	Title: President & CEO and Authorized Signatory
585 Technology Court Riverside, CA 92507-2423	3696 Beatty Drive Riverside, CA 92503
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Kristine Bell-Valdez Supervising Deputy County Counsel	ATTEST SIGNATURE:
Date Signed: 5/22/23	Lynn M. Stephens Executive Assistant IV
	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

Contents

1. NOTICES 5
2. SOURCE AND SCOPE OF CONTRACT 5
3. DEFINITIONS 5
4. TERM 6
5.. COMPLIANCE, DISALLOWANCE, WITHHOLDING 6
6. TERMINATION 6
7. REQUIREMENT OF SUPPLEMENTING PROGRAM 7
8. DATA MANAGEMENT 7
9. SCOPE OF WORK (SOW) 8
10. REIMBURSEMENT OF COSTS 8
11. FISCAL AND PROGRAM REPORTING REQUIREMENTS 9
12. REIMBURSEMENT OF FUNDS TO THE COMMISSION 10
13. COMMISSION FISCAL REQUIREMENTS 11
    - A. Budget Revisions 11
    - B. Amendments 11
    - C. Cost Allocation Plan 11
    - D. Overhead/Indirect Costs 12
    - E. Revenues Received 12
    - F. Payroll Taxes 12
    - G. Payor of Last Resort 12
14. CONTRACTOR AUDIT REQUIREMENTS 12
15. INVENTORIABLE EQUIPMENT 13
16. REVERSION OF ASSETS 13
17. TOBACCO CONTROL POLICY 14
18. CONDUCT OF BUSINESS 14
19. RECORDS MANAGEMENT AND MAINTENANCE 15
20. PUBLIC DISCLOSURE OF DOCUMENTS 16
21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION 16
22. GOVERNING LAW AND VENUE 16
23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES 17
24. PUBLICITY AND ATTRIBUTION REQUIREMENTS 18
25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY 19
26. WORK PRODUCT 19
27. NON-DISCRIMINATION 19
28. CHILD ABUSE REPORTING 20
29. DEPARTMENT OF JUSTICE CLEARANCE 20
30. ADULT AND ELDER ABUSE REPORTING 20
31. INDEPENDENT CONTRACTOR 20
32. HOLD HARMLESS/INDEMNIFICATION 20
33. INSURANCE 21
34. ASSIGNMENT 24
35. ALTERATION AND/OR AMENDMENT 24
36. CONFLICT OF INTEREST 24
37. WAIVER AND SEVERABILITY 24
38. DISALLOWANCE 24
39. OFFICIAL DOCUMENTS 24
40. ENTIRE CONTRACT 24
41. NONEXCLUSIVE CONTRACT 24
42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT 25
43. COMPLIANCE WITH LAW 25

44. CONFLICTS IN INTERPRETATION 25
45. COUNTERPARTS 25
ATTACHMENT A: SCOPE OF WORK 26
ATTACHMENT B: BUDGET 31
ATTACHMENT C: PAYMENT PROVISIONS 32
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY 34
ATTACHMENT E: HIPAA BUSINESS ASSOCIATE AGREEMENT 35

Terms and Conditions

1. NOTICES

All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after deposit in the United States mail, postage prepaid:

COMMISSION:	CONTRACTOR:
Tammi Graham, Executive Director First 5 Riverside County 585 Technology Court Riverside, California 92507	Pete Benavides BLINDNESS SUPPORT SERVICES 3696 Beatty Drive Riverside, CA 92503

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 **05/10/23**through **06/30/26**unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

If CONTRACTOR fails to comply with any conditions contained within this Contract, the COMMISSION may place the CONTRACTOR in a probationary status, temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost of activity not in compliance, and/or request repayment to the COMMISSION if any disallowance is rendered after audit findings. Written notification of non-compliance will be sent to the identified contact person and the CONTRACTOR'S Executive Director or other lead staff authorized by the CONTRACTOR'S governing board or ownership within twenty (20) working days.

6. TERMINATION

A. By COMMISSION: The COMMISSION may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, the CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise).

1. Termination for cause:

a. Due to Default or Breach of Contract. Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the COMMISSION may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COMMISSION provides CONTRACTOR the opportunity to cure breach within twenty (20) working days of receipt of notice, and CONTRACTOR does so to COMMISSION'S satisfaction.

b. Due to Health and Safety Concerns of Clients. The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract may also be immediately terminated at the sole discretion of the COMMISSION if the

CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

c. **Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.

e. **Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

B. **By CONTRACTOR**: CONTRACTOR may terminate this Contract in whole or in part upon thirty (30) calendar days' written notice to the COMMISSION.

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 funds shall ONLY be used to supplement a CONTRACTOR'S program. The COMMISSION endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

8. DATA MANAGEMENT

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the COMMISSION. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports (PPR), utilization of the COMMISSION developed reporting systems and Administrative Review formats and required training(s) to familiarize and implement the results-based accountability framework. The COMMISSION continues to refine its evaluative processes that will assist the COMMISSION, its CONTRACTORS and the community to successfully increase and measure the impact of the Proposition 10 in Riverside County. Where appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative processes. Specific areas may include but

are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.

B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.

C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).

D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.

E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by COMMISSION action. Reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the SOW and methodology contained in Attachment A as determined by the COMMISSION. The COMMISSION shall allocate the funds to CONTRACTOR as follows:

A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR.

If applicable, CONTRACTOR shall provide copies of the claim report submitted monthly for Medi-Cal and/or any other state or federal reimbursements. In addition, the CONTRACTOR will provide the subsequent revenue reports that will reconcile the claim reports.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due as described in paragraph one of this section. All reimbursement costs not submitted at the time of the Final Fiscal Expenditure Report will be disallowed.

Payment information, including amount, payment reduction or payment withheld may be obtained by the CONTRACTOR via the data management system.

B. Program Reporting

As requested by COMMISSION, CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR'S services or to provide information about CONTRACTOR'S program. CONTRACTOR shall report program and demographic data on participants, where appropriate, service and outcome data with measurement tools approved by COMMISSION. CONTRACTOR shall enter data (quantitative and qualitative) in the evaluation database system designated by COMMISSION. CONTRACTOR shall submit complete data, in accordance with the SOW.

C. Monthly Reporting

CONTRACTOR shall input and submit program data into the COMMISSION'S data management system on a monthly basis and input must be completed by the 20th of the month following Contract performance. If the reporting due date falls on a weekend or holiday, the due date will be on the following business day. The due date for program data submitted in the 4th quarter (April, May and June) may be modified by COMMISSION as required to meet internal COUNTY and State reporting deadlines. Modified due dates will be communicated to CONTRACTOR

through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Any changes that occur with program data input must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the change.

Example: Changes to program data in the first quarter must be adjusted and reconciled before the end of the 2nd quarter (December 30th, as reported in the January 30th report). A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly program data input and quarterly Program Progress Report (PPR) responsibility.

D. Quarterly and Annual Reporting

CONTRACTOR shall submit Program Progress Reports (PPR) which includes quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in the SOW and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course corrections, client success stories, sustainability and public awareness/policy change activities for the quarter. CONTRACTOR is required by the COMMISSION to complete and submit Program Progress Reports electronically via the COMMISSION'S data management system.

For each reporting period, CONTRACTOR shall provide the COMMISSION with a Program Progress Report within thirty (30) calendar days from the end of the reporting period. In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Quarterly Program Progress Reporting due dates for each Contract period are as follows:

- QUARTER 1 (July 1 – September 30): Report Due October 20
- QUARTER 2 (October 1 – December 31): Report Due January 20
- QUARTER 3 (January 1 – March 31): Report Due April 20
- QUARTER 4 (April 1 – June 30): Report Due July 11 (Final Cumulative Program Progress Report), Quarter 4 due date may be modified by COMMISSION as necessary to meet County and/or State reporting deadlines.

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. The first quarterly report is due October 20th of the current fiscal year.

CONTRACTOR agrees that failure to submit reports as specified will be sufficient cause for the COMMISSION to withhold any payment due until reporting requirements have been fulfilled.

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

If CONTRACTOR has been overpaid in the previous fiscal year, the COMMISSION will, in instances where the Contract is renewed, reduce subsequent payment(s) to recover the amount overpaid.

Notwithstanding any other provision herein, CONTRACTOR agrees to reimburse, in full, all funds received from the COMMISSION, upon request of the COMMISSION, where such funds as determined by the COMMISSION are not or have not been utilized by CONTRACTOR for purpose as intended by the COMMISSION. The terms and conditions of reimbursement shall be at the sole discretion of the COMMISSION. This provision is not terminated upon termination of this Contract.

13. COMMISSION FISCAL REQUIREMENTS

A. Budget Revisions

A Budget Revision Form may be submitted by the CONTRACTOR to the COMMISSION to modify budget line(s) of the approved budget. The request must indicate the proposed line item change, the budget as amended applying the requested change, a written justification for each requested change, and signed by an authorized representative. The request cannot result in any alteration or degradation to the program services and performance targets as specified in this Contract.

The COMMISSION Executive Director (or designee), on behalf of the COMMISSION, has the authority to approve or deny the request, provided that the modification does not deviate from the original intent of the Contract or increase the total Contract amount. CONTRACTOR is limited to two (2) budget revisions per fiscal year.

The CONTRACTOR must submit any Budget Revision Forms to the COMMISSION or designee no later than **March 31st** of the fiscal year.

B. Amendments

Necessity for budget amendments to this Contract will be determined by the COMMISSION Executive Director (or designee) and may include, but are not limited to, Contract increases or decreases and significant changes to the Scope of Work (SOW). All budget amendments to the Contract shall require formal approval of the COMMISSION Executive Director acting on behalf of the COMMISSION, as provided herein before such amendments are effective. Major budget amendments, as determined by the COMMISSION Executive Director, in consultation with County legal counsel, will require formal approval of the COMMISSION. Contract budget amendments shall be considered until March 31st of each fiscal year.

C. Cost Allocation Plan

CONTRACTOR shall have or will establish a Cost Allocation Plan (CAP) to identify prorated costs shared by multiple funding sources, including Proposition 10 funds. CONTRACTOR shall identify any other funding sources and organizations whose cooperation/participation is necessary to ensure the success of the project. CONTRACTOR'S CAP must be approved by CONTRACTOR'S appropriate governing body and submitted with the executed Contract.

A CAP is defined as a written summarization that documents the methods and procedures CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair share, of the total costs. The CONTRACTOR must have a method of identifying and distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

A written CAP is required if <u>any</u> of the conditions below are met:

a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.

b. A single-funded staff member shares time between two or more COMMISSION funded programs.

c. The same facilities and/or resources are utilized by more than one funded program.

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.

2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.

3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

E. Revenues Received

All revenue received by the CONTRACTOR (except funds received from the COMMISSION) to operate the program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

F. Payroll Taxes

The COMMISSION shall not be directly responsible for the payment of any taxes on the CONTRACTOR'S behalf. In the event that the COMMISSION is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the COMMISSION for the full value of such paid taxes plus interest and penalty, if any. Taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

G. Payor of Last Resort

CONTRACTOR shall obtain funding through sources other than the COMMISSION to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as Medi-Cal, Healthy Families, federal or state-funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. CONTRACTOR must provide written verification upon request.

14. CONTRACTOR AUDIT REQUIREMENTS

A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls

over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.

B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars ($1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars ($1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars ($1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in-whole or in-part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the COMMISSION and CONTRACTOR, where the original cost exceeded one thousand dollars ($1,000.00) shall either be: (1) used by CONTRACTOR for the services described in the SOW for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in the SOW; or (2) disposed of and proceeds paid to the COMMISSION in a manner that results in the COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR'S out of pocket expenditures using non-

commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.

B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the COMMISSION-funded activities. The Comprehensive Tobacco Control Policy, as attached hereto.

18. CONDUCT OF BUSINESS

CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in Termination of Contract.

A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.

C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.

D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required

services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.

G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.

H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.

I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

19. RECORDS MANAGEMENT AND MAINTENANCE

A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.

C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:

a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and

b. Submission of the Program Progress Report on a quarterly basis.

D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).

F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

CONTRACTOR acknowledges and agrees that information, communications, and documents given to the COMMISSION during meetings involving COMMISSION members, staff, finance or COMMISSION Advisory Committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the COMMISSION in order that it may fully comply with the requirements of such laws and regulations.

21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION

A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.

B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is

held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.

D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.

B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and

4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.

D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.

E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and

Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.

B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside County"
"Funded by First 5 Riverside County"

"Funded by First 5 Riverside County - the Riverside County Children & Families Commission"

"Hecho posible por medio de fondos de Primeros 5 Riverside County"
"Financiado por Primeros 5 Riverside County"

For events, conferences or programs with multiple funders, one of the following attributions shall be used:

"Funded in part by First 5 Riverside County"

"Funded in part by First 5 Riverside County - the Riverside County Children & Families Commission"

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County - Comisión de Niños y Familias del Condado de Riverside"

When space is limited (i.e., buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTOR shall contact the COMMISSION'S Public Information Specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.

C. The approved First 5 Riverside County logo (graphic) shall be used on materials specific to the COMMISSION funded program. CONTRACTOR shall use the approved First 5 Riverside County logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside County graphics attribution standard as posted on the COMMISSION public website (www.First5Riverside.org).

D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.

E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the COMMISSION. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments, hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction or proselytizing.

26. WORK PRODUCT

A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.

B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

27. NON-DISCRIMINATION

Pursuant to the Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, CONTRACTOR shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal Laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through the California Department of Health Care Services. This Contract hereby incorporates by reference the provisions of Title 2, California Code of Regulations, Section 11105 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, California Code of Regulations, Section 11105 et seq. and further agrees to include this Non-Discrimination clause in all subcontracts to perform services under this Contract.

28. CHILD ABUSE REPORTING

CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

CONTRACTOR must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

30. ADULT AND ELDER ABUSE REPORTING

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) 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: BLINDNESS SUPPORT SERVICES
Program: Home Visitation Expansion CalWORKs
Geographical Region: All Supervisorial Districts
Contract #: CF24111
Project/Budget Cycle: 05/10/23 – 06/30/26
Strategic Plan: Comprehensive Health and Development

Program Overview

CONTRACTOR will provide home visits to CalWORKs eligible pregnant individuals and to families with children 0 through 2 years of age, including those who are blind, visually impaired, or have other sensory disabilities, and their families throughout Riverside County participating in the Cal WORKs program in Riverside County.

Home visiting is an evidence-based, voluntary program that pairs new parents with a nurse or trained professional who makes regular visits to the participants home to provide guidance, coaching, and access to health and social services. The HVP supports and resources include (1) prenatal, infant and toddler care, (2) infant and child nutrition, (3) child developmental screening and assessments, (4) parent education, parent and child interaction, child development, and child care, (5) job readiness and barrier removal, and (6) domestic violence and sexual assault, mental health, and substance abuse treatment, as applicable.

675

CONTRACTOR accepts CalWORKs HVP referrals for clients who opt-in to home visiting or is an individual who is apparently eligible for CalWORKs aid and opts-in to the home visiting program. CalWORKs participants will be contacted within three (3) business days from receipt of HVP referral.

CONTRACTOR will identify CalWORKs HVP participants with up to one thousand dollars ($1000) worth of material goods, dependent on an observable need. The material goods can be used for a program participant's household related to care, health, and safety of the child and family. Some examples of appropriate use of material goods may include, but are not limited to: child safety kits, car seats, appliance repairs, adaptive equipment for children with disabilities, and resources related to child and family language and literacy needs. Material goods items are not intended to be an incentive for individuals to participate, but rather a response to the specific needs of the participant and their families. Goods purchased cannot be used to supplant materials or services already being provided through Welfare-to Work (WTW) supportive services, such as diapers and transportation.

Monthly, CONTRACTOR will collect data to track performance as required by First 5 Riverside County and California Department of Social Services to complete State report requirements (Exhibit A – CA HVP-19). CONTRACTOR will collect the following types of data monthly: Home Visiting Program Models: the total number of cases enrolled by model type. Home Visiting Program Caseload: the caseload, which includes parents or caretakers and children receiving services. Home Visiting Program Referrals and Services: referrals made to various services.

Parents as Teachers (PAT) Model
CONTRACTOR will use PAT for CalWORKs eligible families.

Parents as Teachers is an evidence-based home visiting model that promotes the optimal early development, learning and health of children by supporting and engaging their parents and caregivers. The PAT model will be offered prenatally through age 2. Goals: (1) increase parent knowledge of early childhood development and improve parenting practices, (2) provide early detection of developmental delays and health issues, (3) prevent child abuse and neglect, and (4) increase children's school readiness and school success.

CONTRACTOR will implement the model(s) with fidelity and good outcomes by providing families with regular home visits.

CONTRACTOR will provide to First 5 Riverside County aggregate data reports submitted to the national service office of PAT.

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
Home Visitation, Group Connection, and/or Linkages	CONTRACTOR will provide home visitation to children, 0 through 5 years of age, including those who are blind, visually impaired, have dual disabilities such as deaf/blind, hard of hearing, or have an aversion to tactile stimuli where the visual impairment is secondary, and/or have other sensory disabilities.	CONTRACTOR will utilize evidence-based programs and tools to provide Home Visitation services: • Parents as Teachers (PAT) Program model Depending on need: 1. Adaptation needs a) Tactile Approach to Learning (TATL) adaptation will be applied if necessary. b) The Oregon Project for Visually Impaired and Blind Preschool Children, Skills Inventory (OR Project) will be applied if necessary. c) Orientation and Mobility instruction (O&M) 2. No Adaptation needs ASQ: Ages & Stages Questionnaire *Annual Target	1. CONTRACTOR Home Visitation program will serve **15*** parents with the PAT home visitation program. (Core) 2. CONTRACTOR Home Visitation program will serve **15*** children 0 through 5 years of age with the PAT home visitation program. (Core) 3. CONTRACTOR will document the number of home visits provided to enrolled families in the PAT home visitation program. (Core) 4. CONTRACTOR will document the number of parents/families that successfully complete

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
			the PAT program. (Core) 5. CONTRACTOR will document the number of parents/families that exit the PAT program early. (Core) 6. CONTRACTOR will document the number of group connections and/or meetings, held on a monthly basis for parents and professionals. (Aggregate)
Screenings and Assessments	Children will receive initial and follow-up assessments. Assessments are conducted every 6 months with the initial conducted at the 3rd or 4th visit to allow time for the home visitor and the child to build rapport.	A modified OR Project Skills Inventory will be utilized to complete comprehensive assessments and for use with children who are blind or visually impaired. All children will receive either an initial or follow-up assessment with the OR Project Skills Inventory at least bi-annually following the fidelity of the assessment. Screenings and Assessments will be entered into the Apricot 360 database.	7. CONTRACTOR will document the number of children 0 through 5 years of age that receive an initial assessment using the OR Project Skills Inventory. (Core) 8. CONTRACTOR will document the number of children 0 through 5 years of age that receive a follow-up assessment using the OR Project Skills Inventory. (Core)

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
			9. CONTRACTOR will document the number of children 0 through 5 years of age that demonstrate improvement from pre to post-test on the follow-up OR Project Skills Inventory. (Core) 10. CONTRACTOR will complete and document a family-centered assessment within 30 days of enrollment, upon changes in the household dynamic, and at least annually thereafter, using an assessment that addresses the PAT-required areas. (Core)

678

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
Long-term Sustainability/ Public Awareness/Policy Change Agency will have a long-term sustainability plan outlining how the program will be maintained after First 5 Riverside County (F5RC) funding ends. Agency will initiate policy changes which enable stakeholder buy-in and cultural shifts at the community, family and parent/caregiver levels.	• Maintain partnerships to leverage funding from other sources and continue the program beyond the funding cycle. • Promote PAT at Community Forums, Joint Operational Meetings and channels through the Family Resource Centers. • Policies will be reviewed and inclusive of PAT program; develop referral procedures for providers and families to access the service. • As Home Visitation Collaborative evolves, CONTRACTOR is identified as a critical partner in this system approach and will participate in stakeholder convenings.	• Improve family functioning and improve lives of children and families in Riverside County.	Report public awareness/policy change activities in the Performance Narrative quarterly reports.

679

ATTACHMENT B: BUDGET

AGENCY	Max Visits per FY	Unit of Service*		FY 23/24	FY 24/25	FY 25/26	3 - YEAR TOTAL
BSS (PAT) CW /w Adjustment	185	$ 511.00	*	$ 94,370	$ 94,370	$ 94,370	$ 283,110
BSS (PAT) CW	185	$ 341.84	*	$ 63,130	$ 63,130	$ 63,130	$ 189,390
CW Material Goods				$ 7,500	$ 7,500	$ 7,500	$ 22,500
Total CW				$ 165,000	$ 165,000	$ 165,000	$ 495,000

*The Unit of Service (UOS) utilized in the budget table above is used for budgetary approval only. On an annual basis prior to July 1st, CONTRACTOR will provide a Justification of the UOS for approval to F5RC.

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **$495,000** for the duration of the Contract period as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

CONTRACT PERIOD: **05/10/23 – 06/30/26**

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: HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Addendum") supplements and is made part of (Contract CF24111 "Contract") between the RCCFC and BLINDNESS SUPPORT SERVICES("CONTRACTOR") and shall be effective as of the date the Contract is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, the RCCFC and CONTRACTOR entered into the Contract pursuant to which the CONTRACTOR provides services to the RCCFC, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to CONTRACTOR for the purposes of carrying out its obligations under the Contract; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111- 005 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Contract; and,

WHEREAS, the RCCFC is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent the RCCFC discloses PHI and/or ePHI to CONTRACTOR or CONTRACTOR creates, receives, maintains, transmits, or has access to PHI and/or ePHI of the RCCFC, CONTRACTOR is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions**. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

   A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

(1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

(a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification.

(b) The unauthorized person who used the PHI or to whom the disclosure was made;

(c) Whether the PHI was actually acquired or viewed; and,

(d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which the RCCFC participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.

C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.

K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

L. "Required by law" has the meaning given such term in 45 CFR §164.103.

M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services 22 ("HHS").

N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.

P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

2. <u>Scope of Use and Disclosure by CONTRACTOR of the RCCFC's PHI and/or ePHI.</u>

A. Except as otherwise provided in this Addendum, CONTRACTOR may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of CONTRACTOR under the Contract or to perform functions, activities or services for, or on behalf of, the RCCFC as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), CONTRACTOR may:

(1) Use PHI and/or ePHI if necessary for CONTRACTOR'S proper management and administration and to carry out its legal responsibilities; and,

(2) Disclose PHI and/or ePHI for the purpose of CONTRACTOR'S proper management and administration or to carry out its legal responsibilities, only if:

(a) The disclosure is required by law; or,

(b) CONTRACTOR obtains reasonable assurances, in writing, from the person to whom CONTRACTOR will disclose such PHI and/or ePHI that the person will:

(i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which CONTRACTOR disclosed it to the person, or as required by law; and,

(ii) Notify CONTRACTOR of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

(3) Use PHI to provide data aggregation services relating to the health care operations of the RCCFC pursuant to the Contract or as requested by the RCCFC; and,

(4) De-identify all PHI and/or ePHI of the RCCFC received by CONTRACTOR under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. <u>Prohibited Uses and Disclosures.</u>

A. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Contract or this Addendum without patient authorization or de- identification of the PHI and/or ePHI and as authorized in writing from the RCCFC.

B. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from the RCCFC or from another business associate of the RCCFC, except as permitted or required by this Addendum, or as required by law.

C. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the RCCFC would be prohibited from making.

D. CONTRACTOR shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

(1) Not to use or disclose PHI for fundraising, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;

(2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);

(3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

(4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any

act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Contract and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by the RCCFC to CONTRACTOR for services provided pursuant to the Contract.

4. Obligations of the RCCFC.

A. The RCCFC agrees to make its best efforts to notify CONTRACTOR promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by the RCCFC that may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

B. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

C. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI and/or ePHI.

D. The RCCFC agrees not to request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

E. The RCCFC agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its obligations under this Addendum and/or Contract.

5. **Obligations of CONTRACTOR.** In connection with the use or disclosure of PHI and/or ePHI, CONTRACTOR agrees to:

A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. CONTRACTOR shall promptly notify the RCCFC if CONTRACTOR is required by law to disclose PHI and/or ePHI.

C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

D. Mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.

E. Report to the RCCFC any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the CONTRACTOR agree through contract to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

G. Make available to the RCCFC, the Secretary, in the time and manner designated by the RCCFC or Secretary, CONTRACTOR'S internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the RCCFC, or created or received by CONTRACTOR on behalf of the RCCFC, for purposes of determining, investigating or auditing CONTRACTOR'S and/or the RCCFC's compliance with the Privacy Rule.

H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR **§164.502(b)(1).**

I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which CONTRACTOR shall promptly notify the RCCFC upon CONTRACTOR'S receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by the County of Riverside), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by the RCCFC.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the RCCFC to the extent CONTRACTOR is to carry out the RCCFC's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.t

6. **Access to PHI, Amendment and Disclosure Accounting.** CONTRACTOR agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, to satisfy the requirements of 45 CFR **§164.524.**

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set the RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR **§164.526.**

C. **Accounting of disclosures of PHI and electronic health record.** Assist the RCCFC to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if CONTRACTOR uses or maintains electronic health records. CONTRACTOR shall:

(1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

(2) Within fifteen (15) days of receiving a written request from the RCCFC, provide to the RCCFC or any individual as directed by the RCCFC information collected in accordance with this section to permit the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

(3) Make available for the RCCFC information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event the RCCFC discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the RCCFC ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that CONTRACTOR creates, receives, maintains, or transmits on behalf of the RCCFC in accordance with 45 CFR §164.308, §164.310, and §164.312;

B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

E. Ensure compliance with the Security Rule by CONTRACTOR'S workforce;

F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of CONTRACTOR agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

G. Report to the RCCFC any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, CONTRACTOR shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify the RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

(1) **Breaches treated as discovered.** A breach is treated as discovered by CONTRACTOR as of the first day on which such breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of CONTRACTOR (determined in accordance with the federal common law of agency).

(2) **Content of notification.** The written notification to the RCCFC relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:

(a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired, used or disclosed during the breach;

(b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

(c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

(d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

(e) A brief description of what CONTRACTOR is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

(f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by CONTRACTOR, CONTRACTOR shall cooperate with the RCCFC and shall provide the RCCFC with any information requested by the RCCFC to enable the RCCFC to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, CONTRACTOR shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to the RCCFC not later than fifteen (15)

days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If CONTRACTOR delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, CONTRACTOR shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the CONTRACTOR'S failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, CONTRACTOR agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish CONTRACTOR'S obligations to indemnify, defend and hold harmless the RCCFC under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when the RCCFC , in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code
§1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

(1) CONTRACTOR agrees to assist the RCCFC to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

(2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two

(3) business days after CONTRACTOR detects such incident. CONTRACTOR further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. Hold Harmless/Indemnification.

A. CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or

representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of the RCCFC and the County of Riverside, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.

C. The specified insurance limits required in the Contract of this Addendum shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the RCCFC and the County of Riverside herein from third party claims arising from issues of this Addendum.

D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Contract of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term**. This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by the RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside, is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Contract and will provide grounds for

terminating this Addendum and the Contract with or without an opportunity to cure the breach, notwithstanding any provision in the Contract to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

(1) Terminate the Contract and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

(2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Contract and this Addendum.

(3) If termination of the Contract is not feasible, the breaching party, upon the request of the non- breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

(1) Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by the RCCFC, destroy all PHI and/or ePHI received from the RCCFC, or created or received by the CONTRACTOR on behalf of the RCCFC, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the RCCFC. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

(2) In the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to the RCCFC of the conditions that make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as the CONTRACTOR maintains such PHI and/or ePHI.

12. <u>General Provisions.</u>

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**

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT
INVESTMENT OF FUNDS
585 Technology Court
Riverside, California 92507

RCCFC AWARD:	**CF24105 FRC Network Specialist**
CONTRACTOR:	**Blindness Support Services, Inc.**
CONTRACT TERM:	**07/1/2023 – 06/30/2026**
MAXIMUM REIMBURSABLE AMOUNT:	**$300,000**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed $300,000.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed $300,000 as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10, to provide services and results as set forth in Attachments A, B, C and D attached hereto as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, COMMISSION and CONTRACTOR have executed this Contract.

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Tammi Graham, Executive Director	Printed Name of Person Signing: Pete Benavidez
Date Signed:	Title: President & Chief Executive Officer
585 Technology Court Riverside, CA 92507-2423	Address: 3936 Beatty Drive Riverside, CA 92506
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Kristine Bell-Valdez Supervising Deputy County Counsel	ATTEST SIGNATURE:
Date Signed: 5/4/23.	Lynn M. Stephens Executive Assistant IV
	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

Contents

1. NOTICES 5
2. SOURCE AND SCOPE OF CONTRACT 5
3. DEFINITIONS 5
4. TERM 6
5. COMPLIANCE, DISALLOWANCE, WITHHOLDING 6
6. TERMINATION 6
7. REQUIREMENT OF SUPPLEMENTING PROGRAM 7
8. DATA MANAGEMENT 7
9. SCOPE OF WORK (SOW) 8
10. REIMBURSEMENT OF COSTS 8
11. FISCAL AND PROGRAM REPORTING REQUIREMENTS 9
12. REIMBURSEMENT OF FUNDS TO THE COMMISSION 10
13. COMMISSION FISCAL REQUIREMENTS 11
    - A. Budget Revisions 11
    - B. Amendments 11
    - C. Cost Allocation Plan 11
    - D. Overhead/Indirect Costs 12
    - E. Revenues Received 12
    - F. Payroll Taxes 12
14. CONTRACTOR AUDIT REQUIREMENTS 13
15. INVENTORIABLE EQUIPMENT 13
16. REVERSION OF ASSETS 14
17. TOBACCO CONTROL POLICY 14
18. CONDUCT OF BUSINESS 14
19. RECORDS MANAGEMENT AND MAINTENANCE 15
20. PUBLIC DISCLOSURE OF DOCUMENTS 16
21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION 16
22. GOVERNING LAW AND VENUE 17
23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES 17
24. PUBLICITY AND ATTRIBUTION REQUIREMENTS 18
25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY 19
26. WORK PRODUCT 19
27. NON-DISCRIMINATION 20
28. CHILD ABUSE REPORTING 20
29. DEPARTMENT OF JUSTICE CLEARANCE 20
30. ADULT AND ELDER ABUSE REPORTING 21
31. INDEPENDENT CONTRACTOR 21
32. HOLD HARMLESS/INDEMNIFICATION 21
33. INSURANCE 22
34. ASSIGNMENT 24
35. ALTERATION AND/OR AMENDMENT 24
36. CONFLICT OF INTEREST 24
37. WAIVER AND SEVERABILITY 24
38. DISALLOWANCE 25
39. OFFICIAL DOCUMENTS 25
40. ENTIRE CONTRACT 25
41. NONEXCLUSIVE CONTRACT 25
42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT 25
43. COMPLIANCE WITH LAW 25
44. CONFLICTS IN INTERPRETATION 25

45. COUNTERPARTS 26
ATTACHMENT B: BUDGET 31
ATTACHMENT C: PAYMENT PROVISIONS 32
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY 34
ATTACHMENT E: HIPAA BUSINESS ASSOCIATE AGREEMENT 35

Terms and Conditions

1. NOTICES

All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after deposit in the United States mail, postage prepaid:

COMMISSION:	CONTRACTOR:
Tammi Graham, Executive Director	Pete Benavidez
First 5 Riverside County	Blindness Support Services, Inc.
585 Technology Court	3936 Beatty Drive
Riverside, California 92507	Riverside, CA 92506

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 07/1/2023 through 06/30/2026 unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

If CONTRACTOR fails to comply with any conditions contained within this Contract, the COMMISSION may place the CONTRACTOR in a probationary status, temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost of activity not in compliance, and/or request repayment to the COMMISSION if any disallowance is rendered after audit findings. Written notification of non-compliance will be sent to the identified contact person and the CONTRACTOR'S Executive Director or other lead staff authorized by the CONTRACTOR'S governing board or ownership within twenty (20) working days.

6. TERMINATION

A. By COMMISSION: The COMMISSION may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, the CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise).

1. Termination for cause:

a. Due to Default or Breach of Contract. Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the COMMISSION may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COMMISSION provides CONTRACTOR the opportunity to cure breach within twenty (20) working days of receipt of notice, and CONTRACTOR does so to COMMISSION'S satisfaction.

b. Due to Health and Safety Concerns of Clients. The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract may also be immediately terminated at the sole discretion of the COMMISSION if the

CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

c. **Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.

e. **Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

B. **By CONTRACTOR**: CONTRACTOR may terminate this Contract in whole or in part upon thirty (30) calendar days' written notice to the COMMISSION.

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 funds shall ONLY be used to supplement a CONTRACTOR'S program. The COMMISSION endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

8. DATA MANAGEMENT

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the COMMISSION. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports (PPR), utilization of the COMMISSION developed reporting systems and Administrative Review formats and required training(s) to familiarize and implement the results-based accountability framework. The COMMISSION continues to refine its evaluative processes that will assist the COMMISSION, its CONTRACTORS and the community to successfully increase and measure the impact of the Proposition 10 in Riverside County. Where appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative

processes. Specific areas may include but are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.

B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.

C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).

D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.

E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by COMMISSION action. Reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the SOW and methodology contained in Attachment A as determined by the COMMISSION. The COMMISSION shall allocate the funds to CONTRACTOR as follows:

A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR.

If applicable, CONTRACTOR shall provide copies of the claim report submitted monthly for Medi-Cal and/or any other state or federal reimbursements. In addition, the CONTRACTOR will provide the subsequent revenue reports that will reconcile the claim reports.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due as described in paragraph one of this section. All reimbursement costs not submitted at the time of the Final Fiscal Expenditure Report will be disallowed.

Payment information, including amount, payment reduction or payment withheld may be obtained by the CONTRACTOR via the data management system.

B. Program Reporting

As requested by COMMISSION, CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR'S services or to provide information about CONTRACTOR'S program. CONTRACTOR shall report program and demographic data on participants, where appropriate, service and outcome data with measurement tools approved by COMMISSION. CONTRACTOR shall enter data (quantitative and qualitative) in the evaluation database system designated by COMMISSION. CONTRACTOR shall submit complete data, in accordance with the SOW.

1. 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.**

2. 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 30
- QUARTER 2 (October 1 – December 31): Report Due January 30
- QUARTER 3 (January 1 – March 31): Report Due April 30
- QUARTER 4 (April 1 – June 30): Report Due July 30 (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 30th 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 <u>any</u> of the conditions below are met:

a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.

b. A single-funded staff member shares time between two or more COMMISSION funded programs.

c. The same facilities and/or resources are utilized by more than one funded program.

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.

2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.

3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

E. Revenues Received

All revenue received by the CONTRACTOR (except funds received from the COMMISSION) to operate the program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

F. Payroll Taxes

The COMMISSION shall not be directly responsible for the payment of any taxes on the CONTRACTOR'S behalf. In the event that the COMMISSION is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the COMMISSION for the full value of such paid taxes plus interest and penalty, if any. Taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

G. Payor of Last Resort

CONTRACTOR shall obtain funding through sources other than the COMMISSION to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as Medi-Cal, Healthy Families, federal or state-funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. CONTRACTOR must provide written verification upon request.

14. CONTRACTOR AUDIT REQUIREMENTS

A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.

B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars ($1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars ($1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars ($1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining

items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in-whole or in-part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the COMMISSION and CONTRACTOR, where the original cost exceeded one thousand dollars ($1,000.00) shall either be: (1) used by CONTRACTOR for the services described in the SOW for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in the SOW; or (2) disposed of and proceeds paid to the COMMISSION in a manner that results in the COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR'S out of pocket expenditures using non-commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.

B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the COMMISSION funded activities. The Comprehensive Tobacco Control Policy, as attached hereto.

18. CONDUCT OF BUSINESS

CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in Termination of Contract.

A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.

C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.

D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.

G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.

H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.

I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

19. RECORDS MANAGEMENT AND MAINTENANCE

A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.

C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:

a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and

b. Submission of the Program Progress Report on a quarterly basis.

D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).

F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

CONTRACTOR acknowledges and agrees that information, communications, and documents given to the COMMISSION during meetings involving COMMISSION members, staff, finance or COMMISSION Advisory Committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the COMMISSION in order that it may fully comply with the requirements of such laws and regulations.

21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION

A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review

visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.

B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.

D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.

B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and

4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.

D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.

E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.

B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside County"

"Funded by First 5 Riverside County"

"Funded by First 5 Riverside County - the Riverside County Children & Families Commission"

"Hecho posible por medio de fondos de Primeros 5 Riverside County"

"Financiado por Primeros 5 Riverside County"

For events, conferences or programs with multiple funders, one of the following attributions shall be used:

"Funded in part by First 5 Riverside County"

"Funded in part by First 5 Riverside County - the Riverside County Children & Families Commission"

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County - Comisión de Niños y Familias del Condado de Riverside"

When space is limited (i.e., buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTOR shall contact the COMMISSION'S Public Information Specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.

C. The approved First 5 Riverside County logo (graphic) shall be used on materials specific to the COMMISSION funded program. CONTRACTOR shall use the approved First 5 Riverside County logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside County graphics attribution standard as posted on the COMMISSION public website (www.First5Riverside.org).

D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.

E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the COMMISSION. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments, hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction or proselytizing.

26. WORK PRODUCT

A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.

B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the

COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

27. NON-DISCRIMINATION

Pursuant to the Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, CONTRACTOR shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal Laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through the California Department of Health Care Services. This Contract hereby incorporates by reference the provisions of Title 2, California Code of Regulations, Section 11105 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, California Code of Regulations, Section 11105 et seq. and further agrees to include this Non-Discrimination clause in all subcontracts to perform services under this Contract.

28. CHILD ABUSE REPORTING

CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

CONTRACTOR must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

30. ADULT AND ELDER ABUSE REPORTING

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) 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 conflict in interpretation by the parties of the provisions contained in the numbered sections of this Contract and the provisions contained in the attachments hereto, the provisions of the attachments in the Contract shall prevail over those in numbered sections.

45. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

ATTACHMENT A: SCOPE OF WORK

The *Family Resource Center Network Expansion* will support families from broader population groups by increasing and expanding resources, and by providing linkages to prevention services and direct support to families with young children ages 0 through 5. The Family Resource Centers (FRCs) and Community Hubs are embedded in communities and operate at the neighborhood level to support families where they live and gather. By leveraging existing relationships and partnerships, FRCs and Community-Based Organizations will serve families and connect them to a wide range of services and supports, from responding to families in crisis to promoting children's healthy development and general well-being.

First 5 Riverside County (First 5) seeks to connect with families in convenient and familiar spaces through the FRC Network Expansion. This will allow parents/caregivers to strengthen connections to each other and their communities.

CONTRACTOR shall provide a Family Resource Center Network Specialist position (FRCNWS), office space, equipment, mileage, and/or other operational expenses to complement and enhance the existing family support services in the service areas identified as having a lower Healthy Places Index (HPI) score, including but not limited to San Jacinto, Hemet, Banning, Cabazon, Moreno Valley, Romoland, Calimesa, Anza, Riverside, and Mountain Center.

The FRCNWS will expand the resources, services, and supports families access by linking families with children to existing community-based supports, including First 5's FRCs. This strategy will provide an opportunity to build relationships with families, and act as an ambassador to both social connections, programs, and the safety net as needed and ensure continuity of care following any level of support the family is seeking. This high-level community-facing position helps identify resources for parents, caregivers, and others to strengthen connections that are responsive to each family's needs.

The job description for the FRCNWS is included in Attachment A to this scope of work. In addition to the job duties listed, the FRCNWS will be expected to:

- Attend regularly scheduled meetings with First 5 staff and peers to:
    - Develop goals, objectives, and targets for years 1, 2, and 3 of the program, including data collection requirements;
    - Participate in trainings on the use of First 5's data collection and documentation system.
    - Have access to and be required to input data into the First 5 data system, subject to the terms and conditions of the HIPAA Business Associate Agreement attached and made part of this agreement as Appendix E.
    - The minimum required data points for each family and/or individual served are included in the FRC Intake form.
- FRCNWS will provide a monthly progress report outlining at least the following:
    - A summary of outreach events and activities, including (but not limited to:
        - A Contact Log outlining
        - The name and purpose of the agency
        - Agency contact information
        - Type of engagement (i.e., attended an event or heard a presentation, etc.)
        - Engagement result (i.e., new program referral, new clients referred, new events/activities or partnerships, etc.)
- Participate in and support staffing for Community Outreach events in partnership with First 5 and the FRCs
    - FRCNWS participates in a minimum of five (5) events and/or activities per year as coordinated by First 5. This includes evening or weekend events, as necessary.

- Actively participate with First 5 staff and community stakeholders in the design and implementation of regular Communities of Practice (CoPs) that will include:
    - Training on the 5 Protective Factors
    - Professional development needed for the Family Resource Network
    - Leveraging each partner's and stakeholder's strengths (i.e., resources, services, and networks) to expand both service linkages and outreach to new populations
    - Training in data collection and tracking in F5RC's data collection system
- Participate in an annual review of this Scope of Work in support of the Network-Expansion goal of the Family Resource Centers (FRCs).

CONTRACTOR shall give at least 3 business days written notice for any changes in the staffing of the FRCNWS position. At the time CONTRACTOR gives notice of appointment of a new FRCNWS, a resume of the candidate appointed shall be included.

Respond to Emerging Needs

First 5's FRCs play a critical role in preventing child abuse and neglect, strengthening children and families, and connecting families to systems of care that focus on improving fundamental social and economic structures, environments, and conditions that support the ability of families to reach their full potential. FRCs also play a vital role in communities, serving as trusted partners that help connect children and families to resources and services that can lessen the everyday stressors that families with children face. The FRC network provides a broad range of community-wide prevention services, while also leveraging First 5's current partnerships and investments to ensure shared responsibility to improve the lives of all families in Riverside County. These include but are not limited to the following:

Help Me Grow – Inland Empire (HMG-IE), Help Me Grow is a collective approach to strengthening the early identification and intervention system. It works to ensure that all children have developmental screenings and that families can access the services they need. Community hubs are critical partners in this system approach and participate in regional stakeholder convenings.

HealthySteps is an evidence-based, team-based pediatric primary care program designed to promote nurturing parenting and healthy development for babies and toddlers. Community hubs link families served by FQHCs and health and wellness clinics to the HealthySteps programs funded through First 5 Riverside County.

Cross Systems Integration is an intentional strategic approach where programs are coordinated and integrated to simplify access and referrals, streamlining the provision of services to families, and leveraging multiple funding streams and resources. As there is a need to ensure that 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 the identification of other possible support services that address broader needs of the family. This may include, but is not limited to, early intervention services, high-quality early learning settings, health and behavioral services (including those listed above), and family support services for families of children from the prenatal through the pre-kindergarten stages.

Racial Equity and Systemic Racism: The *Family Resource Center Network Expansion* supports equitable outcomes for all children and families acting with intentionality to eliminate racial inequities and ensure all families have access to educational success, quality health care, food security, housing, socioeconomic mobility, reduced stress, and more. Through this approach, there is an opportunity to address organizational and systemic biases to advance racial equity for all communities that would positively impact children and families.

APPENDIX A: JOB DESCRIPTION

Job Title: Family Resource Center Network Specialist

Summary:
The Family Resource Center Network Specialist (FRCNWS) is a community-facing position, identifying resources for parents, caregivers, and others to strengthen connections tailored to each family's needs.

In this role, the FRCNWS engages with a variety of service providers, Family Resource Centers, community-based and faith-based organizations, and tribal governments to facilitate conversations and engage in partnership-building among agencies with the focus on improving the access to needed services and other support of local families.

The FRCNWS role also includes attending community meetings and leading and participating in networking-building activities focused on establishing collaborative partnerships throughout Riverside County to improve outcomes for children and families.

This position requires the application of knowledge and skills to educate and network with people of diverse backgrounds and cultures. The position reports to a supervisory level position within the applicant agency, who will review work for professional competence and alignment with established procedures and contracted deliverables.

The FRCNWS is expected to maintain clear, accurate, and timely data and information and is responsible for preparing administrative and program outcome reports as it relates to meeting program goals and objectives; and engaging in strategic thinking to improve and expand services for families and communities. Data and information should be focused dually on families who currently access the Family Resource Center (FRC) and families who have not accessed the FRC but could benefit from doing so, through proactive outreach and engagement. At a systems level, this position will coordinate with several service providers in the community they serve to support the design and development of a Community Network Hub. Using data, the FRCNWS will have a thorough knowledge of the community and its partnerships and contribute to building a much larger coordinated system for child abuse prevention and child well-being efforts.

Capacity meeting milestones will include: training, understanding the community needs; demonstrating knowledge of the 5 Protective Factors in Strengthening Families (as referenced in the First 5 Riverside County Strategic Plan), and building the structures to support the 5 Protective Factors.

Essential Duties

Partnership Building and Relationship Management

1. Demonstrate knowledge of available community resources including an array of early childhood and family support services as well as other community resources.
2. Conduct community outreach, presentations, and workshops.
    a. Develop a list of community events and health fairs, and arrange, organize and work closely with agency staff to ensure participation in community activities.
    b. Provide training to improve understanding of community needs.
    c. Encourage and motivate members of the communities to become involved and develop skills needed to improve their quality of life and related neighborhood issues.
3. Identify, develop, coordinate, and maintain partnerships with community groups and local coalitions within Riverside County.

a. Work collaboratively with First 5 Riverside County staff and other Community Program Staff to expand capacity and community services.
    i. Actively link and build ways to partner with health programs, public schools, Head Start programs, or other childhood educational settings.
b. Working collaboratively with First 5 Riverside County Family Resource Center staff to develop strategies and interventions to remove barriers that prevent families from accessing services.
    i. Contributes to the assessment & understanding of community needs.
    ii. Design strategies that specifically target working with organizations that serve culturally diverse communities.
c. Actively participates in cross-agency coordination and collaborative meetings.

Communications and Marketing

4. Develops, coordinates, implements, and maintains a long-range public education and awareness plan.
5. Performs public speaking activities, including:
    a. Representing the agency and FRC Network at public hearings and community functions; and
    b. Coordinating and/or participating in special community events and public recognition programs as it relates to each program and open house activities.

Case Management Support

6. Participate in case reviews/disposition, and case consultation, with home visiting program staff, FRC social workers, and other related staff as appropriate.
7. Informing home visiting program staff, FRC social workers, and other specialized community support staff of available services for families and potentially assisting staff with the referral of the family to the appropriate agency for continued care.

Administrative Duties

8. Assist in the data management of the agreed-upon program deliverables related to identifying resources and referrals for families.
    a. Assist with program start-up activities and subsequent (ongoing) statistical, recording, and reporting activities.
9. Suggest, organize, and order giveaway items and educational materials; and maintain an inventory of these supplies.
10. Supports in the preparation of program deliverables and budgets of related programs; reviews program progress and outcomes on an ongoing basis to ensure conformance with established deliverables.
11. Contributes to the evaluation of related program activities to ensure program/contract compliance with goals and objectives. Implements corrective measures as required.
12. Tracks new program initiatives and trends related to young children and families to remain updated in the field and participates in relevant training that is offered.

Qualifications

13. CONTRACTOR will be responsible to apply qualifications, experience and education background requirements necessary to fulfill this scope of work in accordance with their job-classification and HR policy framework.

ATTACHMENT B: BUDGET

ANNUAL BUDGET MUST NOT EXCEED MAXIMUM ANNUAL ALLOCATION

SAMPLE BUDGET WITH APPROVED CATEGORIES

	FY23/24	FY24/25	FY25/26	Total Contract
Personnel Expenses				
Salaries	$ 70,000	$ 70,000	$ 70,000	$ 210,000
Benefits	$ 13,636	$ 13,636	$ 13,636	$ 40,908
Salaries & Benefits	**$ 83,636**	**$ 83,636**	**$ 83,636**	**$ 250,908**
Operational Expenses				
Materials*	$ 4,000	$ 4,000	$ 4,000	$ 12,000
Mileage**	$ 4,000	$ 4,000	$ 4,000	$ 12,000
Operational Expenses	**$ 8,000**	**$ 8,000**	**$ 8,000**	**$ 24,000**
Indirect Expenses* **	**$ 8,364**	**$ 8,364**	**$ 8,364**	**$ 25,091**
Total Expenses	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 300,000**

* Materials encompasses goods for Advertising/ Outreach Marketing, Office Supplies, Program Materials.

** Travel constitutes mileage to from corporate home office to outreach and networking events, training, and conferences attended by FRCNWS in the execution of duties.

*** Indirect Expenses are calculated as 10% of Personnel Expenses (Salaries & Benefits Only). No backup documentation is required for the Indirect Expenses as it is directly related to the Salaries and Benefits.

CONTRACTOR must submit a budget to First 5 for approval before July 1st of each fiscal year.

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **$300,000** for the duration of the Contract period as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

CONTRACT PERIOD: **07/1/2023 – 06/30/2026**

1. Method, Time, and Schedule Conditions of Payment

   a. The COMMISSION will disburse funds on a reimbursement payment process based on the Contract Budget (Attachment "B") amount for the applicable fiscal year and monthly report submissions. Payment will be rendered thirty (30) business days from submission of all required documentation and/or the reporting deadline.

   b. Disbursement of any payment of funds to CONTRACTOR shall be made so long as all of the following conditions have been met:

      1. The Contract has been approved by the COMMISSION;
      2. The Contract has been fully executed by all parties;
      3. All applicable licenses to comply with the terms of the SOW are current and valid;
      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 of materials with copies of invoices and/or receipts, mileage report(s), copies of check(s) or proof of payment;
      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; 3) if the funded position is vacant; or 4) 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 the 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.

Funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget.

d. 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.

e. The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food are based on the current IRS allowable rate.

f. 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: HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Addendum") supplements and is made part of (Contract CF24105 "Contract") between the RCCFC and **Error! Reference source not found.**("CONTRACTOR") and shall be effective as of the date the Contract is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, the RCCFC and CONTRACTOR entered into the Contract pursuant to which the CONTRACTOR provides services to the RCCFC, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to CONTRACTOR for the purposes of carrying out its obligations under the Contract; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111- 005 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Contract; and,

WHEREAS, the RCCFC is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent the RCCFC discloses PHI and/or ePHI to CONTRACTOR or CONTRACTOR creates, receives, maintains, transmits, or has access to PHI and/or ePHI of the RCCFC, CONTRACTOR is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and
conditions on such uses and disclosures.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions**. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

   A. "Breach" when used in connection with PHI means the acquisition, access, use or

disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

(1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

(a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification.

(b) The unauthorized person who used the PHI or to whom the disclosure was made;

(c) Whether the PHI was actually acquired or viewed; and,

(d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which the RCCFC participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.

C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.

K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

L. "Required by law" has the meaning given such term in 45 CFR §164.103.

M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services 22 ("HHS").

N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.

P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

2. <u>Scope of Use and Disclosure by CONTRACTOR of the RCCFC's PHI and/or ePHI.</u>

A. Except as otherwise provided in this Addendum, CONTRACTOR may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of CONTRACTOR under the Contract or to perform functions, activities or services for, or on behalf of, the RCCFC as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), CONTRACTOR may:

(1) Use PHI and/or ePHI if necessary for CONTRACTOR'S proper management and administration and to carry out its legal responsibilities; and,

(2) Disclose PHI and/or ePHI for the purpose of CONTRACTOR'S proper management and administration or to carry out its legal responsibilities, only if:

(a) The disclosure is required by law; or,

(b) CONTRACTOR obtains reasonable assurances, in writing, from the person to whom CONTRACTOR will disclose such PHI and/or ePHI that the person will:

(i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which CONTRACTOR disclosed it to the person, or as required by law; and,

(ii) Notify CONTRACTOR of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

(3) Use PHI to provide data aggregation services relating to the health care operations of the RCCFC pursuant to the Contract or as requested by the RCCFC; and,

(4) De-identify all PHI and/or ePHI of the RCCFC received by CONTRACTOR under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. <u>Prohibited Uses and Disclosures.</u>

A. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Contract or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from the RCCFC.

B. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from the RCCFC or from another business associate of the RCCFC, except as permitted or required by this Addendum, or as required by law.

C. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the RCCFC would be prohibited from making.

D. CONTRACTOR shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

(1) Not to use or disclose PHI for fundraising, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR **§164.508;**

(2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR **§164.508(a)(3);**

(3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

(4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Contract and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by the RCCFC to CONTRACTOR for services provided pursuant to the Contract.

4. Obligations of the RCCFC.

A. The RCCFC agrees to make its best efforts to notify CONTRACTOR promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by the RCCFC that may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

B. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

C. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI and/or ePHI.

D. The RCCFC agrees not to request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

E. The RCCFC agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its obligations under this Addendum and/or Contract.

5. Obligations of CONTRACTOR. In connection with the use or disclosure of PHI and/or ePHI, CONTRACTOR agrees to:

A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. CONTRACTOR shall promptly notify the RCCFC if CONTRACTOR is required by law to disclose PHI and/or ePHI.

C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

D. Mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.

E. Report to the RCCFC any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the CONTRACTOR agree through contract to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

G. Make available to the RCCFC, the Secretary, in the time and manner designated by the RCCFC or Secretary, CONTRACTOR'S internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the RCCFC, or created or received by CONTRACTOR on behalf of the RCCFC, for purposes of determining, investigating or auditing CONTRACTOR'S and/or the RCCFC's compliance with the Privacy Rule.

H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR **§164.502(b)(1).**

I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which CONTRACTOR shall promptly notify the RCCFC upon CONTRACTOR'S receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by the County of Riverside), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by the RCCFC.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the RCCFC to the extent CONTRACTOR is to carry out the RCCFC's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.t

6. **Access to PHI, Amendment and Disclosure Accounting**. CONTRACTOR agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, to satisfy the requirements of 45

CFR
§164.524.

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set the RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR
§164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist the RCCFC to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if CONTRACTOR uses or maintains electronic health records. CONTRACTOR shall:

(1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

(2) Within fifteen (15) days of receiving a written request from the RCCFC, provide to the RCCFC or any individual as directed by the RCCFC information collected in accordance with this section to permit the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

(3) Make available for the RCCFC information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event the RCCFC discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the RCCFC ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that CONTRACTOR creates, receives, maintains, or transmits on behalf of the RCCFC in accordance with 45 CFR §164.308, §164.310, and §164.312;

B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

E. Ensure compliance with the Security Rule by CONTRACTOR'S workforce;

F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of CONTRACTOR agree through

contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

G. Report to the RCCFC any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, CONTRACTOR shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify the RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

(1) **Breaches treated as discovered.** A breach is treated as discovered by CONTRACTOR as of the first day on which such breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of CONTRACTOR (determined in accordance with the federal common law of agency).

(2) **Content of notification.** The written notification to the RCCFC relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:

(a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired, used or disclosed during the breach;

(b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

(c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

(d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

(e) A brief description of what CONTRACTOR is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

(f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by CONTRACTOR,

CONTRACTOR shall cooperate with the RCCFC and shall provide the RCCFC with any information requested by the RCCFC to enable the RCCFC to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, CONTRACTOR shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to the RCCFC not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If CONTRACTOR delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, CONTRACTOR shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the CONTRACTOR'S failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, CONTRACTOR agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish CONTRACTOR'S obligations to indemnify, defend and hold harmless the RCCFC under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when the RCCFC , in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code
§1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

(1) CONTRACTOR agrees to assist the RCCFC to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

(2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two

(3) business days after CONTRACTOR detects such incident. CONTRACTOR further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and

acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

A. CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of the RCCFC and the County of Riverside, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.

C. The specified insurance limits required in the Contract of this Addendum shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the RCCFC and the County of Riverside herein from third party claims arising from issues of this Addendum.

D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Contract of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by the RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside,

is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. Termination.

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Contract and will provide grounds for terminating this Addendum and the Contract with or without an opportunity to cure the breach, notwithstanding any provision in the Contract to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

(1) Terminate the Contract and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

(2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Contract and this Addendum.

(3) If termination of the Contract is not feasible, the breaching party, upon the request of the non- breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

(1) Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by the RCCFC, destroy all PHI and/or ePHI received from the RCCFC, or created or received by the CONTRACTOR on behalf of the RCCFC, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the RCCFC. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

(2) In the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to the RCCFC of the conditions that make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as the CONTRACTOR maintains such PHI and/or ePHI.

12. General Provisions.

A. **Retention Period.** Whenever CONTRACTOR is required to document or maintain documentation pursuant to the terms of this Addendum, CONTRACTOR shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the RCCFC to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

C. **Survival.** The obligations of CONTRACTOR under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Contract that conflict or appear inconsistent with any provision in this Addendum.

F. **Interpretation of Addendum.**
(1) This Addendum shall be construed to be part of the Contract as one document. The purpose is to supplement the Contract to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.

(2) Any ambiguity between this Addendum and the Contract shall be resolved to permit the RCCFC to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

G. **Notices to the RCCFC and County of Riverside.** All notifications required to be given by CONTRACTOR to the RCCFC and County of Riverside pursuant to the terms of this Addendum shall be made in writing and delivered to the RCCFC and County of Riverside both by fax and to all the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as the RCCFC and County of Riverside may hereafter designate. All notices to the RCCFC and County of Riverside provided by CONTRACTOR pursuant to this Section shall be deemed given or made when received by the RCCFC and County of Riverside.

County HIPAA Privacy Officer:	**HIPAA Privacy Manager**
County HIPAA Privacy Officer Address:	**P.O. Box 1569** **Riverside, CA 92502**
County HIPAA Privacy Officer Fax Number:	**(951) 955-HIPAA or (951) 955-4472**

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)** **743**

AGENDA ITEM: 23-25
DATE OF MEETING: May 10, 2023
ACTION: ☒
INFORMATION: ☐

AUTHORIZE CONTINUED PARTNERSHIP FOR THE INITIATIVE IMPROVE AND MAXIMIZE PROGRAMS SO ALL CHILDREN THRIVE (IMPACT) LEGACY FUNDING FROM FIRST 5 CALIFORNIA JULY 2023 – JUNE 2027 AND AUTHORIZE REQUIRED PROP 10 MATCH FUNDS (NOT TO EXCEED $2,000,000)

SUMMARY OF REQUEST

Application submittal in response to Regional Consortia Request for Applications (RFA) for First 5 California - Improve and Maximize Programs so All Children Thrive – IMPACT Legacy.

Authorize the Executive Director to submit the required application, accept the funds as awarded, and execute contracts based on the First 5 California Agreement for Region 9 Consortia.

Authorize a local investment of Proposition 10 funds as the required match for Riverside County. First 5 Riverside County will continue to serve as the regional consortia lead agency for the IMPACT Legacy 4-year funding allocation. The grant term is projected to begin July 2023 and end June 2027. First 5 California (F5CA) Commission has committed $125,828,000 as the final statewide investment in Quality Counts California initiative.

BACKGROUND

IMPACT Legacy is a comprehensive effort to enhance the quality of early learning and care (ELC) and support the workforce, with a focus on addressing the needs of the whole child, including health, behavioral health, child development, and family strengthening. It is part of Quality Counts California (QCC), the statewide Quality Rating and Improvement System led by F5CA, the California Department of Education (CDE), and the California Department of Social Services (CDSS). IMPACT Legacy is the final investment from F5CA in the local implementation of QCC and will provide the support and innovation needed to maintain sound infrastructure and encourage growth as the state system works towards a more sustainable statewide model.

IMPACT Legacy implementation will be coordinated at the regional level to create efficiencies and promote a more equitable system. A Regional Consortia structure will allow for counties within a region to benefit from reduced administrative burden while building regional systems and reducing duplication. First 5 Riverside County will be responsible for responding to the Regional Consortia RFA, describing oversight of the duties of the Regional Consortia, and ensuring that the functions identified are executed within the region with maximum efficiency.

March 11, 2020 (Action Item 20-12). The commission authorized the Executive Director to apply in partnership with Riverside County Office of Education for Quality Counts California Local Consortia and Partnership Grants. First 5 Riverside served as the lead agency for the IMPACT 2020 3-year funding allocation in the amount of $3,412,988 and authorized the use of Proposition 10 funds as the required match in the amount not to exceed $2,000,000 for the same period. The grant term project period is from July 2020 and ends June 2023.

January 13, 2016 (Action Item 16-05). The commission authorized the Executive Director to execute the Local Area Agreement with First 5 California for IMPACT program participation and administer the contract with the term period being July 1, 2015, through June 30, 2020.

RECOMMENDED ACTION

That the Commission:

1. Authorize the Executive Director to submit the required application for IMPACT Legacy for four years (FY 2023-24 through FY 2026-27); and
2. Based on the Grant Award Notification from First 5 California, authorize the Executive Director to sign agreements and accept the funds on behalf of Region 9, subject to County Counsel approval as to form; and
3. Based on the Grant Award Notification from First 5 California, authorize the Executive Director to sign, subject to County Counsel approval, contracts with regional consortia as allocated by First 5 California to include First 5 Orange County, First 5 San Bernardino, First 5 Imperial on behalf of the Commission, subject to County Counsel approval as to form; and
4. Based on the Grant Award Notification from First 5 California, authorize the Executive Director to execute contracts with existing partner agencies for data system and consulting services; and.
5. Authorize the use of local Proposition 10 funds not to exceed $2,000,000 for Riverside County's required match IMPACT Legacy Funding Requirements; and

6. Authorize the Executive Director, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of contracts, 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

Upon notification of the award, budget adjustments will be processed to include associated revenue and corresponding contracts tied to this initiative. Revenue Account: 938001-25800-**755870**. Appropriation 2 – Contracts: 938001-25800-**92930-527980/525440**). Additional funding will be included in the subsequent fiscal year's proposed budget.

STRATEGIC PLAN RELEVANCE

Goal: 1 Quality Early Learning – IMPACT (92930)

POTENTIAL CONFLICTS OF INTEREST

None

ATTACHMENTS

1. First 5 California IMPACT Legacy Action Item 23-25

ITEM # 8

October 27, 2022

☐ INFORMATION ☒ ACTION

SUBJECT: Improve and Maximize Programs so All Children Thrive Legacy

Strategic Priority Area I: Children and Families

Goal: All children thrive by achieving optimal health prenatal through age 5.

Strategic Priority Area II: Child Development

Goal: All children birth through age 5 have high-quality, nurturing environments that ensure their learning readiness.

RECOMMENDATION

First 5 California (F5CA) staff recommends the Commission approve Improve and Maximize Programs so All Children Thrive (IMPACT) Legacy funding authorization for $125,828,000 over four years (FY 2023–24 through FY 2026–27).

SUMMARY OF THE ISSUE

The purpose of this item is to request authorization to fund Improve and Maximize Programs so All Children Thrive (IMPACT) Legacy. This item builds upon the conceptual design presented to the Commission on July 28, 2022, and incorporates input from F5CA leadership, the Program Advisory Committee, First 5 county commissions, and other partners.

Overview

IMPACT Legacy is a comprehensive effort to enhance the quality of early learning and care (ELC) and support the workforce, with a focus on addressing the needs of the whole child, including health, behavioral health, child development, and family strengthening. It is part of Quality Counts California (QCC), the statewide Quality Rating and Improvement System led by F5CA, the California Department of Education (CDE), and the California Department of Social Services (CDSS). IMPACT Legacy implementation will be coordinated at the regional level to create efficiencies and promote a more equitable system. IMPACT Legacy is the final investment in local implementation of QCC and will provide the support and innovation needed to maintain

sound infrastructure and encourage growth as the state system works towards a more sustainable statewide model.

Background

QCC is an existing statewide system to support and improve quality in ELC settings, specifically those that are less resourced. F5CA has been an integral partner in the development and implementation of QCC, beginning in 2015 with First 5 IMPACT funding, which expanded the system from sixteen Race to the Top – Early Learning Challenge Grant pilot counties in 2012, to all of California's 58 counties participating today. Regional Hubs were established to support QCC consortia in addressing their needs collectively, encourage consistent access across programs in different counties, maximize efficiencies, and minimize duplication of efforts. Hubs coordinate the sharing of resources, training, and other elements of the QCC Quality Continuum Framework. F5CA intends to continue efforts to standardize services, increase equity across consortia and sites, and to make QCC programs more effective through streamlining administration of technical assistance, professional development, incentives, and stipends. As F5CA priorities shift away from formal ratings (and the costly certification structures associated with them) to more thoroughly fund access to activities that directly improve quality, IMPACT Legacy will provide the infrastructure to lift up ELC settings serving our most high impact children, families, and communities.

F5CA, CDE, and CDSS have a continued commitment to QCC and are working collaboratively toward a more equitable ELC system. The three agencies continue to support QCC's mission to ensure that all children experience high-quality early learning and care that includes warm, nurturing adult-child relationships, engaging and culturally informed learning opportunities and materials, and safe and healthy environments to support their growth and development and to prepare them for success in school and life.

Alignment

This new funding cycle represents an opportunity to advance our respective agencies' missions and our collective identity as QCC. F5CA is actively working with CDSS and CDE to align targets, timelines, priorities, and data collection, and to streamline reports, invoicing processes, and procedures.

Regional Consortia Structure

A Regional Consortia structure will allow for counties within a region to benefit from reduced administrative burden while building regional systems and reducing duplication. First 5 county commissions will be prioritized to apply as Regional Lead Agencies. Each Lead Agency will be responsible for responding to the Regional Consortia Request for Applications (RFA), describing how they will oversee the duties of the Regional Consortia, and ensure that the functions identified are executed within the region with maximum efficiency. A Regional Consortia Lead Agency will receive funding to administer their responsibilities and support local activities as appropriate (to be outlined in the Regional Consortia RFA).

IMPACT Legacy Supports Children and Families

In alignment with the California Children and Families Act, the 2019 Strategic Plan, and F5CA's North Star[1] and Audacious Goal[2], the purpose of IMPACT Legacy is to expand access to quality ELC. IMPACT Legacy will prioritize children's healthy development, the well-being of the workforce, and culturally responsive family engagement.

To accomplish the purpose, IMPACT Legacy will:

1. Expand Access to Quality

IMPACT Legacy will prioritize investments that support and retain a valued workforce in center- and home-based ELC settings not already receiving quality support. In delivering outreach, engagement activities, and incentives to these populations, this investment will:

- Support regional needs assessment efforts for the purpose of targeted engagement and recruitment
- Direct recruitment efforts to include new settings with a focus on home-based sites
- Endorse processes and procedures that welcome diverse families, including multilingual learners
- Address implicit bias and barriers to participation

2. Improve Adult-child Interactions

IMPACT Legacy will focus improvements on adult-child interactions in the areas of trauma-informed practice, culturally responsive care, and authentic family engagement for children's social and emotional health. This will be accomplished through strategic, focused professional growth opportunities and coaching tailored to individual site and staff needs in:

- Classroom and environment observations
- Effective program management
- Emerging best practices to address challenging behaviors, and to reduce suspension and expulsion
- Child-level assessments
- Research-based curriculum

[1] ***North Star:*** *Trauma-informed, healing-centered, and culturally responsive systems promote the safe, stable, nurturing relationships and environments necessary to eliminate inequities and ensure healthy development for all children.*

[2] ***Audacious Goal:*** *In a generation, all children 0–5 will have the safe, stable, nurturing relationships and environments necessary to achieve healthy development.*

3. Enhance Family Engagement

IMPACT Legacy will build provider capacity to authentically engage families in decision making, utilizing their expertise regarding their child's development, and incorporating their values into each child's education and care. Strong family engagement, driven by culture and values of the families, is an important component in children's healthy development and early learning experiences. Family engagement will be enhanced through workforce supports, including:

- Equity-focused coaching
- Professional development (PD) opportunities for teachers and administrators
- Teacher practice that celebrates community culture in the classroom or care setting

4. Coordinate Statewide Efforts Toward Sustainability

IMPACT Legacy will work with State Agency partners to advance Administration priorities, achieve sustainability, and further efforts to onboard and retain a diverse, highly qualified, and respected ELC workforce. Sustainability will be promoted by:

- Advocating for state policies to improve workforce compensation
- Evaluating IMPACT Legacy implementation to identify efficiencies and promising practices for long-term use
- Reflecting and monitoring system operations to ensure equity in policy and practice
- Funding the statewide professional workforce data system to ensure information is widely available

State-level Infrastructure

IMPACT Legacy will continue its focus on PD for ELC professionals and the coaches, trainers, and technical assistance providers serving them. IMPACT Legacy will include development projects, pilots, and evaluation studies at the program/site and teacher/provider level.

Development projects may include the following, pending equity audit results, input from QCC leadership, and other stakeholder discussions:

- Badging/micro-credential concept development and expansion
- Apprenticeship development and expansion
- Community engagement leadership/champions cohort
- Coordinated revision of the QCC Quality Continuum Framework, including refined engagement and quality improvement priorities and resources

The California Early Care and Education Workforce Registry (Registry) is currently the repository for the state's ELC workforce information, including training, education, and professional credentials. IMPACT Legacy will fund Registry operations through FY 2024–25 to ensure data is available to state policymakers to inform future policy related

to workforce compensation, and to improve state efficiencies for the ELC field. F5CA will support the transfer of operational responsibility of the Registry to another entity in the state.

A portion of the IMPACT Legacy funding will be reserved by the state to contract for ongoing administrative support for the management, coordination, and communication between QCC funders.

System Evaluation

IMPACT Legacy funding will include evaluation projects to further equity in the ELC system, promote best practices in care settings and classrooms, and support state policies to increase field/site retention. An IMPACT Legacy evaluation plan will be informed by the QCC Equity Audit currently in process, and will be developed in coordination with state partners, the Research and Evaluation Advisory Committee, regional/local implementation partners, and input from practitioners and community.

SUMMARY OF PREVIOUS COMMISSION DISCUSSION AND ACTION

On July 28, 2022, the Commission heard F5CA staff proposals for future investments. Commissioners requested that the IMPACT Legacy be brought back as an Action Item for funding authority.

FISCAL DETAIL

Fund Account	FY 2023–24	FY 2024–25	FY 2025–26	FY 2026–27	TOTAL
Education	$13,000,000	$13,000,000	$13,000,000	$13,000,00	$52,000,000
Child Care	$11,707,000	$11,707,000	$11,707,000	$11,707,00	$46,828,000
Research and Development	$8,600,000	$8,600,000	$4,900,000	$4,900,000	$27,000,000

The total funding request of $12,828,000 will be distributed across three fund accounts: Education, Child Care and Research and Development. The reduction in spending within the Research and Development account in the final two fiscal years is reflective of the end of a two-year contract to support the Early Care and Education Workforce Registry, which is currently planned to be transferred to the CA Department of Social Services in the 2025-26 Fiscal Year.

ATTACHMENTS

None.

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 **752**

AGENDA ITEM: 23-26
DATE OF MEETING: May 10, 2023
ACTION: ☒
INFORMATION: ☐

ADOPT FISCAL YEAR 2023/2024 ANNUAL BUDGET OF FIRST 5 RIVERSIDE COUNTY CHILDREN & FAMILIES COMMISSION

SUMMARY OF REQUEST

Adopt the Fiscal Year (FY) 2023/2024 annual budget inclusive of Fund 25800 and Fund 25820. Budget reflects an estimate of $34,717,275 in revenues, which includes $10,000,000 of American Rescue Plan Act (ARPA) funds. Contract expenditures total $24,600,000 (ARPA funds $5,000,000) and operating expenditures total $16,793,389 (ARPA funds $5,000,000). Proposed fund balance draw is $6,676,114 to augment revenue in support of proposed expenditures.

BACKGROUND

In accordance with the California Children and Families Act of 1998, the Children and Families Commission for Riverside County, also known as First 5 Riverside County, is required to adopt a budget on an annual basis in support of its adopted strategic plan.

BUDGET SUMMARY

Revenue – Fund 25800 ($24,717,275): Reflects a net decrease of $4,049,117 from the prior fiscal year as noted below:

- *Proposition 10 & Proposition 56* – a decrease of $3,476,372.
- *State of California* – a net decrease of $2,118,635 primarily based on the sunsetting of the IMPACT grant. The new IMPACT Legacy grant is pending application and award for FY 23/24.
- *Program Revenue* – a net decrease of $250,000 from RCOE reimbursement for early childhood education related work.
- *Reimbursement for Salaries* – a increase of approximately $1.5 million due to an increase of CalWORKs funding and Family Resource Center operational support.
- *Interest Revenue* – an increase of $250,000.

Salaries and Benefits – Fund 25800 ($8,285,045): Reflects a net increase of $529,345 as compared to the previous fiscal year. Full time equivalents remain at 68.5 positions. Reclassification of positions were approved in FY 22/23 to meet department and community needs.

Operating Expenditures – Fund 25800 ($2,708,344): A net decrease of $538,478 from prior fiscal year primarily due to operational savings in county support services and security guard services. Also, program training materials that are no longer allocated for FY23/24.

Contracts – Fund 25800 ($19,600,000): Reflects a net decrease of approximately $2.6 million from prior fiscal year due to reductions in contract budgets, changes in scope, and expiration of contracts. Approximately, $3.6M (19%) of contract allocation is supported by reimbursement of external funding. Any remaining funding necessary to support services and supports to the community will be presented in July, and if necessary, budget adjustments will be presented.

- Partner Agency contracts allocated in the following strategic plan goal areas:

Strategic Goal Areas		Contract Allocation
Quality Early Learning	$	7,478,891
Comprehensive Health & Development	$	7,469,471
Resilient Families	$	2,464,000
Countywide (Admin/Eval)	$	252,820
Total	**$**	**17,665,182**

Capital Expenditures – Fund 25800 ($800,000): No change from prior fiscal year budget. Funding supports building improvement expansion of undeveloped space at 585 Technology Court.

AMERICAN RESCUE PLAN ACT (ARPA) FUND – 25820

On January 24, 2023, the Board of Supervisors (BOS) allocated an additional $8 million of ARPA funds (25820) for the continuation of Early Care & Education Recovery. With the previous $15M of ARPA funding allocated in October 2021 (21-40), the department has oversight of a total of $23M of ARPA funds (25820) to stabilize and expand availability of Early Care & Education (ECE) to support the return of working families to the workforce. Strategies include wage enhancement for the ECE workforce, recruitment of ECE businesses to provide subsidized care for children, and child care infrastructure. As noted in Attachment 2, the ARPA fund (25820) budget has been adjusted to reflect prior year spending. Revenues for FY23/24 are budgeted at $10 million and expenditures at $5 million for contracts and $5 million for wage enhancement for the ECE workforce. Adjustments will be made, if necessary, to reflect actuals.

RECOMMENDED ACTION

That the Commission:

1. Adopt the FY 2023/24 budget (Funds 25800 and 25820) as proposed.

2. Authorize the Executive Director or Designee to:
    a. Expend funds for the line items specified by a specific vendor under the Operational Expense section of this budget (excluding Operational Contracts). Requisitions or purchases at or above the $50,000 authority limit associated with these items are referenced below. Computer equipment will be purchased from either vendor depending upon availability but will not exceed the total amount; and

Vendor - Description		Total
First 5 Association - Membership Dues & Policy Fund	$	50,000
Total Plan and/or GM Business Interiors - Office Reconfigurations	$	200,000
Golden State Technology and/or Saitech - Computers & related equipment	$	90,000

    b. Execute documents and coordinate appropriate actions to expend funds in accordance with established Commission policy and as set forth in the attached budget.

BUDGET IMPACT

Not applicable

POTENTIAL CONFLICTS OF INTEREST

None known

ATTACHMENTS

1. Summary – FY 2023/2024 Combined Funds, Prop 10 Fund 25800, and ARPA Fund 25820

SUMMARY
FY 23/24 PROPOSED BUDGET - COMBINED FUNDS

	Fund: 25800	*Fund: 25820*	
	PROP 10	**ARPA**	**Combined Total**
Revenue	$ 24,717,275	$ 10,000,000	$ 34,717,275
Approp 1 (Salaries & Benefits)	$ 8,285,045	$ -	$ 8,285,045
Approp 2 (Operational Expenses)	$ 2,708,344	$ 5,000,000	$ 7,708,344
Sub Total	$ 10,993,389	$ 5,000,000	$ 15,993,389
Approp 2 Contracts/MOUs Only	$ 19,600,000	$ 5,000,000	$ 24,600,000
Approp 4 - Capital Assets	$ 800,000	$ -	
TOTAL APPROPRIATIONS	$ 31,393,389	$ 10,000,000	$ 41,393,389
TOTAL REVENUE	$ 24,717,275	$ 10,000,000	$ 34,717,275
Variance (Proposed Fund Balance Draw)	$ 6,676,114	$ -	$ 6,676,114

Action Item: 23-26
Attachment: 1

Riverside County Children & Families Commission

FY 2023-2024

First 5 Riverside County Budget Summary

938001-25800 (CFARC)

Description	ACCOUNT	REVISED FY 21/22 BUDGET	FY 23/24 BUDGET
REVENUE	7xxxxx		
Interest-Invested Funds	740020	100,000	350,000
CA - Tobacco Prop 10	754000	16,551,140	13,074,768
CA - Prop 56 Tobacco Act 2016	754020	3,500,000	3,500,000
F5CA (IMPACT, DLL, HV)	755870	2,118,635	
Program Revenue	781480	250,000	-
Reimbursement for Salaries - (CalWORKs)	777520		5,292,507
Reimbursement for Salaries - (FRCs)	777540	3,672,117	2,500,000
Reimbursement for Salaries - (FRCs)	777540	2,574,500	-
TOTAL REVENUE		$ 28,766,392	$ 24,717,275
APPROP 1 - Salaries and Benefits	51xxxx	7,755,700	8,285,045
APPROP 2 - Services and Supplies	52xxxx	3,246,822	2,708,344
SUBTOTAL		$ 11,002,522	$ 10,993,389
APPROP 2 - Contracts and MOUs		22,216,938	19,600,000
TOTAL CONTRACTS AND MOUs		$ 22,216,938	$ 19,600,000
APPROP 4 - Capital Assets	542060	800,000	800,000
TOTAL APPROP CAPITAL ASSETS		$ 800,000	$ 800,000
TOTAL APPROPRIATIONS		$ 34,019,460	$ 31,393,389
TOTAL REVENUES		$ 28,766,392	$ 24,717,275
VARIANCE		$ (5,253,068)	$ (6,676,114)

Action Item: 23-26
Attachment: 1

Riverside County Children & Families Commission

FY 2023-2024

First 5 Riverside County Budget Summary

938001-25820 (ARPA Fund)

Description	ACCOUNT	REVISED FY22/23 BUDGET	FY 23/24 BUDGET
REVENUE	7xxxxx		
Fed-American Rescue Plan Act	763520	9,797,425	10,000,000
TOTAL REVENUE		**$ 9,797,425**	**$ 10,000,000**
Special Program Expense	527780	9,594,850	5,000,000
Contracts	527980	202,575	5,000,000
TOTAL EXPENDITURES		**$ 9,797,425**	**$ 10,000,000**
TOTAL APPROPRIATIONS		**$ 9,797,425**	**$ 10,000,000**
TOTAL REVENUES		**$ 9,797,425**	**$ 10,000,000**
VARIANCE		**$ -**	**$ -**

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 **759**

AGENDA ITEM: 23-27
DATE OF MEETING: May 10, 2023
ACTION: ☒
INFORMATION: ☐

**APPROVE SECOND AMENDMENT WITH RIVERSIDE COUNTY OFFICE OF EDUCATION FOR THE FIRST 5 RIVERSIDE HYBRID ALTERNATIVE PAYMENT PROGRAM (CONTRACT CF22116)
FROM JULY 1, 2021 – JUNE 30, 2023
[$7,094,680 - PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve Contract Amendment No. 2 (Contract CF22116) with Riverside County Office of Education (RCOE) for an amount not to exceed $7,094,680 effective July 1, 2021 – June 30, 2023, for the First 5 Riverside County Hybrid Alternative Payment Program (F5 RHAP). Approval of this amendment increases the contract amount by $1,094,680 from $6,000,000 to $7,094,680 to support subsidized reimbursement and quality tier incentive program for eligible children 0 through 5 years of age.

BACKGROUND

F5 RHAP is a subsidized reimbursement program that provides scholarship slots for families with children 0 through 5 years of age that meet eligibility criteria to access early care and education in quality settings. F5 RHAP leverages state and local alternative payment funds, and then layers additional funding to enhance program quality by retention of qualified teachers and necessary improvements to early learning environments.

The F5 RHAP scholarships allows flexibility to support newly onboarded Alternative Payment providers with direct referral opportunities to enroll families up to 12 months and bridges enrollment of Migrant families in the Eastern Coachella Valley to provide immediate access to services through RHAP while families are completing the enrollment process for the California Alternative Payment Program. The additional scholarships slots have been consistently utilized in 2022-23.

March 10, 2021 (Action Item 21-08) the Commission approved Contract No. 22116 with Riverside County Office of Education (RCOE) for an amount not to exceed $6,000,000

effective July 1, 2021 – June 20, 2023, for the First 5 Riverside Hybrid Alternative Payment (RHAP) Program.

May 11, 2016 (Action Item 16-09), the Commission approved Contract No. 16121 with RCOE for RHAP to support a subsidized reimbursement and quality incentive program for low-income children 0 through 5 years of age to access early learning education in quality settings through a systems approach. The contract was reduced in 2019 after RCOE received increased State funding for the California Alternative Payment Program, and in 2020 amended to include subsidy for essential workers under the COVID-19 pandemic.

RECOMMENDED ACTION
That the Commission:

1. Approve Contract No. CF22116 with Riverside County Office of Education for an amount not to exceed $7,094,680 effective July 1, 2021 – June 30, 2023, for the First 5 Riverside County Hybrid Alternative Payment Program (RHAP) in substantially the same form as the draft Contract as 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. CF22116, 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 FY 22/23 budget (938001-25800-92950-527980).

STRATEGIC PLAN RELEVANCE
Goal 1: Quality Early Learning

POTENTIAL CONFLICTS OF INTEREST
Commissioner Edwin Gomez, Ed.D, County Superintendent of Schools
Commissioner Elizabeth Romero, Riverside County Office of Education Board Member

ATTACHMENTS

1. RCOE Second Amendment CF22116 Contract

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT INVESTMENT OF FUNDS

CF22116 AMENDMENT 2

Contractor: **Riverside County Office of Education (RCOE)**

Contract No.: **CF22116** (RHAP)

Address: **3939 Thirteenth Street**
Riverside, CA 92501

WHEREAS, the Riverside County Children and Families Commission ("Commission") has entered into a Contract for Professional Services ("Contract") with Riverside County Office of Education ("Contractor") for the provision of services, and the parties now wish to amend the Contract, to be effective as of July 1, 2021 (CF22116 Amendment").

Now, therefore, the parties agree to amend the Contract as follows:

A. Section 3. Compensation is amended to read as follows:

COMPENSATION: The total amount of compensation to be paid to CONTRACTOR for the services to be provided pursuant to this Contract (including any and all costs incurred by CONTRACTOR) shall not exceed SEVEN MILLION NINETY-FOUR THOUSAND SIX HUNDRED EIGHTY ($7,094,680).

B. Exhibit B, Budget has been deleted in its entirety and replaced as attached.
Funding Period: July 1, 2021 – June 30, 2023: $6,000,000
FY2024 Estimate: July 1, 2021 – June 30, 2023: $7,094,680
Increase Requested: $1,094,680

C. All other terms and conditions of the Contract, as amended, shall remain in full force and effect.

/ / /

/ / /

/ / /

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this CF22116 Amendment.

CONTRACTOR:

By: _____
JoAnne Lauer, Assistant Superintendent

Date: _____

Riverside County Children and Families Commission:

By: _____
Tammi Graham, Executive Director

Date: _____

ATTEST:

By: _____
Lynn Stephens, Executive Assistant IV

Date: _____

Approved as to Form

By: _____
Kristine Bell-Valdez, Supervising Deputy County Counsel

Date: _____

EXHIBIT B-1

BUDGET

	#Slots	Scholarships	Tier-Layered Incentives	Total:
F5 RHAP Program	162	$2,633,569	$3,961,111	$6,594,680
RCOE Operational	Up to $500,000 Indirect not to exceed 10% of positions in Contract Budget			$500,000
			Total for 2-Year Period:	**$7,094,680**

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]** – Tammi Graham, Executive Director **765**

AGENDA ITEM: 23-28
DATE OF MEETING: May 10, 2023
ACTION: ☒
INFORMATION: ☐

APPROVE CONTRACT WITH RIVERSIDE COUNTY OFFICE OF EDUCATION FOR THE FIRST 5 RIVERSIDE HYBRID ALTERNATIVE PAYMENT PROGRAM FROM JULY 1, 2023 – JUNE 30, 2025 (CONTRACT NUMBER CF24121) [$7,000,000 - PROP 10 FUNDS]

SUMMARY OF REQUEST

Approve Contract No CF24121 with Riverside County Office of Education (RCOE) for an amount not to exceed $7,000,000 effective July 1, 2023 – June 30, 2025, for the First 5 Riverside County Hybrid Alternative Payment Program (F5 RHAP) to support 150 subsidized childcare scholarships and to support approximately 200 Quality Start Riverside County, Alternative Payment providers with flat rate quality reimbursements as continuation of financial support pending rate reformat the State level.

BACKGROUND

The proposed F5 RHAP program is a long-standing commitment to children and families in Riverside County, as well as early learning providers. The program is created to support gaps in the existing system while the State of California addresses rate reform to create a more equitable single rate system and to reimburse providers for the true cost of quality care. F5 RHAP leverages state and local alternative payment funds, and then layers additional funding to sustain quality improvement investments from participating in QSRC including recruiting and retention of qualified teachers and necessary improvements to early learning environments.

Access
RCOE administers Riverside County's Alternate Payment (AP) program, and it is proposed that RCOE continues to be the provider engaged in the provision and administration of the F5 RHAP program to align systems and maximize access for eligible families. F5 RHAP program will fund 150 full-time equivalent (FTE) scholarship slots for low-income families' access to quality early learning experiences for their child(ren), with an emphasis on 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, and special populations. Special populations are 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.

Quality

The 2016-2023 F5 RHAP tier layered incentive program, offered early learning providers who participated in Quality Start Riverside County (QSRC) an additional payment based upon their quality tier rating for children served through the RHAP scholarships, the California Alternative Payment Program and CalWORKs Stages 2 and 3.

Due to the COVID-19 Pandemic and F5CA modification to the rating process, quality ratings have not been conducted with QSRC RHAP sites (Title 22 Centers and Family Child Care Homes) since the onset of the pandemic. The quality tier layered incentive and ARPA funds through wage enhancements supported AP providers through the child care crisis and created a financial means to stabilize the early learning sector.

There is a recognition that current state reimbursement rates fall woefully short of covering the cost of quality and efforts are underway at the state level to advocate for higher rates. While the Governor's proposed budget confirms that progress is being made toward a single reimbursement rate structure, there are steps in the process projected to take at least another fiscal year to complete before a new structure is executed. These steps include conducting an alternative methodology to the market rate survey, establishing base rates, establishing enhancement rates, and designing a process to evaluate the rate structure.

The flat rate quality incentive proposed for July 1, 2023 – June 30, 2025 is designed as a continuation of financial support for maintenance of quality in AP settings. This funding will transition approximately 200 QSRC providers currently on Tier 3-5 to the flat rate system to avoid a 'financial cliff' prior to rate increases are implemented from the State. The proposed quality incentive amount funded by Prop 10 will be decreased in conjunction with the State increases of the rate reimbursement structure during the approved funded period and include age eligibility adjustments as more children are served through the local education agencies.

Proposed Flat-Rate Quality Incentive Structure:

Proposed Incentive Structure: Flat Rate per full time week*	
Center-Based	Family Child Care
$40	$25

*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.

Funding for F5 RHAP scholarships, quality incentives, and associated administrative costs:

	July 1, 2023 – June 30, 2024		July 1, 2024 – June 30, 2025		Total Contract
	Access (scholarships)	Quality Incentive for children 0-4	Access (scholarships)	Quality Incentive for children 0-3	
F5RHAP	$1,000,000	$2,300,000	$1,000,000	$1,700,000	
RCOE Admin	$500,000		$500,000		
Total	**$3,800,000**		**$3,200,000**		**$7,000,000**

Early learning providers not qualifying for the flat-rate incentive structure will have opportunities to benefit from quality supports through Quality Start Riverside County

RECOMMENDED ACTION
That the Commission:

1. Approve Contract No. CF24121 with Riverside County Office of Education for an amount not to exceed $7,000,000 effective July 1, 2023 – June 30, 2025, for the First 5 Riverside County Hybrid Alternative Payment Program (RHAP) in substantially the same form as the draft Contract as 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. CF24121, on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract without requiring further action from the Commission.

BUDGET IMPACT
Adequate appropriation has been included in the proposed FY 23/24 budget (938001-25800-92950-527980). Additional funding will be included in the subsequent fiscal year's proposed budget.

STRATEGIC PLAN RELEVANCE

Goal: 1 Quality Early Learning

POTENTIAL CONFLICTS OF INTEREST

Commissioner Edwin Gomez, Ed. D, County Superintendent of Schools
Commissioner Elizabeth Romero, Riverside County Office of Education Board Member

ATTACHMENTS

1. 23-28 Attachment 1: CF24121 RCOE RHAP Contract

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT
INVESTMENT OF FUNDS
585 Technology Court
Riverside, California 92507

RCCFC AWARD:	**CF24121**
CONTRACTOR:	**Riverside County Office of Education**
CONTRACT TERM:	**07/01/23 – 06/30/25**
MAXIMUM REIMBURSABLE AMOUNT:	**$7,000,000**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed **$7,000,000**.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed **$7,000,000** as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10, to provide services and results as set forth in Attachments A, B, C and D attached hereto as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, COMMISSION and CONTRACTOR have executed this Contract.

Authorized Signature for COMMISSION:	**Authorized Signature for CONTRACTOR:**
Tammi Graham, Executive Director	JoAnne Lauer
Date Signed:	Assistant Superintendent
585 Technology Court Riverside, CA 92507-2423	3939 Thirteenth Street Riverside, CA, 92502
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Kristine Bell-Valdez Supervising Deputy County Counsel	ATTEST SIGNATURE:
Date Signed:	Lynn M. Stephens Executive Assistant IV
	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

Contents

1. NOTICES 5
2. SOURCE AND SCOPE OF CONTRACT 5
3. DEFINITIONS 5
4. TERM 6
5. COMPLIANCE, DISALLOWANCE, WITHHOLDING 6
6. TERMINATION 6
7. REQUIREMENT OF SUPPLEMENTING PROGRAM 7
8. DATA MANAGEMENT 7
9. SCOPE OF WORK (SOW) 7
10. REIMBURSEMENT OF COSTS 8
11. FISCAL AND PROGRAM REPORTING REQUIREMENTS 8
12. REIMBURSEMENT OF FUNDS TO THE COMMISSION 10
13. COMMISSION FISCAL REQUIREMENTS 10
    - A. Budget Revisions 10
    - B. Amendments 11
    - C. Cost Allocation Plan 11
    - D. Overhead/Indirect Costs 11
    - E. Revenues Received 12
    - F. Payroll Taxes 12
    - G. Payor of Last Resort 12
14. CONTRACTOR AUDIT REQUIREMENTS 12
15. INVENTORIABLE EQUIPMENT 12
16. REVERSION OF ASSETS 13
17. TOBACCO CONTROL POLICY 13
18. CONDUCT OF BUSINESS 14
19. RECORDS MANAGEMENT AND MAINTENANCE 15
20. PUBLIC DISCLOSURE OF DOCUMENTS 15
21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION 15
22. GOVERNING LAW AND VENUE 16
23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES 16
24. PUBLICITY AND ATTRIBUTION REQUIREMENTS 17
25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY 18
26. WORK PRODUCT 18
27. NON-DISCRIMINATION 18
28. CHILD ABUSE REPORTING 19
29. DEPARTMENT OF JUSTICE CLEARANCE 19
30. ADULT AND ELDER ABUSE REPORTING 19
31. INDEPENDENT CONTRACTOR 19
32. HOLD HARMLESS/INDEMNIFICATION 20
33. INSURANCE 20
34. ASSIGNMENT 22
35. ALTERATION AND/OR AMENDMENT 23
36. CONFLICT OF INTEREST 23
37. WAIVER AND SEVERABILITY 23
38. DISALLOWANCE 23
39. OFFICIAL DOCUMENTS 23
40. ENTIRE CONTRACT 23
41. NONEXCLUSIVE CONTRACT 23
42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT 23
43. COMPLIANCE WITH LAW 24
44. CONFLICTS IN INTERPRETATION 24

45. COUNTERPARTS 24
ATTACHMENT A: SCOPE OF WORK 25
Program Overview 25
Access to Scholarships 26
Special Populations 26
Parent Education 27
Quality Incentive Layering & Exceptional Needs Adjustment Factor 27
Target(s) Cycle: July 1, 2023 – June 30, 2024 28
ATTACHMENT B: BUDGET 31
ATTACHMENT C: PAYMENT PROVISIONS 32
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY 34

Terms and Conditions

1. NOTICES

All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after deposit in the United States mail, postage prepaid:

COMMISSION:	CONTRACTOR:
Tammi Graham, Executive Director First 5 Riverside County 585 Technology Court Riverside, California 92507	JoAnne Lauer Riverside County Office of Education 3939 Thirteenth Street Riverside, CA, 92502

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 **07/01/23** through **06/30/25** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

If CONTRACTOR fails to comply with any conditions contained within this Contract, the COMMISSION may place the CONTRACTOR in a probationary status, temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost of activity not in compliance, and/or request repayment to the COMMISSION if any disallowance is rendered after audit findings. Written notification of non-compliance will be sent to the identified contact person and the CONTRACTOR'S Executive Director, or other lead staff authorized by the CONTRACTOR'S governing board or ownership within twenty (20) working days.

6. TERMINATION

A. By COMMISSION: The COMMISSION may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, the CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise).

1. Termination for cause:

a. Due to Default or Breach of Contract. Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the COMMISSION may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COMMISSION provides CONTRACTOR the opportunity to cure breach within twenty (20) working days of receipt of notice, and CONTRACTOR does so to COMMISSION'S satisfaction.

b. Due to Health and Safety Concerns of Clients. The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract may also be immediately terminated at the sole discretion of the COMMISSION if the CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

c. Due to Non-Appropriation. It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this

event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

d. Due to Non-Compliance. Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.

e. Without Cause. COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

B. By CONTRACTOR: CONTRACTOR may terminate this Contract in whole or in part upon thirty (30) calendar days' written notice to the COMMISSION.

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 funds shall ONLY be used to supplement a CONTRACTOR'S program. The COMMISSION endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

8. DATA MANAGEMENT

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the COMMISSION. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports (PPR), utilization of the COMMISSION developed reporting systems and Administrative Review formats and required training(s) to familiarize and implement the results-based accountability framework. The COMMISSION continues to refine its evaluative processes that will assist the COMMISSION, its CONTRACTORS and the community to successfully increase and measure the impact of the Proposition 10 in Riverside County. Where appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative processes. Specific areas may include but are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.

B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.

C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).

D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.

E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by COMMISSION action. Reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the SOW and methodology contained in Attachment A as determined by the COMMISSION. The COMMISSION shall allocate the funds to CONTRACTOR as follows:

A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within

the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR.

If applicable, CONTRACTOR shall provide copies of the claim report submitted monthly for Medi-Cal and/or any other state or federal reimbursements. In addition, the CONTRACTOR will provide the subsequent revenue reports that will reconcile the claim reports.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due as described in paragraph one of this section. All reimbursement costs not submitted at the time of the Final Fiscal Expenditure Report will be disallowed.

Payment information, including amount, payment reduction or payment withheld may be obtained by the CONTRACTOR via the data management system.

B. Program Reporting

As requested by COMMISSION, CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR'S services or to provide information about CONTRACTOR'S program. CONTRACTOR shall report program and demographic data on participants, where appropriate, service and outcome data with measurement tools approved by COMMISSION. CONTRACTOR shall enter data (quantitative and qualitative) in the evaluation database system designated by COMMISSION. CONTRACTOR shall submit complete data, in accordance with the SOW.

C. Monthly Reporting

CONTRACTOR shall input and submit program data into the COMMISSION'S data management system on a monthly basis and input must be completed by the 20th of the month following Contract performance. If the reporting due date falls on a weekend or holiday, the due date will be on the following business day. The due date for program data submitted in the 4th quarter (April, May and June) may be modified by COMMISSION as required to meet internal COUNTY and State reporting deadlines. Modified due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Any changes that occur with program data input must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the change.

Example: Changes to program data in the first quarter must be adjusted and reconciled before the end of the 2nd quarter (December 30th, as reported in the January 30th report). A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly program data input and quarterly Program Progress Report (PPR) responsibility.

D. Quarterly and Annual Reporting

CONTRACTOR shall submit Program Progress Reports (PPR) which includes quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in the SOW and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course corrections, client success stories, sustainability and public awareness/policy change activities for the quarter. CONTRACTOR is required

by the COMMISSION to complete and submit Program Progress Reports electronically via the COMMISSION'S data management system.

For each reporting period, CONTRACTOR shall provide the COMMISSION with a Program Progress Report within thirty (30) calendar days from the end of the reporting period. In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Quarterly Program Progress Reporting due dates for each Contract period are as follows:

- QUARTER 1 (July 1 – September 30): Report Due October 20
- QUARTER 2 (October 1 – December 31): Report Due January 20
- QUARTER 3 (January 1 – March 31): Report Due April 20
- QUARTER 4 (April 1 – June 30): Report Due July 11 (Final Cumulative Program Progress Report), Quarter 4 due date may be modified by COMMISSION as necessary to meet County and/or State reporting deadlines.

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. The first quarterly report is due October 20th of the current fiscal year.

CONTRACTOR agrees that failure to submit reports as specified will be sufficient cause for the COMMISSION to withhold any payment due until reporting requirements have been fulfilled.

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

If CONTRACTOR has been overpaid in the previous fiscal year, the COMMISSION will, in instances where the Contract is renewed, reduce subsequent payment(s) to recover the amount overpaid.

Notwithstanding any other provision herein, CONTRACTOR agrees to reimburse, in full, all funds received from the COMMISSION, upon request of the COMMISSION, where such funds as determined by the COMMISSION are not or have not been utilized by CONTRACTOR for purpose as intended by the COMMISSION. The terms and conditions of reimbursement shall be at the sole discretion of the COMMISSION. This provision is not terminated upon termination of this Contract.

13. COMMISSION FISCAL REQUIREMENTS

A. Budget Revisions

A Budget Revision Form may be submitted by the CONTRACTOR to the COMMISSION to modify budget line(s) of the approved budget. The request must indicate the proposed line-item change, the budget as amended applying the requested change, a written justification for each requested change, and signed by an authorized representative. The request cannot result in any alteration or degradation to the program services and performance targets as specified in this Contract.

The COMMISSION Executive Director (or designee), on behalf of the COMMISSION, has the authority to approve or deny the request, provided that the modification does not deviate from the original intent of the Contract or increase the total Contract amount. CONTRACTOR is limited to two (2) budget revisions per fiscal year.

The CONTRACTOR must submit any Budget Revision Forms to the COMMISSION or designee no later than **March 31st** of the fiscal year.

B. Amendments

Necessity for budget amendments to this Contract will be determined by the COMMISSION Executive Director (or designee) and may include, but are not limited to, Contract increases or decreases and significant changes to the Scope of Work (SOW). All budget amendments to the Contract shall require formal approval of the COMMISSION Executive Director acting on behalf of the COMMISSION, as provided herein before such amendments are effective. Major budget amendments, as determined by the COMMISSION Executive Director, in consultation with County legal counsel, will require formal approval of the COMMISSION. Contract budget amendments shall be considered until March 31st of each fiscal year.

C. Cost Allocation Plan

CONTRACTOR shall have or will establish a Cost Allocation Plan (CAP) to identify prorated costs shared by multiple funding sources, including Proposition 10 funds. CONTRACTOR shall identify any other funding sources and organizations whose cooperation/participation is necessary to ensure the success of the project. CONTRACTOR'S CAP must be approved by CONTRACTOR'S appropriate governing body and submitted with the executed Contract.

A CAP is defined as a written summarization that documents the methods and procedures CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair share, of the total costs. The CONTRACTOR must have a method of identifying and distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

A written CAP is required if <u>any</u> of the conditions below are met:

a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.

b. A single-funded staff member shares time between two or more COMMISSION funded programs.

c. The same facilities and/or resources are utilized by more than one funded program.

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 **<u>excluded</u>** from the indirect cost calculation.

2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.

3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded

program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

E. Revenues Received

All revenue received by the CONTRACTOR (except funds received from the COMMISSION) to operate the program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

F. Payroll Taxes

The COMMISSION shall not be directly responsible for the payment of any taxes on the CONTRACTOR'S behalf. In the event that the COMMISSION is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the COMMISSION for the full value of such paid taxes plus interest and penalty, if any. Taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

G. Payor of Last Resort

CONTRACTOR shall obtain funding through sources other than the COMMISSION to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as Medi-Cal, Healthy Families, federal or state-funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. CONTRACTOR must provide written verification upon request.

14. CONTRACTOR AUDIT REQUIREMENTS

A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.

B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars ($1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars ($1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition

10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars ($1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in-whole or in-part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the COMMISSION and CONTRACTOR, where the original cost exceeded one thousand dollars ($1,000.00) shall either be: (1) used by CONTRACTOR for the services described in the SOW for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in the SOW; or (2) disposed of and proceeds paid to the COMMISSION in a manner that results in the COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR'S out of pocket expenditures using non-commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.

B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the COMMISSION-funded activities. The Comprehensive Tobacco Control Policy, as attached hereto.

18. CONDUCT OF BUSINESS

CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in Termination of Contract.

A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.

C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.

D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.

G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.

H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.

I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

19. RECORDS MANAGEMENT AND MAINTENANCE

A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.

C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:

a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and

b. Submission of the Program Progress Report on a quarterly basis.

D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).

F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

CONTRACTOR acknowledges and agrees that information, communications, and documents given to the COMMISSION during meetings involving COMMISSION members, staff, finance or COMMISSION Advisory Committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the COMMISSION in order that it may fully comply with the requirements of such laws and regulations.

21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION

A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or

federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.

B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.

D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.

B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and

4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.

D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.

E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.

B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside County"
"Funded by First 5 Riverside County"

"Funded by First 5 Riverside County - the Riverside County Children & Families Commission"

"Hecho posible por medio de fondos de Primeros 5 Riverside County"
"Financiado por Primeros 5 Riverside County"

For events, conferences or programs with multiple funders, one of the following attributions shall be used:

"Funded in part by First 5 Riverside County"

"Funded in part by First 5 Riverside County - the Riverside County Children & Families Commission"

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County - Comisión de Niños y Familias del Condado de Riverside"

When space is limited (i.e., buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTOR shall contact the COMMISSION'S Public Information Specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.

C. The approved First 5 Riverside County logo (graphic) shall be used on materials specific to the COMMISSION funded program. CONTRACTOR shall use the approved First 5 Riverside County logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside County graphics attribution standard as posted on the COMMISSION public website (www.First5Riverside.org).

D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.

E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the COMMISSION. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments, hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction or proselytizing.

26. WORK PRODUCT

A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.

B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

27. NON-DISCRIMINATION

Pursuant to the Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, CONTRACTOR shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments

of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal Laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through the California Department of Health Care Services. This Contract hereby incorporates by reference the provisions of Title 2, California Code of Regulations, Section 11105 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, California Code of Regulations, Section 11105 et seq. and further agrees to include this Non-Discrimination clause in all subcontracts to perform services under this Contract.

28. CHILD ABUSE REPORTING

CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

CONTRACTOR must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

30. ADULT AND ELDER ABUSE REPORTING

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) 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.

ATTACHMENT A: SCOPE OF WORK

Contract #: CF24121
Contractor: Riverside County Office of Education (RCOE)
Program: First 5 Riverside Hybrid Alternative Payment Program (F5 RHAP)
Geographical Region: Countywide
Project/Budget Cycle: July 1, 2023 – June 30, 2025
Strategic Goal: Goal 1. Quality Early Learning

Program Overview

The First 5 Riverside County Hybrid Alternative Payment (F5 RHAP) Program is a subsidized reimbursement program, providing scholarships and slots for families with children 0 through 4 years of age, with a priority to children 0 through 3 years old, that meet eligibility criteria to access early care and education in quality settings. F5 RHAP employs a two-generation approach which provides opportunities to develop skills in readiness for school and meets the needs of parents and their children together. Parents receive education on the elements of quality integrated into F5 RHAP to increase the likelihood that parents will choose quality licensed early learning environments when selecting a provider to care for their child(ren). Children in turn will be enrolled in quality early learning environments. All providers receiving F5 RHAP reimbursement are required to participate in Quality Start Riverside County (QSRC) and meet minimum quality requirements, will have access to a flat rate incentive to support continuous quality improvement.

Riverside County Office of Education (RCOE) administers the California Alternative Payment Program (CAPP) to enroll families ranked within the 1-85 State Median Income (SMI) into childcare and development services. The F5 RHAP program supplements and enhances the existing subsidized system by funding additional scholarships and slots, therefore expanding services to a greater number of children. Program objectives to be achieved will include: (1) Access to scholarships; (2) Educating parents about choosing quality care; and (3) Quality incentive layering to QSRC providers, including a pay differential (Adjustment Factor) for children identified with exceptional needs. Exceptional needs (also referred to as special needs) are defined as: Children ages 0 through 4 years of age, who have been determined eligible for special education and related services with a documented formal Individualized Family Service Plan (IFSP) or Individualized Education Program (IEP), shall be receiving early intervention services or appropriate special education and related services, and shall be children who require the special attention of adults in a childcare setting.

Program Objectives

Access to Scholarships

F5 RHAP is intended to increase the number of children accessing high-quality early learning environments to better prepare them for school and lifelong learning with an emphasis on infants and toddlers (ages 0-3). First 5 Riverside County (F5RC) seeks to narrow the gap of available quality childcare, creating a pathway for families who traditionally are unable to access subsidized care. RCOE is responsible for certifying family eligibility to participate in the F5 RHAP program on an annual basis. The certification of eligibility is a formal process conducted by RCOE to collect information and documentation to determine that the family and/or child meets the criteria for subsidized childcare and development services prior to enrollment in the F5 RHAP program. Income eligibility determination for F5 RHAP will be performed based on the most current published Child Care and Development Income Rankings approved by the California Department of Education (CDE).

Parents may choose from any eligible providers participating in QSRC. The F5 RHAP program serves children and families as follows:

- Up to 150 of full-time scholarships available for infants and toddlers in scholarships.
- Children ages 4 currently in F5 RHAP may remain in the program until the recertification date or their 5th birthday, whichever is first.
- Families must meet income eligibility typically assessed for enrollment to state subsidized programs, including payments of any Family Fees and/or co-payments to the provider for the difference when a provider's rate exceeds the allowable reimbursement ceiling.
- Part-time slots (no more than 4 hours per day no more than 20 hours per week) will be available to children to experience early childhood education, regardless of parents' work or school status (no work or school requirement).
- Vacations from work or school will not impact the type of slot needed.
- Direct enrollment for infants and toddlers, children with special needs, and children enrolled through the AP Expansion (ARPA) efforts. For children who are directly enrolled, certification for eligibility will be conducted by the 6th month from date of enrollment (not to exceed 6 months).

Special Populations

- Special populations are 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. Up to 75 children will have access to a F5 RHAP slot through Special Populations.

Parent Education

RCOE will provide education to all parents in F5 RHAP on the importance of quality in early care and education settings. Parents and families of children who require childcare services should feel encouraged and empowered to take responsibility to review the safety of the childcare program or facility, and to evaluate the ability of the program or facility to meet the needs of their child.

Quality Incentive Layering & Exceptional Needs Adjustment Factor

RCOE will provide quality incentive payments to eligible QSRC sites serving children in F5 RHAP and CAPP. To support quality improvement efforts a quality incentive will be integrated across the alternative payment system to optimize provider participation and increase access to quality programs for low-income children. Quality Incentive Layer reimbursements are formulated utilizing a flat rate and contingent upon:

- Providers' submission of required documentation to RCOE on a monthly basis.
- An annual review by RCOE of enrollment, eligibility certification, and attendance verification.
- Flat Rate Quality Incentive Structure:

Incentive Structure: Flat Rate per full time week*	
Center-Based	Family Child Care
$40	$25

*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.

- Exceptional Needs Adjustment Factor pay differential is calculated based on the base CAPP rate, as follows:
  - 1.2 adjustment factor for children identified with exceptional needs, and
  - Documented proof of an existing IEP or IFSP must be provided to RCOE to receive the pay differential.

Performance Target(s)-Annually

Target(s) Cycle: July 1, 2023 – June 30, 2024; July 1, 2024 – June 30, 2025

Major Objectives	Major Functions, Tasks and/Activities	Performance Measures and/or Deliverables	Performance Targets and Reporting Requirements
Access to Scholarships	Provide access to F5 RHAP scholarships for currently enrolled children and transition eligible families to CAPP. Provide transitional support to ensure continuity of care for families eligible for Alternative Payment services. Provide subsidized reimbursement for children based on eligibility criteria. Allow parents to choose a provider from those participating in QSRC. Provide expertise in reviewing eligibility of families and provide payment for services to the various participating QSRC sites. Provide access to scholarships for currently enrolled and new slots to infants and toddlers.	• Monthly review and maintenance of CEL, to provide accurate status of availability to those continuing to pursue services. • Certify family eligibility annually. • Provide payment to approved QSRC sites as verified through attendance records. • Meet monthly and quarterly reporting requirements. • Include progress and status of eligibility list and the number of placements in PPR.	1. RCOE will provide up to 150 of full- time equivalent (FTE) F5 RHAP scholarships/slots for children, monthly. a. Report the number of children enrolled in a F5 RHAP scholarship/slot, on a monthly basis. b. Report the number of F5 RHAP scholarships/slots (by part- time/full-time; infant toddler/preschool) provided to children by zip code, on a monthly basis.

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Performance Targets and Reporting Requirements
Special Populations	Allocate up to 75 slots for children in F5 RHAP for Special Populations.	• Special populations slots available for children in 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. • Ensure a copy of an IEP or an IFSP is obtained for all children identified with exceptional needs for pay differential reimbursement rates. • Direct enrollment is eligible to Quality Start providers (one family only) children with special needs, and new CAPP sites.	2. Report the number of children with exceptional needs enrolled in a F5 RHAP slot, on a monthly basis. 3. Report the number of NEW children enrolled in a F5 RHAP through direct enrollment, on a monthly basis.
Parent Education	Provide education to parents on the importance of quality learning environments to enable them to make informed decisions on selecting a site to enroll their child.	• Meet monthly and quarterly reporting requirements.	4. RCOE will report the number of parents/caregivers who are provided with education on quality in early learning environments, on a monthly basis.

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Performance Targets and Reporting Requirements
Quality Incentive Layering – Flat Rate & Adjustment Factor	Administer reimbursement payments to participating QSRC providers based on a flat rate. Support efforts to increase quality, integrate F5 RHAP incentives across the AP system to optimize provider participation. Increase access for low-income children and increase quality in early learning program. Administer reimbursement payments to participating providers based on current CAPP rate and apply a 1.2 adjustment factor for children identified with exceptional needs.	• Conduct annual review of providers to ensure program participation and eligibility for flat rate incentive. • Meet monthly and quarterly reporting requirements. • Include progress and status on new participating CAPP providers in the PPR. • Categorize incentives for F5 RHAP and CAPP in back-up documentation submitted to F5RC. • Report the number of unduplicated children generating a flat rate incentive, on a quarterly basis.	5. RCOE will document the number of sites that receive a flat rate incentive, on a monthly basis. a. Report the number of sites receiving incentives by zip code. b. Report the number of incentives paid on F5 RHAP enrolled children. c. Report the number of incentives paid on CAPP children. d. Report the unduplicated number of children for quality incentives, on a monthly basis. 6. RCOE will report the number of sites receiving an adjustment factor for exceptional needs children by zip code, on a monthly basis.

ATTACHMENT B: BUDGET

	July 1, 2023 – June 30, 2024		July 1, 2024 – June 30, 2025		Total Contract
	Access (scholarships)	Quality Incentive for children 0-4	Access (scholarships)	Quality Incentive for children 0-3	
F5RHAP	$1,000,000	$2,300,000	$1,000,000	$1,700,000	
RCOE Admin	$500,000		$500,000		
Total	**$3,800,000**		**$3,200,000**		**$7,000,000**

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **$7,000,000** for the duration of the Contract period as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

CONTRACT PERIOD: **07/01/23 – 06/30/25**

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.

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 **803**

AGENDA ITEM: 23-29
DATE OF MEETING: MAY 10, 2023
ACTION: ☒
INFORMATION: ☐

APPROVE THREE CONTRACTS WITH JURUPA UNIFIED SCHOOL DISTRICT FOR HOME VISITING AND FAMILY RESOURCE CENTER NETWORK SPECIALIST [PROP 10 – AMOUNT NOT TO EXCEED $362,523 (CF24116 & CF24107) AND CALIFORNIA DEPARTMENT OF SOCIAL SERVICES CALWORKS FUNDS NOT TO EXCEED $2,636,125 (CF24115)] FROM JULY 1, 2023 – JUNE 30, 2026

SUMMARY OF REQUEST

Approve three contracts (CF24116, CF24107, and CF24115) with Jurupa Unified School District, in alignment with Riverside County Children and Families Commission Strategic Plan through 2026, for an amount not to exceed $2,998,648 effective July 1, 2023 – June 30, 2026. Approval of these contracts supports home visiting funded by Prop 10 and CalWORKs, as well as the Family Resource Center Network Specialist position funded by Prop 10. Funding for each contract is noted below.

1. CalWORKs (Home Visiting) CF24115 – $2,636,125
2. Prop 10 (Home Visiting) CF24116 – $62,523
3. Prop 10 (Family Resource Center Network Specialist) CF 24107 – $300,000

BACKGROUND

Jurupa Unified School District has been a partner agency providing home visiting services, including Parents as Teachers (PAT), Home Instruction for Parents of Preschool Youngsters (HIPPY), and Parent-Child Plus (PC+) since 2019. Continued funding for three additional years supports new and existing clients in both Prop 10 and CalWORKs models. Funding for the Family Resource Center Network Specialist provides continuity for the agency to 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.

RECOMMENDED ACTION

That the Commission:

1. Approve Contract Nos. CF24116, CF24107, and CF24115 with Jurupa Unified School District for an amount not to exceed $2,998,648, effective July 1, 2023 – June 30, 2026, and authorize the Executive Director to sign the contracts 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 Nos. CF24116, CF24107, and CF24115 on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation has been included in the proposed FY 23/24 budget (938001-25800-92945, 92960-527980). Additional funding will be included in the subsequent fiscal year's proposed budget.

STRATEGIC PLAN RELEVANCE

Goal 2: Comprehensive Health and Development
Goal 3: Resilient Families

POTENTIAL CONFLICTS OF INTEREST

Commissioner Jose Campos, Director Jurupa Unified School District

ATTACHMENTS

1. CF24115 – JUSD – Home Visiting CWS
2. CF24116 – JUSD – Home Visiting P10
3. CF24107 – JUSD – Family Resource Network Specialist

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT
INVESTMENT OF FUNDS
585 Technology Court
Riverside, California 92507

RCCFC AWARD:	**CF24115**
CONTRACTOR:	JURUPA UNIFIED SCHOOL DISTRICT
CONTRACT SUBJECT MATTER:	HOME VISITING CALWORKS
CONTRACT TERM:	**07/01/23 - 06/30/26**
MAXIMUM REIMBURSABLE AMOUNT:	**$2,636,124**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed **$2,636,124**.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed **$2,636,124** 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	Jeffrey Lewis
Date Signed:	Title: Director, Centralized Support Services and Authorized Signatory
585 Technology Court Riverside, CA 92507-2423	4850 Pedley Road Jurupa Valley, CA 92509
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Kristine Bell-Valdez Supervising Deputy County Counsel	ATTEST SIGNATURE:
Date Signed: 5/4/23	Lynn M. Stephens Executive Assistant IV
	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

Contents

1. NOTICES 5
2. SOURCE AND SCOPE OF CONTRACT 5
3. DEFINITIONS 5
4. TERM 6
5. COMPLIANCE, DISALLOWANCE, WITHHOLDING 6
6. TERMINATION 6
7. REQUIREMENT OF SUPPLEMENTING PROGRAM 7
8. DATA MANAGEMENT 7
9. SCOPE OF WORK (SOW) 8
10. REIMBURSEMENT OF COSTS 8
11. FISCAL AND PROGRAM REPORTING REQUIREMENTS 9
12. REIMBURSEMENT OF FUNDS TO THE COMMISSION 10
13. COMMISSION FISCAL REQUIREMENTS 11
    - A. Budget Revisions 11
    - B. Amendments 11
    - C. Cost Allocation Plan 11
    - D. Overhead/Indirect Costs 12
    - E. Revenues Received 12
    - F. Payroll Taxes 12
    - G. Payor of Last Resort 12
14. CONTRACTOR AUDIT REQUIREMENTS 12
15. INVENTORIABLE EQUIPMENT 13
16. REVERSION OF ASSETS 13
17. TOBACCO CONTROL POLICY 14
18. CONDUCT OF BUSINESS 14
19. RECORDS MANAGEMENT AND MAINTENANCE 15
20. PUBLIC DISCLOSURE OF DOCUMENTS 16
21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION 16
22. GOVERNING LAW AND VENUE 16
23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES 17
24. PUBLICITY AND ATTRIBUTION REQUIREMENTS 18
25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY 19
26. WORK PRODUCT 19
27. NON-DISCRIMINATION 19
28. CHILD ABUSE REPORTING 20
29. DEPARTMENT OF JUSTICE CLEARANCE 20
30. ADULT AND ELDER ABUSE REPORTING 20
31. INDEPENDENT CONTRACTOR 20
32. HOLD HARMLESS/INDEMNIFICATION 20
33. INSURANCE 21
34. ASSIGNMENT 24
35. ALTERATION AND/OR AMENDMENT 24
36. CONFLICT OF INTEREST 24
37. WAIVER AND SEVERABILITY 24
38. DISALLOWANCE 24
39. OFFICIAL DOCUMENTS 24
40. ENTIRE CONTRACT 24
41. NONEXCLUSIVE CONTRACT 24
42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT 25
43. COMPLIANCE WITH LAW 25

44. CONFLICTS IN INTERPRETATION 25
45. COUNTERPARTS 25
ATTACHMENT A: SCOPE OF WORK 26
ATTACHMENT B: BUDGET 32
ATTACHMENT C: PAYMENT PROVISIONS 33
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY 35
ATTACHMENT E: HIPAA BUSINESS ASSOCIATE AGREEMENT 36

Terms and Conditions

1. NOTICES

All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after deposit in the United States mail, postage prepaid:

COMMISSION:	CONTRACTOR:
Tammi Graham, Executive Director First 5 Riverside County 585 Technology Court Riverside, California 92507	Jeffrey Lewis JURUPA UNIFIED SCHOOL DISTRICT 4850 Pedley Road Banning, CA 92220

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 **07/01/23**through **06/30/26**unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

If CONTRACTOR fails to comply with any conditions contained within this Contract, the COMMISSION may place the CONTRACTOR in a probationary status, temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost of activity not in compliance, and/or request repayment to the COMMISSION if any disallowance is rendered after audit findings. Written notification of non-compliance will be sent to the identified contact person and the CONTRACTOR'S Executive Director or other lead staff authorized by the CONTRACTOR'S governing board or ownership within twenty (20) working days.

6. TERMINATION

A. By COMMISSION: The COMMISSION may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, the CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise).

1. Termination for cause:

a. Due to Default or Breach of Contract. Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the COMMISSION may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COMMISSION provides CONTRACTOR the opportunity to cure breach within twenty (20) working days of receipt of notice, and CONTRACTOR does so to COMMISSION'S satisfaction.

b. Due to Health and Safety Concerns of Clients. The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract may also be immediately terminated at the sole discretion of the COMMISSION if the

CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

c. **Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.

e. **Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

B. **By CONTRACTOR**: CONTRACTOR may terminate this Contract in whole or in part upon thirty (30) calendar days' written notice to the COMMISSION.

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 funds shall ONLY be used to supplement a CONTRACTOR'S program. The COMMISSION endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

8. DATA MANAGEMENT

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the COMMISSION. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports (PPR), utilization of the COMMISSION developed reporting systems and Administrative Review formats and required training(s) to familiarize and implement the results-based accountability framework. The COMMISSION continues to refine its evaluative processes that will assist the COMMISSION, its CONTRACTORS and the community to successfully increase and measure the impact of the Proposition 10 in Riverside County. Where appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative processes. Specific areas may include but

are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.

B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.

C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).

D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.

E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by COMMISSION action. Reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the SOW and methodology contained in Attachment A as determined by the COMMISSION. The COMMISSION shall allocate the funds to CONTRACTOR as follows:

A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR.

If applicable, CONTRACTOR shall provide copies of the claim report submitted monthly for Medi-Cal and/or any other state or federal reimbursements. In addition, the CONTRACTOR will provide the subsequent revenue reports that will reconcile the claim reports.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due as described in paragraph one of this section. All reimbursement costs not submitted at the time of the Final Fiscal Expenditure Report will be disallowed.

Payment information, including amount, payment reduction or payment withheld may be obtained by the CONTRACTOR via the data management system.

B. Program Reporting

As requested by COMMISSION, CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR'S services or to provide information about CONTRACTOR'S program. CONTRACTOR shall report program and demographic data on participants, where appropriate, service and outcome data with measurement tools approved by COMMISSION. CONTRACTOR shall enter data (quantitative and qualitative) in the evaluation database system designated by COMMISSION. CONTRACTOR shall submit complete data, in accordance with the SOW.

C. Monthly Reporting

CONTRACTOR shall input and submit program data into the COMMISSION'S data management system on a monthly basis and input must be completed by the 20th of the month following Contract performance. If the reporting due date falls on a weekend or holiday, the due date will be on the following business day. The due date for program data submitted in the 4th quarter (April, May and June) may be modified by COMMISSION as required to meet internal COUNTY and State reporting deadlines. Modified due dates will be communicated to CONTRACTOR

through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Any changes that occur with program data input must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the change.

Example: Changes to program data in the first quarter must be adjusted and reconciled before the end of the 2nd quarter (December 30th, as reported in the January 30th report). A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly program data input and quarterly Program Progress Report (PPR) responsibility.

D. Quarterly and Annual Reporting

CONTRACTOR shall submit Program Progress Reports (PPR) which includes quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in the SOW and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course corrections, client success stories, sustainability and public awareness/policy change activities for the quarter. CONTRACTOR is required by the COMMISSION to complete and submit Program Progress Reports electronically via the COMMISSION'S data management system.

For each reporting period, CONTRACTOR shall provide the COMMISSION with a Program Progress Report within thirty (30) calendar days from the end of the reporting period. In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Quarterly Program Progress Reporting due dates for each Contract period are as follows:

- QUARTER 1 (July 1 – September 30): Report Due October 20
- QUARTER 2 (October 1 – December 31): Report Due January 20
- QUARTER 3 (January 1 – March 31): Report Due April 20
- QUARTER 4 (April 1 – June 30): Report Due July 11 (Final Cumulative Program Progress Report), Quarter 4 due date may be modified by COMMISSION as necessary to meet County and/or State reporting deadlines.

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. The first quarterly report is due October 20th of the current fiscal year.

CONTRACTOR agrees that failure to submit reports as specified will be sufficient cause for the COMMISSION to withhold any payment due until reporting requirements have been fulfilled.

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

If CONTRACTOR has been overpaid in the previous fiscal year, the COMMISSION will, in instances where the Contract is renewed, reduce subsequent payment(s) to recover the amount overpaid.

Notwithstanding any other provision herein, CONTRACTOR agrees to reimburse, in full, all funds received from the COMMISSION, upon request of the COMMISSION, where such funds as determined by the COMMISSION are not or have not been utilized by CONTRACTOR for purpose as intended by the COMMISSION. The terms and conditions of reimbursement shall be at the sole discretion of the COMMISSION. This provision is not terminated upon termination of this Contract.

13. COMMISSION FISCAL REQUIREMENTS

A. Budget Revisions

A Budget Revision Form may be submitted by the CONTRACTOR to the COMMISSION to modify budget line(s) of the approved budget. The request must indicate the proposed line item change, the budget as amended applying the requested change, a written justification for each requested change, and signed by an authorized representative. The request cannot result in any alteration or degradation to the program services and performance targets as specified in this Contract.

The COMMISSION Executive Director (or designee), on behalf of the COMMISSION, has the authority to approve or deny the request, provided that the modification does not deviate from the original intent of the Contract or increase the total Contract amount. CONTRACTOR is limited to two (2) budget revisions per fiscal year.

The CONTRACTOR must submit any Budget Revision Forms to the COMMISSION or designee no later than **March 31st** of the fiscal year.

B. Amendments

Necessity for budget amendments to this Contract will be determined by the COMMISSION Executive Director (or designee) and may include, but are not limited to, Contract increases or decreases and significant changes to the Scope of Work (SOW). All budget amendments to the Contract shall require formal approval of the COMMISSION Executive Director acting on behalf of the COMMISSION, as provided herein before such amendments are effective. Major budget amendments, as determined by the COMMISSION Executive Director, in consultation with County legal counsel, will require formal approval of the COMMISSION. Contract budget amendments shall be considered until March 31st of each fiscal year.

C. Cost Allocation Plan

CONTRACTOR shall have or will establish a Cost Allocation Plan (CAP) to identify prorated costs shared by multiple funding sources, including Proposition 10 funds. CONTRACTOR shall identify any other funding sources and organizations whose cooperation/participation is necessary to ensure the success of the project. CONTRACTOR'S CAP must be approved by CONTRACTOR'S appropriate governing body and submitted with the executed Contract.

A CAP is defined as a written summarization that documents the methods and procedures CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair share, of the total costs. The CONTRACTOR must have a method of identifying and distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

A written CAP is required if <u>any</u> of the conditions below are met:

a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.

b. A single-funded staff member shares time between two or more COMMISSION funded programs.

c. The same facilities and/or resources are utilized by more than one funded program.

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.

2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.

3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

E. Revenues Received

All revenue received by the CONTRACTOR (except funds received from the COMMISSION) to operate the program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

F. Payroll Taxes

The COMMISSION shall not be directly responsible for the payment of any taxes on the CONTRACTOR'S behalf. In the event that the COMMISSION is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the COMMISSION for the full value of such paid taxes plus interest and penalty, if any. Taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

G. Payor of Last Resort

CONTRACTOR shall obtain funding through sources other than the COMMISSION to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as Medi-Cal, Healthy Families, federal or state-funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. CONTRACTOR must provide written verification upon request.

14. CONTRACTOR AUDIT REQUIREMENTS

A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursasuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal

controls over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.

B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars ($1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars ($1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars ($1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in-whole or in-part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the COMMISSION and CONTRACTOR, where the original cost exceeded one thousand dollars ($1,000.00) shall either be: (1) used by CONTRACTOR for the services described in the SOW for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in the SOW; or (2) disposed of and proceeds paid to the COMMISSION in a manner that results in the COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR'S out of pocket expenditures using non-

commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.

B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the COMMISSION-funded activities. The Comprehensive Tobacco Control Policy, as attached hereto.

18. CONDUCT OF BUSINESS

CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in Termination of Contract.

A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.

C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.

D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required

services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.

G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.

H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.

I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

19. RECORDS MANAGEMENT AND MAINTENANCE

A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.

C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:

a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and

b. Submission of the Program Progress Report on a quarterly basis.

D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).

F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

CONTRACTOR acknowledges and agrees that information, communications, and documents given to the COMMISSION during meetings involving COMMISSION members, staff, finance or COMMISSION Advisory Committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the COMMISSION in order that it may fully comply with the requirements of such laws and regulations.

21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION

A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.

B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is

held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.

D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.

B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and

4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.

D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.

E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and

Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.

B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside County"
"Funded by First 5 Riverside County"

"Funded by First 5 Riverside County - the Riverside County Children & Families Commission"

"Hecho posible por medio de fondos de Primeros 5 Riverside County"
"Financiado por Primeros 5 Riverside County"

For events, conferences or programs with multiple funders, one of the following attributions shall be used:

"Funded in part by First 5 Riverside County"

"Funded in part by First 5 Riverside County - the Riverside County Children & Families Commission"

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County - Comisión de Niños y Familias del Condado de Riverside"

When space is limited (i.e., buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTOR shall contact the COMMISSION'S Public Information Specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.

C. The approved First 5 Riverside County logo (graphic) shall be used on materials specific to the COMMISSION funded program. CONTRACTOR shall use the approved First 5 Riverside County logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside County graphics attribution standard as posted on the COMMISSION public website (www.First5Riverside.org).

D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.

E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the COMMISSION. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments, hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction or proselytizing.

26. WORK PRODUCT

A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.

B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

27. NON-DISCRIMINATION

Pursuant to the Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, CONTRACTOR shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal Laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through the California Department of Health Care Services. This Contract hereby incorporates by reference the provisions of Title 2, California Code of Regulations, Section 11105 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, California Code of Regulations, Section 11105 et seq. and further agrees to include this Non-Discrimination clause in all subcontracts to perform services under this Contract.

28. CHILD ABUSE REPORTING

CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

CONTRACTOR must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

30. ADULT AND ELDER ABUSE REPORTING

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) 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: JURUPA UNIFIED SCHOOL DISTRICT (CONTRACTOR)
Program: Home Visitation CalWORKs
Geographical Region: All Supervisorial Districts
Contract #: CF24115
Project/Budget Cycle: 07/01/23 – 06/30/26
Strategic Plan: Comprehensive Health and Development

Program Overview

CONTRACTOR will provide home visits to CalWORKs eligible pregnant individuals and to families with children 0 through 2 years of age participating in the Cal WORKs program in Riverside County.

Home visiting is an evidence-based, voluntary program that pairs new parents with a nurse or trained professional who makes regular visits to the participants home to provide guidance, coaching, and access to health and social services. The HVP supports and resources include (1) prenatal, infant and toddler care, (2) infant and child nutrition, (3) child developmental screening and assessments, (4) parent education, parent and child interaction, child development, and child care, (5) job readiness and barrier removal, and (6) domestic violence and sexual assault, mental health, and substance abuse treatment, as applicable.

830

CONTRACTOR accepts CalWORKs HVP referrals for clients who opt-in to home visiting or is an individual who is apparently eligible for CalWORKs aid and opts-in to the home visiting program. CalWORKs participants will be contacted within three (3) business days from receipt of HVP referral.

CONTRACTOR will identify CalWORKs HVP participants with up to one thousand dollars ($1000) worth of material goods, dependent on an observable need. The material goods can be used for a program participant's household related to care, health, and safety of the child and family. Some examples of appropriate use of material goods may include, but are not limited to: child safety kits, car seats, appliance repairs, adaptive equipment for children with disabilities, and resources related to child and family language and literacy needs. Material goods items are not intended to be an incentive for individuals to participate, but rather a response to the specific needs of the participant and their families. Goods purchased cannot be used to supplant materials or services already being provided through Welfare-to Work (WTW) supportive services, such as diapers and transportation.

Monthly, CONTRACTOR will collect data to track performance as required by First 5 Riverside County and California Department of Social Services to complete State report requirements (Exhibit A – CA HVP-19). CONTRACTOR will collect the following types of data monthly: Home Visiting Program Models: the total number of cases enrolled by model type. Home Visiting Program Caseload: the caseload, which includes parents or caretakers and children receiving services. Home Visiting Program Referrals and Services: referrals made to various services.

Parents as Teachers (PAT) and Home Instruction for Parents of Preschool Youngsters (HIPPY) Models
CONTRACTOR will use PAT or HIPPY for CalWORKs eligible families.

Parents as Teachers is an evidence-based home visiting model that promotes the optimal early development, learning and health of children by supporting and engaging their parents and caregivers. The PAT model will be offered prenatally through age 2. Goals: (1) increase parent knowledge of early childhood development and improve parenting practices, (2) provide early detection of developmental delays and health issues, (3) prevent child abuse and neglect, and (4) increase children's school readiness and school success.

HIPPY-Home Instruction for Parents of Preschool Youngsters HIPPY is a developmentally appropriate, early literacy curriculum designed to promote children's cognitive, social, emotional and physical development. The curriculum consists of a set of easy-to-use educational activity packets and storybooks developed for parents of children ages 2-5. Parents engage with the curriculum by role playing the parent-child activities with a home visitor who is from the same community, and often a former HIPPY parent. All home visitors are supervised by a professionally trained program coordinator. The primary goal of the *Home Instruction for Parents of Preschool Youngsters (HIPPY)* program is partnering with parents to prepare their children for school success

CONTRACTOR will implement the model with fidelity and good outcomes by providing families with regular home visits.

CONTRACTOR will provide to First 5 Riverside County aggregate data reports submitted to the national service office of PAT and HIPPY.

Performance Targets:

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Reporting Targets
Home Visitation, Group Connection, and/or Linkages	CONTRACTOR will provide home visitation to 100 families with children 0 through 2 years of age for school readiness. CalWORKs expansion allows for families to be served countywide, specifically with PAT and HIPPY.	CONTRACTOR will deliver evidence-based programs and tools through home visitation services: • Home Instruction for Parents of Preschool Youngsters (HIPPY)*	**CONTRACTOR will:** **HIPPY Home Visitation Model** 1. Serve **8** families with the HIPPY program. *(Core)* a. 8-16 parents will receive HIPPY services. *(Core)* b. 8 children will receive HIPPY services. *(Core)* 2. Document # of home visits provided to enrolled families in the HIPPY program. *(Core)* 3. Document the number of parents that successfully complete the HIPPY program. *(Core)*

831

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Reporting Targets
		• Parents as Teachers (PAT) Model*	4. Document the number of parents that exit the HIPPY program early. *(Core)* **PAT Home Visitation Model** 5. Serve **100*** families with the PAT home visitation program. *(Core)* a. Serve 100 parents with the PAT program. *(Core)* b. Serve 100 children 0 through 2 years of age with the PAT program. *(Core)* 6. Document the number of home visits provided to enrolled families in the PAT program. *(Core)* 7. Document the number of parents that successfully complete the PAT program. *(Core)* 8. Document the number of parents that exit the PAT program early. *(Core)*
Screenings and Assessments	Children will receive initial and follow-up screenings and assessments. Screenings and/or assessments are conducted every 6-8 months with the initial conducted at the 3 or 6 visits to allow time for the home visitor and the child to build rapport.	**HIPPY/PAT** Utilize screenings and assessments to complete comprehensive evaluation and designed curriculum for use with children to prepare for school readiness success.	**HIPPY** 9. Provide 8 children 0 through 2 years of age with an **ASQ-3** screening. *(Core)* a. Document the number of referrals for additional services

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Reporting Targets
		Conduct care coordination activities to ensure children are linked and receiving services. Enter screenings and assessment data into the Apricot 360 database. Use the following screening tools: • Ages & Stages Questionnaires (ASQ:3) • Ages & Stages Questionnaires: Social-Emotional (ASQ: SE) Use the following assessment tools, per program model: **HIPPY – 8 Families** 8-16 Parents: HIPPY Parent Interview 8 Children: Brigance IED III **PAT – 100 Families** 100 Parent: Parental Stress Scale	made as a result of **ASQ-3** screenings. *(Core)* b. Document the number of referred children 0 through 5 years of age that were linked to services. *(Core)* 10. Provide 8 children 0 through 2 years of age with an **ASQ:SE-2** screening. *(Core)* a. Document the number of referrals for additional services made as a result of **ASQ:SE-2** screenings. *(Core)* b. Document the number of referred children 0 through 2 years of age that were linked to services. *(Core)* 11. Provide 8 children 0 through 2 years of ages with an initial assessment using the **Brigance IED III.** *(Core)* 12. a. Document the number of children 0 through 2 years of age that demonstrate improvement from pre to post-test on the follow-up **Brigance IED III.** *(Core)* 13. Provide **8** parents with an initial assessment using the **HIPPY Parent Interview.** (Core)

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Reporting Targets
			a. Document the number of parents that demonstrate improvement from pre to post-test on the **HIPPY Parent Interview.** (Core) **PAT** 14. **Document the number of children** at 12 months of age, who received developmental screenings and assessments **that were below** the nationally defined developmental threshold in the PAT program. *(Aggregate)* 15. **Document the number of children** at 12 months of age, who received developmental screenings and assessments **that meet** the nationally defined developmental threshold in the PAT program. *(Aggregate)* 16. **Document the number of children** at 12 months of age, who received developmental screenings and assessments **that fell below** the nationally defined developmental threshold for age on a prior screening **that have improved to meet or exceed the nationally defined developmental threshold** in the PAT program. *(Aggregate)*

834

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Reporting Targets
			17. **Document the number of parents/caretakers** who receive referrals for their children for the first time **due to a developmental screening** conducted in the PAT Program. *(Aggregate)*
Long-term Sustainability/ Public Awareness/Policy Change Agency will have a long-term sustainability plan outlining how the program will be maintained after First 5 Riverside County (F5RC) funding ends. Agency will initiate policy changes which enable stakeholder buy-in and cultural shifts at the community, family and parent/caregiver levels.	Maintain partnerships to leverage funding from other sources and continue the program beyond the funding cycle. Work in partnership with F5RC to explore effective and efficient cost modeling approaches to maximize investments and incentivize performance. Promote home visiting programs at Community Forums, Joint Operational Meetings and channels through the Family Resource Centers. Policies will be reviewed and inclusive of HIPPY/PAT program; develop referral procedures for providers and families to access the service. As Home Visitation Collaborative evolves, CONTRACTOR is identified as a critical partner in this system approach and will participate in stakeholder convenings.	Improve family functioning and improve lives of children and families in Riverside County.	On a quarterly basis, report long-term sustainability, public awareness, and policy change activities in the Performance Narrative (PPR) reports.

ATTACHMENT B: BUDGET

AGENCY	Max Visits per FY	Unit of Service*		FY 23/24	FY 24/25	FY 25/26	3 - YEAR TOTAL
JUSD (PAT) CW	2400	$341.84	*	$ 820,416	$ 820,416	$ 820,416	$ 2,461,248
JUSD HIPPY CW	32	$227.89	*	$ 7,292	$ 7,292	$ 7,292	$ 21,876
JUSD Material Goods CW				$ 51,000	$ 51,000	$ 51,000	$ 153,000
Total CW				$ 878,708	$ 878,708	$ 878,708	$ 2,636,124

***The Unit of Service (UOS) utilized in the budget table above is used for budgetary approval only. On an annual basis prior to July 1st, CONTRACTOR will provide a Justification of the UOS for approval to F5RC.**

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **$2,636,124** 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: **07/01/23– 06/30/26**

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: HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Addendum") supplements and is made part of (Contract CF24115 "Contract") between the RCCFC and JURUPA UNIFIED SCHOOL DISTRICT ("CONTRACTOR") and shall be effective as of the date the Contract is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, the RCCFC and CONTRACTOR entered into the Contract pursuant to which the CONTRACTOR provides services to the RCCFC, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to CONTRACTOR for the purposes of carrying out its obligations under the Contract; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111- 005 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Contract; and,

WHEREAS, the RCCFC is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent the RCCFC discloses PHI and/or ePHI to CONTRACTOR or CONTRACTOR creates, receives, maintains, transmits, or has access to PHI and/or ePHI of the RCCFC, CONTRACTOR is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Definitions. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

   A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

(1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

(a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification.

(b) The unauthorized person who used the PHI or to whom the disclosure was made;

(c) Whether the PHI was actually acquired or viewed; and,

(d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which the RCCFC participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.

C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.

K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

L. "Required by law" has the meaning given such term in 45 CFR §164.103.

M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services 22 ("HHS").

N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.

P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

2. <u>Scope of Use and Disclosure by CONTRACTOR of the RCCFC's PHI and/or ePHI.</u>

A. Except as otherwise provided in this Addendum, CONTRACTOR may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of CONTRACTOR under the Contract or to perform functions, activities or services for, or on behalf of, the RCCFC as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), CONTRACTOR may:

(1) Use PHI and/or ePHI if necessary for CONTRACTOR'S proper management and administration and to carry out its legal responsibilities; and,

(2) Disclose PHI and/or ePHI for the purpose of CONTRACTOR'S proper management and administration or to carry out its legal responsibilities, only if:

(a) The disclosure is required by law; or,

(b) CONTRACTOR obtains reasonable assurances, in writing, from the person to whom CONTRACTOR will disclose such PHI and/or ePHI that the person will:

(i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which CONTRACTOR disclosed it to the person, or as required by law; and,

(ii) Notify CONTRACTOR of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

(3) Use PHI to provide data aggregation services relating to the health care operations of the RCCFC pursuant to the Contract or as requested by the RCCFC; and,

(4) De-identify all PHI and/or ePHI of the RCCFC received by CONTRACTOR under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

A. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Contract or this Addendum without patient authorization or de- identification of the PHI and/or ePHI and as authorized in writing from the RCCFC.

B. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from the RCCFC or from another business associate of the RCCFC, except as permitted or required by this Addendum, or as required by law.

C. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the RCCFC would be prohibited from making.

D. CONTRACTOR shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

(1) Not to use or disclose PHI for fundraising, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR
§164.508;

(2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR
§164.508(a)(3);

(3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of

pocket in full for the health care item or service to which the PHI solely relates; and,

(4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Contract and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by the RCCFC to CONTRACTOR for services provided pursuant to the Contract.

4. **Obligations of the RCCFC.**

A. The RCCFC agrees to make its best efforts to notify CONTRACTOR promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by the RCCFC that may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

B. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

C. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI and/or ePHI.

D. The RCCFC agrees not to request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

E. The RCCFC agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its obligations under this Addendum and/or Contract.

5. **Obligations of CONTRACTOR.** In connection with the use or disclosure of PHI and/or ePHI, CONTRACTOR agrees to:

A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. CONTRACTOR shall promptly notify the RCCFC if CONTRACTOR is required by law to disclose PHI and/or ePHI.

C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

D. Mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.

E. Report to the RCCFC any use or disclosure of PHI and/or ePHI not provided for by this

Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the CONTRACTOR agree through contract to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

G. Make available to the RCCFC, the Secretary, in the time and manner designated by the RCCFC or Secretary, CONTRACTOR'S internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the RCCFC, or created or received by CONTRACTOR on behalf of the RCCFC, for purposes of determining, investigating or auditing CONTRACTOR'S and/or the RCCFC's compliance with the Privacy Rule.

H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR **§164.502(b)(1).**

I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which CONTRACTOR shall promptly notify the RCCFC upon CONTRACTOR'S receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by the County of Riverside), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by the RCCFC.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the RCCFC to the extent CONTRACTOR is to carry out the RCCFC's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.t

6. **Access to PHI, Amendment and Disclosure Accounting.** CONTRACTOR agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, to satisfy the requirements of 45 CFR **§164.524.**

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI

in a designated record set the RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR
§164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist the RCCFC to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if CONTRACTOR uses or maintains electronic health records. CONTRACTOR shall:

(1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

(2) Within fifteen (15) days of receiving a written request from the RCCFC, provide to the RCCFC or any individual as directed by the RCCFC information collected in accordance with this section to permit the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

(3) Make available for the RCCFC information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event the RCCFC discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the RCCFC ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that CONTRACTOR creates, receives, maintains, or transmits on behalf of the RCCFC in accordance with 45 CFR §164.308, §164.310, and §164.312;

B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

E. Ensure compliance with the Security Rule by CONTRACTOR'S workforce;

F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of CONTRACTOR agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

G. Report to the RCCFC any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, CONTRACTOR shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify the RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

(1) **Breaches treated as discovered.** A breach is treated as discovered by CONTRACTOR as of the first day on which such breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of CONTRACTOR (determined in accordance with the federal common law of agency).

(2) **Content of notification.** The written notification to the RCCFC relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:

(a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired, used or disclosed during the breach;

(b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

(c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

(d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

(e) A brief description of what CONTRACTOR is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

(f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by CONTRACTOR, CONTRACTOR shall cooperate with the RCCFC and shall provide the RCCFC with any information requested by the RCCFC to enable the RCCFC to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, CONTRACTOR shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to the RCCFC not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If CONTRACTOR delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, CONTRACTOR shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the CONTRACTOR'S failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, CONTRACTOR agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish CONTRACTOR'S obligations to indemnify, defend and hold harmless the RCCFC under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when the RCCFC , in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code
§1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

(1) CONTRACTOR agrees to assist the RCCFC to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

(2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two
(3) 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. <u>Hold Harmless/Indemnification.</u>

A. CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials,

employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of the RCCFC and the County of Riverside, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.

C. The specified insurance limits required in the Contract of this Addendum shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the RCCFC and the County of Riverside herein from third party claims arising from issues of this Addendum.

D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Contract of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by the RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside, is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Contract and will provide grounds for terminating this Addendum and the Contract with or without an opportunity to cure the breach, notwithstanding any provision in the Contract to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

(1) Terminate the Contract and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

(2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Contract and this Addendum.

(3) If termination of the Contract is not feasible, the breaching party, upon the request of the non- breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

(1) Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by the RCCFC, destroy all PHI and/or ePHI received from the RCCFC, or created or received by the CONTRACTOR on behalf of the RCCFC, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the RCCFC. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

(2) In the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to the RCCFC of the conditions that make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as the CONTRACTOR maintains such PHI and/or ePHI.

12. <u>General Provisions.</u>

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**

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT
INVESTMENT OF FUNDS
585 Technology Court
Riverside, California 92507

RCCFC AWARD:	**CF24116**
CONTRACTOR:	JURUPA UNIFIED SCHOOL DISTRICT
CONTRACT SUBJECT MATTER:	HOME VISITING PROP 10
CONTRACT TERM:	**07/01/23 – 06/30/26**
MAXIMUM REIMBURSABLE AMOUNT:	**$62,524**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed **$62,524**.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed **$62,524** 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	Jeffrey Lewis
Date Signed:	Title: Director, Centralized Support Services and Authorized Signatory
585 Technology Court Riverside, CA 92507-2423	4850 Pedley Road Jurupa Valley, CA 92509
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Kristine Bell-Valdez Supervising Deputy County Counsel	ATTEST SIGNATURE:
Date Signed: 5/4/23	Lynn M. Stephens Executive Assistant IV
	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

Contents

1. NOTICES 5
2. SOURCE AND SCOPE OF CONTRACT 5
3. DEFINITIONS8 5
4. TERM 6
5. COMPLIANCE, DISALLOWANCE, WITHHOLDING 6
6. TERMINATION 6
7. REQUIREMENT OF SUPPLEMENTING PROGRAM 7
8. DATA MANAGEMENT 7
9. SCOPE OF WORK (SOW) 8
10. REIMBURSEMENT OF COSTS 8
11. FISCAL AND PROGRAM REPORTING REQUIREMENTS 9
12. REIMBURSEMENT OF FUNDS TO THE COMMISSION 10
13. COMMISSION FISCAL REQUIREMENTS 11
    - A. Budget Revisions 11
    - B. Amendments 11
    - C. Cost Allocation Plan 11
    - D. Overhead/Indirect Costs 12
    - E. Revenues Received 12
    - F. Payroll Taxes 12
    - G. Payor of Last Resort 12
14. CONTRACTOR AUDIT REQUIREMENTS 12
15. INVENTORIABLE EQUIPMENT 13
16. REVERSION OF ASSETS 13
17. TOBACCO CONTROL POLICY 14
18. CONDUCT OF BUSINESS 14
19. RECORDS MANAGEMENT AND MAINTENANCE 15
20. PUBLIC DISCLOSURE OF DOCUMENTS 16
21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION 16
22. GOVERNING LAW AND VENUE 16
23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES 17
24. PUBLICITY AND ATTRIBUTION REQUIREMENTS 18
25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY 19
26. WORK PRODUCT 19
27. NON-DISCRIMINATION 19
28. CHILD ABUSE REPORTING 20
29. DEPARTMENT OF JUSTICE CLEARANCE 20
30. ADULT AND ELDER ABUSE REPORTING 20
31. INDEPENDENT CONTRACTOR 20
32. HOLD HARMLESS/INDEMNIFICATION 20
33. INSURANCE 21
34. ASSIGNMENT 24
35. ALTERATION AND/OR AMENDMENT 24
36. CONFLICT OF INTEREST 24
37. WAIVER AND SEVERABILITY 24
38. DISALLOWANCE 24
39. OFFICIAL DOCUMENTS 24
40. ENTIRE CONTRACT 24
41. NONEXCLUSIVE CONTRACT 24
42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT 25
43. COMPLIANCE WITH LAW 25

44. CONFLICTS IN INTERPRETATION 25
45. COUNTERPARTS 25
ATTACHMENT A: SCOPE OF WORK 26
ATTACHMENT B: BUDGET 33
ATTACHMENT C: PAYMENT PROVISIONS 34
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY 36
ATTACHMENT E: HIPAA BUSINESS ASSOCIATE AGREEMENT 37

Terms and Conditions

1. NOTICES

All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after deposit in the United States mail, postage prepaid:

COMMISSION:	CONTRACTOR:
Tammi Graham, Executive Director First 5 Riverside County 585 Technology Court Riverside, California 92507	Jeffrey Lewis JURUPA UNIFIED SCHOOL DISTRICT 4850 Pedley Road Jurupa Valley, CA 92509

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. DEFINITIONS8

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 **07/01/23**through **06/30/26**unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

If CONTRACTOR fails to comply with any conditions contained within this Contract, the COMMISSION may place the CONTRACTOR in a probationary status, temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost of activity not in compliance, and/or request repayment to the COMMISSION if any disallowance is rendered after audit findings. Written notification of non-compliance will be sent to the identified contact person and the CONTRACTOR'S Executive Director or other lead staff authorized by the CONTRACTOR'S governing board or ownership within twenty (20) working days.

6. TERMINATION

A. By COMMISSION: The COMMISSION may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, the CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise).

1. Termination for cause:

a. Due to Default or Breach of Contract. Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the COMMISSION may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COMMISSION provides CONTRACTOR the opportunity to cure breach within twenty (20) working days of receipt of notice, and CONTRACTOR does so to COMMISSION'S satisfaction.

b. Due to Health and Safety Concerns of Clients. The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract may also be immediately terminated at the sole discretion of the COMMISSION if the

CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

c. **Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.

e. **Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

B. **By CONTRACTOR**: CONTRACTOR may terminate this Contract in whole or in part upon thirty (30) calendar days' written notice to the COMMISSION.

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 funds shall ONLY be used to supplement a CONTRACTOR'S program. The COMMISSION endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

8. DATA MANAGEMENT

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the COMMISSION. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports (PPR), utilization of the COMMISSION developed reporting systems and Administrative Review formats and required training(s) to familiarize and implement the results-based accountability framework. The COMMISSION continues to refine its evaluative processes that will assist the COMMISSION, its CONTRACTORS and the community to successfully increase and measure the impact of the Proposition 10 in Riverside County. Where appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative processes. Specific areas may include but

are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.

B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.

C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).

D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.

E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by COMMISSION action. Reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the SOW and methodology contained in Attachment A as determined by the COMMISSION. The COMMISSION shall allocate the funds to CONTRACTOR as follows:

A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR.

If applicable, CONTRACTOR shall provide copies of the claim report submitted monthly for Medi-Cal and/or any other state or federal reimbursements. In addition, the CONTRACTOR will provide the subsequent revenue reports that will reconcile the claim reports.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due as described in paragraph one of this section. All reimbursement costs not submitted at the time of the Final Fiscal Expenditure Report will be disallowed.

Payment information, including amount, payment reduction or payment withheld may be obtained by the CONTRACTOR via the data management system.

B. Program Reporting

As requested by COMMISSION, CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR'S services or to provide information about CONTRACTOR'S program. CONTRACTOR shall report program and demographic data on participants, where appropriate, service and outcome data with measurement tools approved by COMMISSION. CONTRACTOR shall enter data (quantitative and qualitative) in the evaluation database system designated by COMMISSION. CONTRACTOR shall submit complete data, in accordance with the SOW.

C. Monthly Reporting

CONTRACTOR shall input and submit program data into the COMMISSION'S data management system on a monthly basis and input must be completed by the 20th of the month following Contract performance. If the reporting due date falls on a weekend or holiday, the due date will be on the following business day. The due date for program data submitted in the 4th quarter (April, May and June) may be modified by COMMISSION as required to meet internal COUNTY and State reporting deadlines. Modified due dates will be communicated to CONTRACTOR

through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Any changes that occur with program data input must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the change.

Example: Changes to program data in the first quarter must be adjusted and reconciled before the end of the 2nd quarter (December 30th, as reported in the January 30th report). A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly program data input and quarterly Program Progress Report (PPR) responsibility.

D. Quarterly and Annual Reporting

CONTRACTOR shall submit Program Progress Reports (PPR) which includes quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in the SOW and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course corrections, client success stories, sustainability and public awareness/policy change activities for the quarter. CONTRACTOR is required by the COMMISSION to complete and submit Program Progress Reports electronically via the COMMISSION'S data management system.

For each reporting period, CONTRACTOR shall provide the COMMISSION with a Program Progress Report within thirty (30) calendar days from the end of the reporting period. In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Quarterly Program Progress Reporting due dates for each Contract period are as follows:

- QUARTER 1 (July 1 – September 30): Report Due October 20
- QUARTER 2 (October 1 – December 31): Report Due January 20
- QUARTER 3 (January 1 – March 31): Report Due April 20
- QUARTER 4 (April 1 – June 30): Report Due July 11 (Final Cumulative Program Progress Report), Quarter 4 due date may be modified by COMMISSION as necessary to meet County and/or State reporting deadlines.

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. The first quarterly report is due October 20th of the current fiscal year.

CONTRACTOR agrees that failure to submit reports as specified will be sufficient cause for the COMMISSION to withhold any payment due until reporting requirements have been fulfilled.

12. <u>REIMBURSEMENT OF FUNDS TO THE COMMISSION</u>

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 <u>any</u> of the conditions below are met:

a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.

b. A single-funded staff member shares time between two or more COMMISSION funded programs.

c. The same facilities and/or resources are utilized by more than one funded program.

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.

2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.

3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

E. Revenues Received

All revenue received by the CONTRACTOR (except funds received from the COMMISSION) to operate the program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

F. Payroll Taxes

The COMMISSION shall not be directly responsible for the payment of any taxes on the CONTRACTOR'S behalf. In the event that the COMMISSION is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the COMMISSION for the full value of such paid taxes plus interest and penalty, if any. Taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

G. Payor of Last Resort

CONTRACTOR shall obtain funding through sources other than the COMMISSION to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as Medi-Cal, Healthy Families, federal or state-funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. CONTRACTOR must provide written verification upon request.

14. CONTRACTOR AUDIT REQUIREMENTS

A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls

over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.

B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars ($1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars ($1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars ($1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in-whole or in-part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the COMMISSION and CONTRACTOR, where the original cost exceeded one thousand dollars ($1,000.00) shall either be: (1) used by CONTRACTOR for the services described in the SOW for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in the SOW; or (2) disposed of and proceeds paid to the COMMISSION in a manner that results in the COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR'S out of pocket expenditures using non-

commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.

B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the COMMISSION-funded activities. The Comprehensive Tobacco Control Policy, as attached hereto.

18. CONDUCT OF BUSINESS

CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in Termination of Contract.

A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.

C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.

D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required

services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.

G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.

H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.

I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

19. RECORDS MANAGEMENT AND MAINTENANCE

A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.

C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:

a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and

b. Submission of the Program Progress Report on a quarterly basis.

D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).

F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

CONTRACTOR acknowledges and agrees that information, communications, and documents given to the COMMISSION during meetings involving COMMISSION members, staff, finance or COMMISSION Advisory Committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the COMMISSION in order that it may fully comply with the requirements of such laws and regulations.

21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION

A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.

B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is

held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.

D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.

B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and

4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.

D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.

E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and

Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.

B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside County"
"Funded by First 5 Riverside County"

"Funded by First 5 Riverside County - the Riverside County Children & Families Commission"

"Hecho posible por medio de fondos de Primeros 5 Riverside County"
"Financiado por Primeros 5 Riverside County"

For events, conferences or programs with multiple funders, one of the following attributions shall be used:

"Funded in part by First 5 Riverside County"

"Funded in part by First 5 Riverside County - the Riverside County Children & Families Commission"

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County - Comisión de Niños y Familias del Condado de Riverside"

When space is limited (i.e., buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTOR shall contact the COMMISSION'S Public Information Specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.

C. The approved First 5 Riverside County logo (graphic) shall be used on materials specific to the COMMISSION funded program. CONTRACTOR shall use the approved First 5 Riverside County logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside County graphics attribution standard as posted on the COMMISSION public website (www.First5Riverside.org).

D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.

E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the COMMISSION. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments, hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction or proselytizing.

26. WORK PRODUCT

A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.

B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

27. NON-DISCRIMINATION

Pursuant to the Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, CONTRACTOR shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal Laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through the California Department of Health Care Services. This Contract hereby incorporates by reference the provisions of Title 2, California Code of Regulations, Section 11105 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, California Code of Regulations, Section 11105 et seq. and further agrees to include this Non-Discrimination clause in all subcontracts to perform services under this Contract.

28. CHILD ABUSE REPORTING

CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

CONTRACTOR must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

30. ADULT AND ELDER ABUSE REPORTING

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) 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: JURUPA UNIFIED SCHOOL DISTRICT (CONTRACTOR)
Program: Home Visitation Prop10
Geographical Region: All Supervisorial Districts
Contract #: CF24116
Project/Budget Cycle: 07/01/23 - 06/30/26
Strategic Plan: Comprehensive Health and Development

Program Overview

CONTRACTOR, supported through First 5 Riverside County (F5RC) Home Visitation Program (HVP), will provide home visitation and training to children, 0 through 5 years of age and their families throughout Riverside County. The program's goal is to promote systematic techniques, enhancing independence and self-reliance, support and training, to parents/guardians caring for children, with emphasis on providing services. Home visits will occur at least once a month, for a maximum of two (2) hours, and the length of intervention will depend on the needs of the family and when the family begins services in relation to the child's birthdate. Home visits can increase to twice a month if there is a significant skills gap. CONTRACTOR will accept referrals from organizations throughout Riverside County, provide information through telephone contact for inquiries from the public, and provide referral services to individuals/families for other specialized intervention, if applicable.

878

Services funded by F5RC have specific service delivery requirements which align with F5RC'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 F5RC, CONTRACTOR will participate in the following as a mechanism to enhance support services.

Home Instruction for Parents of Preschool Youngsters (HIPPY) Model

CONTRACTOR will use HIPPY, a high-quality school readiness curriculum, to parents with children 2 to 5 years of age. Home visits are conducted by well-trained and supervised peer Home Visitors and is delivered directly to parents without participation of the child. HIPPY is a two-year program providing home visiting once a week, for a minimum of one (1) hour each visit, for 30 weeks. In addition, parents receive six (6) two-hour group meetings annually. Alternatively, parents of children 5 years of age participating in the HIPPY program will receive 15 visits (bi-weekly) during the 30-week period and are not required to attend the six (6) group meetings.

CONTRACTOR will provide all HVP eligible participants with an opportunity to receive one thousand dollars ($1000) worth of material goods, dependent on an observable need. The material goods can be used for a program participant's household related to care, health, and safety of the child and family, which shall not exceed one thousand dollars ($1000). Some examples of appropriate use of material goods may include, but are not limited to: child safety kits, car seats, appliance repairs, adaptive equipment for children with disabilities, and resources related to child and family language and literacy needs. Material goods items are not intended to be an incentive for individuals to participate, but rather a response to the specific needs of the participant and their families. These resources are intended to be used as a mechanism to remove barriers for vulnerable families. By eliminating these barriers, this program can help support stability for a family. Not all family's needs

will fall into the scope of these funds, but if an appropriate family need is identified by the home visitor, an effort should be made to offer material goods to support that family. Funding for material goods shall not be administered to a participant using an Electronic Benefit Transfer (EBT) card, gift cards, or cash. Items purchased cannot be used to supplant services including, but not limited to services already being provided through Welfare-to Work (WTW) supportive services, such as diapers and transportation.

Parent-Child+ Model

CONTRACTOR will use Parent-Child+ to provide intensive home visiting, to parents with children 16 months to 4 years, twice a week, for a minimum of thirty (30) minutes each visit. Parents and children participate in two program cycles, each 20 to 23 weeks in length, over a two-year period. CONTRACTOR ensures program fidelity is maintained with a minimum of 40 of the 46 visits being completed by end of program. Additionally, CONTRACTOR offers parents six (6) two-hour group meetings annually.

Monthly, CONTRACTOR will collect data to track performance as required by First 5 Riverside County to complete State report requirements CONTRACTOR will collect the following types of data monthly: Home Visiting Program Models: the total number of cases enrolled by model type. Home Visiting Program Caseload: the caseload, which includes parents or caretakers and children receiving services. Home Visiting Program Referrals and Services: referrals made to various services.

CONTRACTOR will implement the model with fidelity and good outcomes by providing families with regular home visits.

CONTRACTOR will provide to First 5 Riverside County aggregate data reports submitted to the national service office.

879

Performance Targets: 07/01/23 – 06/30/26

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Reporting Targets
Home Visitation, Group Connection, and/or Linkages	CONTRACTOR will provide home visitation to 37 families with children 0 through 5 years of age for school readiness.	CONTRACTOR will deliver evidence-based programs and tools through home visitation services: • Home Instruction for Parents of Preschool Youngsters (HIPPY)* • Parent-Child Plus (PC+)	Annually, CONTRACTOR will serve 37 children with the HIPPY or Parent-Child Plus (PC+) home visitation models. Monthly, CONTRACTOR will document and report the number of home visits conducted with enrolled families (CORE). Annually, CONTRACTOR will document and report the number of children and parents who complete the program to fidelity of the model.

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Reporting Targets
Screenings and Assessments	Children will receive initial and follow-up screenings and assessments. Screenings and/or assessments are conducted every 6-8 months with the initial conducted at the 3 or 6 visits to allow time for the home visitor and the child to build rapport.	**HIPPY/PC+** Utilize screenings and assessments to complete comprehensive evaluation and designed curriculum for use with children to prepare for school readiness success. Conduct care coordination activities to ensure children are linked and receiving services. Enter screenings and assessment data into the Apricot 360 database. Use the following screening tools: • Ages & Stages Questionnaires (ASQ:3) • Ages & Stages Questionnaires: Social-Emotional (ASQ: SE) Use the following assessment tools, per program model: **PC+ - 5 Families** 5 Parents: Parent & Child Together (PACT) 5 Children: Child Behavior Traits (CBT)	**PC+** 1. Provide **5** children 0 through 5 years of age with an **ASQ-3** screening. *(Core)* a. Document the number of referrals for additional services

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Reporting Targets
			made as a result of **ASQ-3** screenings. *(Core)* b. Document the number of referred children 0 through 5 years of age that were linked to services. (Core) 2. Provide **5** children 0 through 5 years of age with an **ASQ:SE-2** screening. (Core) a. Document the number of referrals for additional services made as a result of **ASQ:SE-2** screenings. (Core) b. Document the number of referred children 0 through 5 years of age that were linked to services. (Core) 3. Provide **5** children 0 through 5 years of ages with an initial assessment using the **CBT (Child Behavior Traits).** *(Core)* a. Document the number of children 0 through 5 years of age that demonstrate improvement from pre to post-test on the follow-up **CBT**. *(Core)* 4. Provide **5** parents with an initial assessment using the **PACT**

881

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Reporting Targets
		HIPPY – 32 Families 32 Parents: HIPPY Parent Interview 32 Children: Brigance IED III	**(Parent and Child Together).** *(Core)* a. Document the number of parents that demonstrate improvement from pre to post-test on the **PACT**. (Core) **HIPPY** 5. Provide **32** children 0 through 5 years of age with an **ASQ-3** screening. *(Core)* a. Document the number of referrals for additional services made as a result of **ASQ-3** screenings. *(Core)* b. Document the number of referred children 0 through 5 years of age that were linked to services. *(Core)* 6. Provide **32** children 0 through 5 years of age with an **ASQ:SE-2** screening. *(Core)* a. Document the number of referrals for additional services made as a result of **ASQ:SE-2** screenings. *(Core)* b. Document the number of referred children 0 through 5 years of age that were linked to services. *(Core)*

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Reporting Targets
			7. Provide **32** children 0 through 5 years of ages with an initial assessment using the **Brigance IED III.** *(Core)* a. Document the number of children 0 through 5 years of age that demonstrate improvement from pre to post-test on the follow-up **Brigance IED III.** *(Core)* 8. Provide **32** parents with an initial assessment using the **HIPPY Parent Interview.** (Core) a. Document the number of parents that demonstrate improvement from pre to post-test on the **HIPPY Parent Interview.** (Core)
Long-term Sustainability/ Public Awareness/Policy Change Agency will have a long-term sustainability plan outlining how the program will be maintained after First 5 Riverside County (F5RC) funding ends. Agency will initiate policy changes which enable stakeholder	Maintain partnerships to leverage funding from other sources and continue the program beyond the funding cycle. Work in partnership with F5RC to explore effective and efficient cost modeling approaches to maximize investments and incentivize performance. Promote home visiting programs at Community Forums, Joint Operational Meetings and channels through the Family Resource Centers. Policies will be reviewed and inclusive of PC+/HIPPY program; develop referral	Improve family functioning and improve lives of children and families in Riverside County.	On a quarterly basis, report long-term sustainability, public awareness, and policy change activities in the Performance Narrative (PPR) reports.

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Reporting Targets
buy-in and cultural shifts at the community, family and parent/caregiver levels.	procedures for providers and families to access the service. As Home Visitation Collaborative evolves, CONTRACTOR is identified as a critical partner in this system approach and will participate in stakeholder convenings.		

ATTACHMENT B: BUDGET

AGENCY	Max Visits per FY	Unit of Service*		FY 23/24	FY 24/25	FY 25/26	3 - YEAR TOTAL
JUSD HIPPY Prop 10	128	$227.89	*	$ 29,170	$ -	$ -	$ 29,170
JUSD PC+ Prop 10	120	$50.98	*	$ 6,118	$ 6,118	$ 6,118	$ 18,354
JUSD Material Goods P10				$ 5,000	$ 5,000	$ 5,000	$ 15,000
Total P10				$ 40,288	$ 11,118	$ 11,118	$ 62,524

*The Unit of Service (UOS) utilized in the budget table above is used for budgetary approval only. On an annual basis prior to July 1st, CONTRACTOR will provide a Justification of the UOS for approval to F5RC.

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **$62,524** 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: **07/01/23– 06/30/26**

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: HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Addendum") supplements and is made part of (Contract CF24116 "Contract") between the RCCFC and JURUPA UNIFIED SCHOOL DISTRICT ("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 of45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. CONTRACTOR shall promptly notify the RCCFC if CONTRACTOR is required by law to disclose PHI and/or ePHI.

C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

D. Mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.

E. Report to the RCCFC any use or disclosure of PHI and/or ePHI not provided for by this

Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the CONTRACTOR agree through contract to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

G. Make available to the RCCFC, the Secretary, in the time and manner designated by the RCCFC or Secretary, CONTRACTOR'S internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the RCCFC, or created or received by CONTRACTOR on behalf of the RCCFC, for purposes of determining, investigating or auditing CONTRACTOR'S and/or the RCCFC's compliance with the Privacy Rule.

H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR **§164.502(b)(1).**

I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which CONTRACTOR shall promptly notify the RCCFC upon CONTRACTOR'S receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by the County of Riverside), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by the RCCFC.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the RCCFC to the extent CONTRACTOR is to carry out the RCCFC's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.t

6. **Access to PHI, Amendment and Disclosure Accounting.** CONTRACTOR agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, to satisfy the requirements of 45 CFR **§164.524.**

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI

in a designated record set the RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR
§164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist the RCCFC to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if CONTRACTOR uses or maintains electronic health records. CONTRACTOR shall:

(1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

(2) Within fifteen (15) days of receiving a written request from the RCCFC, provide to the RCCFC or any individual as directed by the RCCFC information collected in accordance with this section to permit the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

(3) Make available for the RCCFC information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event the RCCFC discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the RCCFC ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that CONTRACTOR creates, receives, maintains, or transmits on behalf of the RCCFC in accordance with 45 CFR §164.308, §164.310, and §164.312;

B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

E. Ensure compliance with the Security Rule by CONTRACTOR'S workforce;

F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of CONTRACTOR agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

G. Report to the RCCFC any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, CONTRACTOR shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify the RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

(1) **Breaches treated as discovered.** A breach is treated as discovered by CONTRACTOR as of the first day on which such breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of CONTRACTOR (determined in accordance with the federal common law of agency).

(2) **Content of notification.** The written notification to the RCCFC relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:

(a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired, used or disclosed during the breach;

(b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

(c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

(d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

(e) A brief description of what CONTRACTOR is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

(f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by CONTRACTOR, CONTRACTOR shall cooperate with the RCCFC and shall provide the RCCFC with any information requested by the RCCFC to enable the RCCFC to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, CONTRACTOR shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to the RCCFC not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If CONTRACTOR delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, CONTRACTOR shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the CONTRACTOR'S failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, CONTRACTOR agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish CONTRACTOR'S obligations to indemnify, defend and hold harmless the RCCFC under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when the RCCFC , in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code
§1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

(1) CONTRACTOR agrees to assist the RCCFC to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

(2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two

(3) business days after CONTRACTOR detects such incident. CONTRACTOR further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. Hold Harmless/Indemnification.

A. CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials,

employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of the RCCFC and the County of Riverside, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.

C. The specified insurance limits required in the Contract of this Addendum shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the RCCFC and the County of Riverside herein from third party claims arising from issues of this Addendum.

D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Contract of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term**. This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by the RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside, is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Contract and will provide grounds for terminating this Addendum and the Contract with or without an opportunity to cure the breach, notwithstanding any provision in the Contract to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

(1) Terminate the Contract and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

(2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Contract and this Addendum.

(3) If termination of the Contract is not feasible, the breaching party, upon the request of the non- breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

(1) Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by the RCCFC, destroy all PHI and/or ePHI received from the RCCFC, or created or received by the CONTRACTOR on behalf of the RCCFC, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the RCCFC. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

(2) In the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to the RCCFC of the conditions that make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as the CONTRACTOR maintains such PHI and/or ePHI.

12. <u>General Provisions.</u>

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**

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT
INVESTMENT OF FUNDS
585 Technology Court
Riverside, California 92507

RCCFC AWARD:	**CF24107 FRC Network Specialist**
CONTRACTOR:	**Jurupa Unified School District**
CONTRACT TERM:	**07/1/2023 – 06/30/2026**
MAXIMUM REIMBURSABLE AMOUNT:	**$300,000**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed $300,000.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed $300,000 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	Printed Name of Person Signing: Jeffrey Lewis
Date Signed:	Title: Director, Centralized Support Services
585 Technology Court Riverside, CA 92507-2423	Address: 4850 Pedley Road Jurupa Valley, CA 92509
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Kristine Bell-Valdez Supervising Deputy County Counsel	ATTEST SIGNATURE:
Date Signed: 5/4/23	Lynn M. Stephens Executive Assistant IV
	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

Contents

1. NOTICES 5
2. SOURCE AND SCOPE OF CONTRACT 5
3. DEFINITIONS 5
4. TERM 6
5. COMPLIANCE, DISALLOWANCE, WITHHOLDING 6
6. TERMINATION 6
7. REQUIREMENT OF SUPPLEMENTING PROGRAM 7
8. DATA MANAGEMENT 7
9. SCOPE OF WORK (SOW) 8
10. REIMBURSEMENT OF COSTS 8
11. FISCAL AND PROGRAM REPORTING REQUIREMENTS 9
12. REIMBURSEMENT OF FUNDS TO THE COMMISSION 10
13. COMMISSION FISCAL REQUIREMENTS 11
    - A. Budget Revisions 11
    - B. Amendments 11
    - C. Cost Allocation Plan 11
    - D. Overhead/Indirect Costs 12
    - E. Revenues Received 12
    - F. Payroll Taxes 12
14. CONTRACTOR AUDIT REQUIREMENTS 13
15. INVENTORIABLE EQUIPMENT 13
16. REVERSION OF ASSETS 14
17. TOBACCO CONTROL POLICY 14
18. CONDUCT OF BUSINESS 14
19. RECORDS MANAGEMENT AND MAINTENANCE 15
20. PUBLIC DISCLOSURE OF DOCUMENTS 16
21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION 16
22. GOVERNING LAW AND VENUE 17
23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES 17
24. PUBLICITY AND ATTRIBUTION REQUIREMENTS 18
25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY 19
26. WORK PRODUCT 19
27. NON-DISCRIMINATION 20
28. CHILD ABUSE REPORTING 20
29. DEPARTMENT OF JUSTICE CLEARANCE 20
30. ADULT AND ELDER ABUSE REPORTING 21
31. INDEPENDENT CONTRACTOR 21
32. HOLD HARMLESS/INDEMNIFICATION 21
33. INSURANCE 22
34. ASSIGNMENT 24
35. ALTERATION AND/OR AMENDMENT 24
36. CONFLICT OF INTEREST 25
37. WAIVER AND SEVERABILITY 25
38. DISALLOWANCE 25
39. OFFICIAL DOCUMENTS 25
40. ENTIRE CONTRACT 25
41. NONEXCLUSIVE CONTRACT 25
42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT 25
43. COMPLIANCE WITH LAW 25
44. CONFLICTS IN INTERPRETATION 26
45. COUNTERPARTS 26

ATTACHMENT B: BUDGET....31
ATTACHMENT C: PAYMENT PROVISIONS....32
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY....34
ATTACHMENT E: HIPAA BUSINESS ASSOCIATE AGREEMENT....35

Terms and Conditions

1. NOTICES

All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after deposit in the United States mail, postage prepaid:

COMMISSION:	CONTRACTOR:
Tammi Graham, Executive Director	Jeffrey Lewis
First 5 Riverside	Director, Centralized Support Services
585 Technology Court	4850 Pedley Road
Riverside, California 92507	Jurupa Valley, CA 92509

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 07/1/2023 through 06/30/2026 unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

If CONTRACTOR fails to comply with any conditions contained within this Contract, the COMMISSION may place the CONTRACTOR in a probationary status, temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost of activity not in compliance, and/or request repayment to the COMMISSION if any disallowance is rendered after audit findings. Written notification of non-compliance will be sent to the identified contact person and the CONTRACTOR'S Executive Director or other lead staff authorized by the CONTRACTOR'S governing board or ownership within twenty (20) working days.

6. TERMINATION

A. By COMMISSION: The COMMISSION may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, the CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise).

1. Termination for cause:

a. Due to Default or Breach of Contract. Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the COMMISSION may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COMMISSION provides CONTRACTOR the opportunity to cure breach within twenty (20) working days of receipt of notice, and CONTRACTOR does so to COMMISSION'S satisfaction.

b. Due to Health and Safety Concerns of Clients. The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract

may also be immediately terminated at the sole discretion of the COMMISSION if the CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

c. **Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.

e. **Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

B. **By CONTRACTOR**: CONTRACTOR may terminate this Contract in whole or in part upon thirty (30) calendar days' written notice to the COMMISSION.

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 funds shall ONLY be used to supplement a CONTRACTOR'S program. The COMMISSION endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

8. DATA MANAGEMENT

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the COMMISSION. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports (PPR), utilization of the COMMISSION developed reporting systems and Administrative Review formats and required training(s) to familiarize and implement the results-based accountability framework. The COMMISSION continues to refine its evaluative processes that will assist the COMMISSION, its CONTRACTORS and the community to successfully increase and measure the impact of the Proposition 10 in Riverside County. Where

appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative processes. Specific areas may include but are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.

B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.

C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).

D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.

E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by COMMISSION action. Reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the SOW and methodology contained in Attachment A as determined by the COMMISSION. The COMMISSION shall allocate the funds to CONTRACTOR as follows:

A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR.

If applicable, CONTRACTOR shall provide copies of the claim report submitted monthly for Medi-Cal and/or any other state or federal reimbursements. In addition, the CONTRACTOR will provide the subsequent revenue reports that will reconcile the claim reports.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due as described in paragraph one of this section. All reimbursement costs not submitted at the time of the Final Fiscal Expenditure Report will be disallowed.

Payment information, including amount, payment reduction or payment withheld may be obtained by the CONTRACTOR via the data management system.

B. Program Reporting

As requested by COMMISSION, CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR'S services or to provide information about CONTRACTOR'S program. CONTRACTOR shall report program and demographic data on participants, where appropriate, service and outcome data with measurement tools approved by COMMISSION. CONTRACTOR shall enter data (quantitative and qualitative) in the evaluation database system designated by COMMISSION. CONTRACTOR shall submit complete data, in accordance with the SOW.

1. 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.**

2. 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 30
- QUARTER 2 (October 1 – December 31): Report Due January 30
- QUARTER 3 (January 1 – March 31): Report Due April 30
- QUARTER 4 (April 1 – June 30): Report Due July 30 (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 30th 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. <u>REIMBURSEMENT OF FUNDS TO THE COMMISSION</u>

If CONTRACTOR has been overpaid in the previous fiscal year, the COMMISSION will, in instances where the Contract is renewed, reduce subsequent payment(s) to recover the amount overpaid.

Notwithstanding any other provision herein, CONTRACTOR agrees to reimburse, in full, all funds received from the COMMISSION, upon request of the COMMISSION, where such funds as determined by the COMMISSION are not or have not been utilized by CONTRACTOR for purpose as intended by the COMMISSION. The terms and conditions of reimbursement shall be at the sole discretion of the COMMISSION. This provision is not terminated upon termination of this Contract.

13. COMMISSION FISCAL REQUIREMENTS

A. Budget Revisions

A Budget Revision Form may be submitted by the CONTRACTOR to the COMMISSION to modify budget line(s) of the approved budget. The request must indicate the proposed line-item change, the budget as amended applying the requested change, a written justification for each requested change, and signed by an authorized representative. The request cannot result in any alteration or degradation to the program services and performance targets as specified in this Contract.

The COMMISSION Executive Director (or designee), on behalf of the COMMISSION, has the authority to approve or deny the request, provided that the modification does not deviate from the original intent of the Contract or increase the total Contract amount. CONTRACTOR is limited to two (2) budget revisions per fiscal year.

The CONTRACTOR must submit any Budget Revision Forms to the COMMISSION or designee no later than **March 31st** of the fiscal year.

B. Amendments

Necessity for budget amendments to this Contract will be determined by the COMMISSION Executive Director (or designee) and may include, but are not limited to, Contract increases or decreases and significant changes to the Scope of Work (SOW). All budget amendments to the Contract shall require formal approval of the COMMISSION Executive Director acting on behalf of the COMMISSION, as provided herein before such amendments are effective. Major budget amendments, as determined by the COMMISSION Executive Director, in consultation with County legal counsel, will require formal approval of the COMMISSION. Contract budget amendments shall be considered until March 31st of each fiscal year.

C. Cost Allocation Plan

CONTRACTOR shall have or will establish a Cost Allocation Plan (CAP) to identify prorated costs shared by multiple funding sources, including Proposition 10 funds. CONTRACTOR shall identify any other funding sources and organizations whose cooperation/participation is necessary to ensure the success of the project. CONTRACTOR'S CAP must be approved by CONTRACTOR'S appropriate governing body and submitted with the executed Contract.

A CAP is defined as a written summarization that documents the methods and procedures CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair share, of the total costs. The CONTRACTOR must have a method of identifying and

distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

A written CAP is required if any of the conditions below are met:

a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.

b. A single-funded staff member shares time between two or more COMMISSION funded programs.

c. The same facilities and/or resources are utilized by more than one funded program.

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.

2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.

3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

E. Revenues Received

All revenue received by the CONTRACTOR (except funds received from the COMMISSION) to operate the program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

F. Payroll Taxes

The COMMISSION shall not be directly responsible for the payment of any taxes on the CONTRACTOR'S behalf. In the event that the COMMISSION is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the COMMISSION for the full value of such paid taxes plus interest and penalty, if any. Taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

G. Payor of Last Resort

CONTRACTOR shall obtain funding through sources other than the COMMISSION to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as Medi-Cal, Healthy Families, federal or state-funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. CONTRACTOR must provide written verification upon request.

14. CONTRACTOR AUDIT REQUIREMENTS

A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.

B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars ($1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars ($1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars ($1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in-whole or in-part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the COMMISSION and CONTRACTOR, where the original cost exceeded one thousand dollars ($1,000.00) shall either be: (1) used by CONTRACTOR for the services described in the SOW for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in the SOW; or (2) disposed of and proceeds paid to the COMMISSION in a manner that results in the COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR'S out of pocket expenditures using non-commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.

B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the COMMISSION funded activities. The Comprehensive Tobacco Control Policy, as attached hereto.

18. CONDUCT OF BUSINESS

CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in Termination of Contract.

A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.

C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.

D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.

G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.

H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.

I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

19. RECORDS MANAGEMENT AND MAINTENANCE

A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.

C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:

a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and

b. Submission of the Program Progress Report on a quarterly basis.

D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).

F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

CONTRACTOR acknowledges and agrees that information, communications, and documents given to the COMMISSION during meetings involving COMMISSION members, staff, finance or COMMISSION Advisory Committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the COMMISSION in order that it may fully comply with the requirements of such laws and regulations.

21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION

A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government.

Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.

B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.

D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.

B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and

4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.

D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.

E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.

B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside County"

"Funded by First 5 Riverside County"

"Funded by First 5 Riverside County - the Riverside County Children & Families Commission"

"Hecho posible por medio de fondos de Primeros 5 Riverside County"

"Financiado por Primeros 5 Riverside County"

For events, conferences or programs with multiple funders, one of the following attributions shall be used:

"Funded in part by First 5 Riverside County"

"Funded in part by First 5 Riverside County - the Riverside County Children & Families Commission"

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County - Comisión de Niños y Familias del Condado de Riverside"

When space is limited (i.e., buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTOR shall contact the COMMISSION'S Public Information Specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.

C. The approved First 5 Riverside 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).

D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.

E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the COMMISSION. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments, hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction or proselytizing.

26. WORK PRODUCT

A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.

B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

27. NON-DISCRIMINATION

Pursuant to the Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, CONTRACTOR shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal Laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through the California Department of Health Care Services. This Contract hereby incorporates by reference the provisions of Title 2, California Code of Regulations, Section 11105 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, California Code of Regulations, Section 11105 et seq. and further agrees to include this Non-Discrimination clause in all subcontracts to perform services under this Contract.

28. CHILD ABUSE REPORTING

CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

CONTRACTOR must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

30. ADULT AND ELDER ABUSE REPORTING

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) working days.

31. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is an independent contractor, and that no relationship of employer-employee exists between the CONTRACTOR and the COMMISSION. The CONTRACTOR, nor CONTRACTOR'S officers, agents, employees or subcontractors, shall not be entitled to any COMMISSION paid employee benefits, including Workers' Compensation.

32. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless COMMISSION, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to in this section as the "COUNTY") from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives under this Contract. CONTRACTOR shall defend the COUNTY at CONTRACTOR'S sole expense, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards), the COUNTY in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at sole cost, have the right to use counsel of choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the COUNTY as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Contract shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

In the event there is a conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

A. If CONTRACTOR is a public entity, as defined by applicable law, the COMMISSION and CONTRACTOR, to the extent that liability may be imposed on the COMMISSION by the provisions of Government Code Section 895.2, shall be liable for acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either the COMMISSION or CONTRACTOR'S, employees or representatives, performance or omission of any act or responsibility of either party under this Contract. In the event that a claim is made against both the COMMISSION and CONTRACTOR, both parties shall cooperate in the defense of said claim and to cause insurers to do likewise.

B. CONTRACTOR agrees to indemnify the COMMISSION for all federal/state withholding or state retirement payments, which the COMMISSION may be required to make by the federal or state government as a result of this Contract. If for any reason, CONTRACTOR is determined not to be an independent contractor to the COMMISSION in carrying out the terms of the Contract, such indemnification shall be paid in full to the COMMISSION upon sixty (60) calendar days written notice to CONTRACTOR if a federal and/or state determination is made that such payment is required.

33. INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. Pertinent to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

Workers' Compensation:
If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than one million dollars ($1,000,000) per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross-liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insureds. Policy limit of liability shall not be less than 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 conflict in interpretation by the parties of the provisions contained in the numbered sections of this Contract and the provisions contained in the attachments hereto, the provisions of the attachments in the Contract shall prevail over those in numbered sections.

45. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

ATTACHMENT A: SCOPE OF WORK

The *Family Resource Center Network Expansion* will support families from broader population groups by increasing and expanding resources, and by providing linkages to prevention services and direct support to families with young children ages 0 through 5. The Family Resource Centers (FRCs) and Community Hubs are embedded in communities and operate at the neighborhood level to support families where they live and gather. By leveraging existing relationships and partnerships, FRCs and Community-Based Organizations will serve families and connect them to a wide range of services and supports, from responding to families in crisis to promoting children's healthy development and general well-being.

First 5 Riverside County (First 5) seeks to connect with families in convenient and familiar spaces through the FRC Network Expansion. This will allow parents/caregivers to strengthen connections to each other and their communities.

CONTRACTOR shall provide a Family Resource Center Network Specialist position (FRCNWS), office space, equipment, mileage, and/or other operational expenses to complement and enhance the existing family support services.

The FRCNWS will expand the resources, services, and supports families access by linking families with children to existing community-based supports, including First 5's FRCs. This strategy will provide an opportunity to build relationships with families, and act as an ambassador to both social connections, programs, and the safety net as needed and ensure continuity of care following any level of support the family is seeking. This high-level community-facing position helps identify resources for parents, caregivers, and others to strengthen connections that are responsive to each family's needs.

The job description for the FRCNWS is included in Attachment A to this scope of work. In addition to the job duties listed, the FRCNWS will be expected to:

- Attend regularly scheduled meetings with First 5 staff and peers to:
    - Develop goals, objectives, and targets for years 1, 2, and 3 of the programs, including data collection requirements;
    - Participate in trainings on the use of First 5's data collection and documentation system.
    - Have access to and be required to input data into the First 5 data system, subject to the terms and conditions of the HIPAA Business Associate Agreement attached and made part of this agreement as Appendix E.
    - The minimum required data points for each family and/or individual served are included in the FRC Intake form.
- FRCNWS will provide a monthly progress report outlining at least the following:
    - A summary of outreach events and activities, including (but not limited to:
        - A Contact Log outlining
        - The name and purpose of the agency
        - Agency contact information
        - Type of engagement (i.e., attended an event or heard a presentation, etc.)
        - Engagement result (i.e., new program referral, new clients referred, new events/activities or partnerships, etc.)
- Participate in and support staffing for Community Outreach events in partnership with First 5 and the FRCs
    - FRCNWS participates in a minimum of five (5) events and/or activities per year as coordinated by First 5. This includes evening or weekend events, as necessary.
- Actively participate with First 5 staff and community stakeholders in the design and implementation of regular Communities of Practice (CoPs) that will include:

    - Training on the 5 Protective Factors
    - Professional development needed for the Family Resource Network
    - Leveraging each partner's and stakeholder's strengths (i.e., resources, services, and networks) to expand both service linkages and outreach to new populations
    - Training in data collection and tracking in F5RC's data collection system
- Participate in an annual review of this Scope of Work in support of the Network-Expansion goal of the Family Resource Centers (FRCs).

CONTRACTOR shall give at least 3 business days written notice for any changes in the staffing of the FRCNWS position. At the time CONTRACTOR gives notice of appointment of a new FRCNWS, a resume of the candidate appointed shall be included.

Respond to Emerging Needs

First 5's FRCs play a critical role in preventing child abuse and neglect, strengthening children and families, and connecting families to systems of care that focus on improving fundamental social and economic structures, environments, and conditions that support the ability of families to reach their full potential. FRCs also play a vital role in communities, serving as trusted partners that help connect children and families to resources and services that can lessen the everyday stressors that families with children face. The FRC network provides a broad range of community-wide prevention services, while also leveraging First 5's current partnerships and investments to ensure shared responsibility to improve the lives of all families in Riverside County. These include but are not limited to the following:

Help Me Grow – Inland Empire (HMG-IE), Help Me Grow is a collective approach to strengthening the early identification and intervention system. It works to ensure that all children have developmental screenings and that families can access the services they need. Community hubs are critical partners in this system approach and participate in regional stakeholder convenings.

HealthySteps is an evidence-based, team-based pediatric primary care program designed to promote nurturing parenting and healthy development for babies and toddlers. Community hubs link families served by FQHCs and health and wellness clinics to the HealthySteps programs funded through First 5 Riverside County.

Cross Systems Integration is an intentional strategic approach where programs are coordinated and integrated to simplify access and referrals, streamlining the provision of services to families, and leveraging multiple funding streams and resources. As there is a need to ensure that 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 the identification of other possible support services that address broader needs of the family. This may include, but is not limited to, early intervention services, high-quality early learning settings, health and behavioral services (including those listed above), and family support services for families of children from the prenatal through the pre-kindergarten stages.

Racial Equity and Systemic Racism: The *Family Resource Center Network Expansion* supports equitable outcomes for all children and families acting with intentionality to eliminate racial inequities and ensure all families have access to educational success, quality health care, food security, housing, socioeconomic mobility, reduced stress, and more. Through this approach, there is an opportunity to address organizational and systemic biases to advance racial equity for all communities that would positively impact children and families.

APPENDIX A: JOB DESCRIPTION

Job Title: Family Resource Center Network Specialist

Summary:
The Family Resource Center Network Specialist (FRCNWS) is a community-facing position, identifying resources for parents, caregivers, and others to strengthen connections tailored to each family's needs.

In this role, the FRCNWS engages with a variety of service providers, Family Resource Centers, community-based and faith-based organizations, and tribal governments to facilitate conversations and engage in partnership-building among agencies with the focus on improving the access to needed services and other support of local families.

The FRCNWS role also includes attending community meetings and leading and participating in networking-building activities focused on establishing collaborative partnerships throughout Riverside County to improve outcomes for children and families.

This position requires the application of knowledge and skills to educate and network with people of diverse backgrounds and cultures. The position reports to a supervisory level position within the applicant agency, who will review work for professional competence and alignment with established procedures and contracted deliverables.

The FRCNWS is expected to maintain clear, accurate, and timely data and information and is responsible for preparing administrative and program outcome reports as it relates to meeting program goals and objectives; and engaging in strategic thinking to improve and expand services for families and communities. Data and information should be focused dually on families who currently access the Family Resource Center (FRC) and families who have not accessed the FRC but could benefit from doing so, through proactive outreach and engagement. At a systems level, this position will coordinate with several service providers in the community they serve to support the design and development of a Community Network Hub. Using data, the FRCNWS will have a thorough knowledge of the community and its partnerships and contribute to building a much larger coordinated system for child abuse prevention and child well-being efforts.

Capacity meeting milestones will include training, understanding the community needs; demonstrating knowledge of the 5 Protective Factors in Strengthening Families (as referenced in the First 5 Riverside County Strategic Plan), and building the structures to support the 5 Protective Factors.

Essential Duties

Partnership Building and Relationship Management

1. Demonstrate knowledge of available community resources including an array of early childhood and family support services as well as other community resources.
2. Conduct community outreach, presentations, and workshops.
    a. Develop a list of community events and health fairs, and arrange, organize and work closely with agency staff to ensure participation in community activities.
    b. Provide training to improve understanding of community needs.
    c. Encourage and motivate members of the communities to become involved and develop skills needed to improve their quality of life and related neighborhood issues.
3. Identify, develop, coordinate, and maintain partnerships with community groups and local coalitions within Riverside County.
    a. Work collaboratively with First 5 Riverside County staff and other Community Program Staff to expand capacity and community services.

i. Actively link and build ways to partner with health programs, public schools, Head Start programs, or other childhood educational settings.

b. Working collaboratively with First 5 Riverside County Family Resource Center staff to develop strategies and interventions to remove barriers that prevent families from accessing services.
   i. Contributes to the assessment & understanding of community needs.
   ii. Design strategies that specifically target working with organizations that serve culturally diverse communities.

c. Actively participates in cross-agency coordination and collaborative meetings.

Communications and Marketing

4. Develops, coordinates, implements, and maintains a long-range public education and awareness plan.
5. Performs public speaking activities, including:
   a. Representing the agency and FRC Network at public hearings and community functions; and
   b. Coordinating and/or participating in special community events and public recognition programs as it relates to each program and open house activities.

Case Management Support

6. Participate in case reviews/disposition, and case consultation, with home visiting program staff, FRC social workers, and other related staff as appropriate.
7. Informing home visiting program staff, FRC social workers, and other specialized community support staff of available services for families and potentially assisting staff with the referral of the family to the appropriate agency for continued care.

Administrative Duties

8. Assist in the data management of the agreed-upon program deliverables related to identifying resources and referrals for families.
   a. Assist with program start-up activities and subsequent (ongoing) statistical, recording, and reporting activities.
9. Suggest, organize, and order giveaway items and educational materials; and maintain an inventory of these supplies.
10. Supports in the preparation of program deliverables and budgets of related programs; reviews program progress and outcomes on an ongoing basis to ensure conformance with established deliverables.
11. Contributes to the evaluation of related program activities to ensure program/contract compliance with goals and objectives. Implements corrective measures as required.
12. Tracks new program initiatives and trends related to young children and families to remain updated in the field and participates in relevant training that is offered.

Qualifications

13. CONTRACTOR will be responsible to apply qualifications, experience and education background requirements necessary to fulfill this scope of work in accordance with their job-classification and HR policy framework.

ATTACHMENT B: BUDGET

ANNUAL BUDGET MUST NOT EXCEED MAXIMUM ANNUAL ALLOCATION

SAMPLE BUDGET WITH APPROVED CATEGORIES

	FY23/24	FY24/25	FY25/26	Total Contract
Personnel Expenses				
Salaries	$ 70,000	$ 70,000	$ 70,000	$ 210,000
Benefits	$ 13,636	$ 13,636	$ 13,636	$ 40,908
Salaries & Benefits	**$ 83,636**	**$ 83,636**	**$ 83,636**	**$ 250,908**
Operational Expenses				
Materials*	$ 4,000	$ 4,000	$ 4,000	$ 12,000
Mileage**	$ 4,000	$ 4,000	$ 4,000	$ 12,000
Operational Expenses	**$ 8,000**	**$ 8,000**	**$ 8,000**	**$ 24,000**
Indirect Expenses* **	**$ 8,364**	**$ 8,364**	**$ 8,364**	**$ 25,091**
Total Expenses	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 300,000**

* Materials encompasses goods for Advertising/ Outreach Marketing, Office Supplies, Program Materials.

** Travel constitutes mileage to from corporate home office to outreach and networking events, training, and conferences attended by FRCNWS in the execution of duties.

*** Indirect Expenses are calculated as 10% of Personnel Expenses (Salaries & Benefits Only). No backup documentation is required for the Indirect Expenses as it is directly related to the Salaries and Benefits.

CONTRACTOR must submit a budget to First 5 for approval before July 1st of each fiscal year.

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **$300,000** for the duration of the Contract period as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

CONTRACT PERIOD: **07/1/2023 – 06/30/2026**

1. Method, Time, and Schedule Conditions of Payment

   a. The COMMISSION will disburse funds on a reimbursement payment process based on the Contract Budget (Attachment "B") amount for the applicable fiscal year and monthly report submissions. Payment will be rendered thirty (30) business days from submission of all required documentation and/or the reporting deadline.

   b. Disbursement of any payment of funds to CONTRACTOR shall be made so long as all of the following conditions have been met:

      1. The Contract has been approved by the COMMISSION;
      2. The Contract has been fully executed by all parties;
      3. All applicable licenses to comply with the terms of the SOW are current and valid;
      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 of materials with copies of invoices and/or receipts, mileage report(s), copies of check(s) or proof of payment;
      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; 3) if the funded position is vacant; or 4) 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 the 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.

Funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget.

d. 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.

e. The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food are based on the current IRS allowable rate.

f. 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: HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Addendum") supplements and is made part of (Contract CF24107 "Contract") between the RCCFC and **Error! Reference source not found.**("CONTRACTOR") and shall be effective as of the date the Contract is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, the RCCFC and CONTRACTOR entered into the Contract pursuant to which the CONTRACTOR provides services to the RCCFC, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to CONTRACTOR for the purposes of carrying out its obligations under the Contract; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111- 005 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Contract; and,

WHEREAS, the RCCFC is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent the RCCFC discloses PHI and/or ePHI to CONTRACTOR or CONTRACTOR creates, receives, maintains, transmits, or has access to PHI and/or ePHI of the RCCFC, CONTRACTOR is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and
conditions on such uses and disclosures.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

   A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which

compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

(1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

(a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification.

(b) The unauthorized person who used the PHI or to whom the disclosure was made;

(c) Whether the PHI was actually acquired or viewed; and,

(d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which the RCCFC participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.

C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care

clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.

K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

L. "Required by law" has the meaning given such term in 45 CFR §164.103.

M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services 22 ("HHS").

N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.

P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

2. <u>Scope of Use and Disclosure by CONTRACTOR of the RCCFC's PHI and/or ePHI.</u>

A. Except as otherwise provided in this Addendum, CONTRACTOR may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of CONTRACTOR under the Contract or to perform functions, activities or services for, or on behalf of, the RCCFC as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), CONTRACTOR may:

(1) Use PHI and/or ePHI if necessary for CONTRACTOR'S proper management and administration and to carry out its legal responsibilities; and,

(2) Disclose PHI and/or ePHI for the purpose of CONTRACTOR'S proper management and administration or to carry out its legal responsibilities, only if:

(a) The disclosure is required by law; or,

(b) CONTRACTOR obtains reasonable assurances, in writing, from the person to whom CONTRACTOR will disclose such PHI and/or ePHI that the person will:

(i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which CONTRACTOR disclosed it to the person, or as required by law; and,

(ii) Notify CONTRACTOR of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

(3) Use PHI to provide data aggregation services relating to the health care operations of the RCCFC pursuant to the Contract or as requested by the RCCFC; and,

(4) De-identify all PHI and/or ePHI of the RCCFC received by CONTRACTOR under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Prohibited Uses and Disclosures.

A. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Contract or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from the RCCFC.

B. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from the RCCFC or from another business associate of the RCCFC, except as permitted or required by this Addendum, or as required by law.

C. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the RCCFC would be prohibited from making.

D. CONTRACTOR shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

(1) Not to use or disclose PHI for fundraising, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR
§164.508;

(2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR
§164.508(a)(3);

(3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of

pocket in full for the health care item or service to which the PHI solely relates; and,

(4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Contract and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by the RCCFC to CONTRACTOR for services provided pursuant to the Contract.

4. Obligations of the RCCFC.

A. The RCCFC agrees to make its best efforts to notify CONTRACTOR promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by the RCCFC that may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

B. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

C. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI and/or ePHI.

D. The RCCFC agrees not to request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

E. The RCCFC agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its obligations under this Addendum and/or Contract.

5. Obligations of CONTRACTOR. In connection with the use or disclosure of PHI and/or ePHI, CONTRACTOR agrees to:

A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. CONTRACTOR shall promptly notify the RCCFC if CONTRACTOR is required by law to disclose PHI and/or ePHI.

C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

D. Mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.

E. Report to the RCCFC any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as

required by 45 CFR §164.410.

F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the CONTRACTOR agree through contract to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

G. Make available to the RCCFC, the Secretary, in the time and manner designated by the RCCFC or Secretary, CONTRACTOR'S internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the RCCFC, or created or received by CONTRACTOR on behalf of the RCCFC, for purposes of determining, investigating or auditing CONTRACTOR'S and/or the RCCFC's compliance with the Privacy Rule.

H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR **§164.502(b)(1).**

I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which CONTRACTOR shall promptly notify the RCCFC upon CONTRACTOR'S receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by the County of Riverside), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by the RCCFC.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the RCCFC to the extent CONTRACTOR is to carry out the RCCFC's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.t

6. **Access to PHI, Amendment and Disclosure Accounting.** CONTRACTOR agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, to satisfy the requirements of 45 CFR **§164.524.**

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to

PHI in a designated record set the RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR
§164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist the RCCFC to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if CONTRACTOR uses or maintains electronic health records. CONTRACTOR shall:

(1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

(2) Within fifteen (15) days of receiving a written request from the RCCFC, provide to the RCCFC or any individual as directed by the RCCFC information collected in accordance with this section to permit the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

(3) Make available for the RCCFC information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event the RCCFC discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the RCCFC ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that CONTRACTOR creates, receives, maintains, or transmits on behalf of the RCCFC in accordance with 45 CFR §164.308, §164.310, and §164.312;

B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

E. Ensure compliance with the Security Rule by CONTRACTOR'S workforce;

F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of CONTRACTOR agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

G. Report to the RCCFC any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, CONTRACTOR shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify the RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

(1) **Breaches treated as discovered.** A breach is treated as discovered by CONTRACTOR as of the first day on which such breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of CONTRACTOR (determined in accordance with the federal common law of agency).

(2) **Content of notification.** The written notification to the RCCFC relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:

(a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired, used or disclosed during the breach;

(b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

(c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

(d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

(e) A brief description of what CONTRACTOR is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

(f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by CONTRACTOR, CONTRACTOR shall cooperate with the RCCFC and shall provide the RCCFC with any information requested by the RCCFC to enable the RCCFC to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, CONTRACTOR shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to the RCCFC not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If CONTRACTOR delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, CONTRACTOR shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the CONTRACTOR'S failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, CONTRACTOR agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish CONTRACTOR'S obligations to indemnify, defend and hold harmless the RCCFC under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when the RCCFC , in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code
§1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

(1) CONTRACTOR agrees to assist the RCCFC to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

(2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two

(3) business days after CONTRACTOR detects such incident. CONTRACTOR further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

A. CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials,

employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of the RCCFC and the County of Riverside, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.

C. The specified insurance limits required in the Contract of this Addendum shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the RCCFC and the County of Riverside herein from third party claims arising from issues of this Addendum.

D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Contract of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by the RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside, is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Contract and will provide grounds for terminating this Addendum and the Contract with or without an opportunity to cure the

breach, notwithstanding any provision in the Contract to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

(1) Terminate the Contract and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

(2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Contract and this Addendum.

(3) If termination of the Contract is not feasible, the breaching party, upon the request of the non- breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

(1) Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by the RCCFC, destroy all PHI and/or ePHI received from the RCCFC, or created or received by the CONTRACTOR on behalf of the RCCFC, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the RCCFC. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

(2) In the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to the RCCFC of the conditions that make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as the CONTRACTOR maintains such PHI and/or ePHI.

12. <u>General Provisions.</u>

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**

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 **948**

AGENDA ITEM: 23-30
DATE OF MEETING: MAY 10, 2023
ACTION: ☒
INFORMATION: ☐

APPROVE TWO CONTRACTS WITH RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH FOR HOME VISITING [PROP 10 – AMOUNT NOT TO EXCEED $480,678 (CF24120) AND CALIFORNIA DEPARTMENT OF SOCIAL SERVICES CALWORKS FUNDS NOT TO EXCEED $1,282,356 (CF24119)] FROM JULY 1, 2023 – JUNE 30, 2026

SUMMARY OF REQUEST

Approve two contracts (CF24120 and CF24119) with Riverside University Health System – Public Health, in alignment with Riverside County Children and Families Commission Strategic Plan through 2026, for an amount not to exceed $1,763,034, effective July 1, 2023 – June 30, 2026. Approval of these contracts supports home visiting funded by Prop 10 and CalWORKs. Funding for each contract is noted below.

1. CalWORKs (Home Visiting) CF24119 – $1,282,356
2. Prop 10 (Home Visiting) CF24120 – $480,678

BACKGROUND

Riverside University Health System – Public Health (RUSH-PH) has been a partner agency providing home visiting services, including Nurse-Family Partnership (NFP) and Healthy Families America (HFA) since 2019. Continued funding for three additional years supports new and existing clients in both Prop 10 and CalWORKs models.

RECOMMENDED ACTION

That the Commission:

1. Approve Contract Nos. CF24120 and CF24119 with RUHS-Public Health for an amount not to exceed $1,763,034, effective July 1, 2023 – June 30, 2026, and authorize the Executive Director to sign the contracts 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 Nos. CF24119 and CF24120 on behalf of the Commission including modifications of the statement of work that stay within the intent of said contract without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation has been included in the proposed FY 23/24 budget (938001-25800-92945-527980).

STRATEGIC PLAN RELEVANCE
Goal 2: Comprehensive Health and Development

POTENTIAL CONFLICTS OF INTEREST

Commissioner Kim Saruwatari, Director Public Health

ATTACHMENTS

1. CF24119 – RUHS-PH – Home Visiting CWS
2. CF24120 – RUHS-PH – Home Visiting P10

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT
INVESTMENT OF FUNDS
585 Technology Court
Riverside, California 92507

RCCFC AWARD:	**CF24119**
CONTRACTOR:	RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH
CONTRACT SUBJECT MATTER:	HOME VISITING Program CalWORKs
CONTRACT TERM:	**07/01/23 – 06/30/26**
MAXIMUM REIMBURSABLE AMOUNT:	**$1,282,356**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed **$1,282,356**.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed **$1,282,356** 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	Kim Saruwatari
Date Signed:	Title: Director of Public Health and Authorized Signatory
585 Technology Court Riverside, CA 92507-2423	4065 County Circle Drive Riverside, CA 92503
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Kristine Bell-Valdez Supervising Deputy County Counsel	ATTEST SIGNATURE:
Date Signed: 5/4/23	Lynn M. Stephens Executive Assistant IV
	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

Contents

1. NOTICES 5
2. SOURCE AND SCOPE OF CONTRACT 5
3. DEFINITIONS 5
4. TERM 6
5. COMPLIANCE, DISALLOWANCE, WITHHOLDING 6
6. TERMINATION 6
7. REQUIREMENT OF SUPPLEMENTING PROGRAM 7
8. DATA MANAGEMENT 7
9. SCOPE OF WORK (SOW) 8
10. REIMBURSEMENT OF COSTS 8
11. FISCAL AND PROGRAM REPORTING REQUIREMENTS 9
12. REIMBURSEMENT OF FUNDS TO THE COMMISSION 10
13. COMMISSION FISCAL REQUIREMENTS 11
    - A. Budget Revisions 11
    - B. Amendments 11
    - C. Cost Allocation Plan 11
    - D. Overhead/Indirect Costs 12
    - E. Revenues Received 12
    - F. Payroll Taxes 12
    - G. Payor of Last Resort 12
14. CONTRACTOR AUDIT REQUIREMENTS 12
15. INVENTORIABLE EQUIPMENT 13
16. REVERSION OF ASSETS 13
17. TOBACCO CONTROL POLICY 14
18. CONDUCT OF BUSINESS 14
19. RECORDS MANAGEMENT AND MAINTENANCE 15
20. PUBLIC DISCLOSURE OF DOCUMENTS 16
21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION 16
22. GOVERNING LAW AND VENUE 16
23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES 17
24. PUBLICITY AND ATTRIBUTION REQUIREMENTS 18
25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY 19
26. WORK PRODUCT 19
27. NON-DISCRIMINATION 19
28. CHILD ABUSE REPORTING 20
29. DEPARTMENT OF JUSTICE CLEARANCE 20
30. ADULT AND ELDER ABUSE REPORTING 20
31. INDEPENDENT CONTRACTOR 20
32. HOLD HARMLESS/INDEMNIFICATION 20
33. INSURANCE 21
34. ASSIGNMENT 24
35. ALTERATION AND/OR AMENDMENT 24
36. CONFLICT OF INTEREST 24
37. WAIVER AND SEVERABILITY 24
38. DISALLOWANCE 24
39. OFFICIAL DOCUMENTS 24
40. ENTIRE CONTRACT 24
41. NONEXCLUSIVE CONTRACT 24
42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT 25
43. COMPLIANCE WITH LAW 25

44. CONFLICTS IN INTERPRETATION 25
45. COUNTERPARTS 25
ATTACHMENT A: SCOPE OF WORK 26
ATTACHMENT B: BUDGET 31
ATTACHMENT C: PAYMENT PROVISIONS 32
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY 34
ATTACHMENT E: HIPAA BUSINESS ASSOCIATE AGREEMENT 35

Terms and Conditions

1. NOTICES

All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after deposit in the United States mail, postage prepaid:

COMMISSION:	CONTRACTOR:
Tammi Graham, Executive Director First 5 Riverside County 585 Technology Court Riverside, California 92507	Kim Saruwatari RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH 4065 County Circle Drive Riverside, CA 92503

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 **07/01/23**through **06/30/26**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: a 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 the breach within twenty (20) working days of receipt of notice, and CONTRACTOR does so to COMMISSION'S satisfaction.

b. Due to Health and Safety Concerns of Clients. The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract may also be immediately terminated at the sole discretion of the COMMISSION if the

CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

c. **Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.

e. **Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

B. **By CONTRACTOR**: CONTRACTOR may terminate this Contract in whole or in part upon thirty (30) calendar days' written notice to the COMMISSION.

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 funds shall ONLY be used to supplement a CONTRACTOR'S program. The COMMISSION endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

8. DATA MANAGEMENT

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the COMMISSION. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports (PPR), utilization of the COMMISSION developed reporting systems and Administrative Review formats and required training(s) to familiarize and implement the results-based accountability framework. The COMMISSION continues to refine its evaluative processes that will assist the COMMISSION, its CONTRACTORS and the community to successfully increase and measure the impact of the Proposition 10 in Riverside County. Where appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative processes. Specific areas may include but

are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.

B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.

C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).

D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.

E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by COMMISSION action. Reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the SOW and methodology contained in Attachment A as determined by the COMMISSION. The COMMISSION shall allocate the funds to CONTRACTOR as follows:

A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR.

If applicable, CONTRACTOR shall provide copies of the claim report submitted monthly for Medi-Cal and/or any other state or federal reimbursements. In addition, the CONTRACTOR will provide the subsequent revenue reports that will reconcile the claim reports.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due as described in paragraph one of this section. All reimbursement costs not submitted at the time of the Final Fiscal Expenditure Report will be disallowed.

Payment information, including amount, payment reduction or payment withheld may be obtained by the CONTRACTOR via the data management system.

B. Program Reporting

As requested by COMMISSION, CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR'S services or to provide information about CONTRACTOR'S program. CONTRACTOR shall report program and demographic data on participants, where appropriate, service and outcome data with measurement tools approved by COMMISSION. CONTRACTOR shall enter data (quantitative and qualitative) in the evaluation database system designated by COMMISSION. CONTRACTOR shall submit complete data, in accordance with the SOW.

C. Monthly Reporting

CONTRACTOR shall input and submit program data into the COMMISSION'S data management system on a monthly basis and input must be completed by the 20th of the month following Contract performance. If the reporting due date falls on a weekend or holiday, the due date will be on the following business day. The due date for program data submitted in the 4th quarter (April, May and June) may be modified by COMMISSION as required to meet internal COUNTY and State reporting deadlines. Modified due dates will be communicated to CONTRACTOR

through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Any changes that occur with program data input must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the change.

Example: Changes to program data in the first quarter must be adjusted and reconciled before the end of the 2nd quarter (December 30th, as reported in the January 30th report). A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly program data input and quarterly Program Progress Report (PPR) responsibility.

D. Quarterly and Annual Reporting

CONTRACTOR shall submit Program Progress Reports (PPR) which includes quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in the SOW and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course corrections, client success stories, sustainability and public awareness/policy change activities for the quarter. CONTRACTOR is required by the COMMISSION to complete and submit Program Progress Reports electronically via the COMMISSION'S data management system.

For each reporting period, CONTRACTOR shall provide the COMMISSION with a Program Progress Report within thirty (30) calendar days from the end of the reporting period. In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Quarterly Program Progress Reporting due dates for each Contract period are as follows:

- QUARTER 1 (July 1 – September 30): Report Due October 20
- QUARTER 2 (October 1 – December 31): Report Due January 20
- QUARTER 3 (January 1 – March 31): Report Due April 20
- QUARTER 4 (April 1 – June 30): Report Due July 11 (Final Cumulative Program Progress Report), Quarter 4 due date may be modified by COMMISSION as necessary to meet County and/or State reporting deadlines.

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. The first quarterly report is due October 20th of the current fiscal year.

CONTRACTOR agrees that failure to submit reports as specified will be sufficient cause for the COMMISSION to withhold any payment due until reporting requirements have been fulfilled.

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

If CONTRACTOR has been overpaid in the previous fiscal year, the COMMISSION will, in instances where the Contract is renewed, reduce subsequent payment(s) to recover the amount overpaid.

Notwithstanding any other provision herein, CONTRACTOR agrees to reimburse, in full, all funds received from the COMMISSION, upon request of the COMMISSION, where such funds as determined by the COMMISSION are not or have not been utilized by CONTRACTOR for purpose as intended by the COMMISSION. The terms and conditions of reimbursement shall be at the sole discretion of the COMMISSION. This provision is not terminated upon termination of this Contract.

13. COMMISSION FISCAL REQUIREMENTS

A. Budget Revisions

A Budget Revision Form may be submitted by the CONTRACTOR to the COMMISSION to modify budget line(s) of the approved budget. The request must indicate the proposed line item change, the budget as amended applying the requested change, a written justification for each requested change, and signed by an authorized representative. The request cannot result in any alteration or degradation to the program services and performance targets as specified in this Contract.

The COMMISSION Executive Director (or designee), on behalf of the COMMISSION, has the authority to approve or deny the request, provided that the modification does not deviate from the original intent of the Contract or increase the total Contract amount. CONTRACTOR is limited to two (2) budget revisions per fiscal year.

The CONTRACTOR must submit any Budget Revision Forms to the COMMISSION or designee no later than **March 31st** of the fiscal year.

B. Amendments

Necessity for budget amendments to this Contract will be determined by the COMMISSION Executive Director (or designee) and may include, but are not limited to, Contract increases or decreases and significant changes to the Scope of Work (SOW). All budget amendments to the Contract shall require formal approval of the COMMISSION Executive Director acting on behalf of the COMMISSION, as provided herein before such amendments are effective. Major budget amendments, as determined by the COMMISSION Executive Director, in consultation with County legal counsel, will require formal approval of the COMMISSION. Contract budget amendments shall be considered until March 31st of each fiscal year.

C. Cost Allocation Plan

CONTRACTOR shall have or will establish a Cost Allocation Plan (CAP) to identify prorated costs shared by multiple funding sources, including Proposition 10 funds. CONTRACTOR shall identify any other funding sources and organizations whose cooperation/participation is necessary to ensure the success of the project. CONTRACTOR'S CAP must be approved by CONTRACTOR'S appropriate governing body and submitted with the executed Contract.

A CAP is defined as a written summarization that documents the methods and procedures CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair share, of the total costs. The CONTRACTOR must have a method of identifying and distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

A written CAP is required if <u>any</u> of the conditions below are met:

a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.

b. A single-funded staff member shares time between two or more COMMISSION funded programs.

c. The same facilities and/or resources are utilized by more than one funded program.

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.

2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.

3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

E. Revenues Received

All revenue received by the CONTRACTOR (except funds received from the COMMISSION) to operate the program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

F. Payroll Taxes

The COMMISSION shall not be directly responsible for the payment of any taxes on the CONTRACTOR'S behalf. In the event that the COMMISSION is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the COMMISSION for the full value of such paid taxes plus interest and penalty, if any. Taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

G. Payor of Last Resort

CONTRACTOR shall obtain funding through sources other than the COMMISSION to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as Medi-Cal, Healthy Families, federal or state-funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. CONTRACTOR must provide written verification upon request.

14. CONTRACTOR AUDIT REQUIREMENTS

A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls

over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.

B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars ($1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars ($1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars ($1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in-whole or in-part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the COMMISSION and CONTRACTOR, where the original cost exceeded one thousand dollars ($1,000.00) shall either be: (1) used by CONTRACTOR for the services described in the SOW for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in the SOW; or (2) disposed of and proceeds paid to the COMMISSION in a manner that results in the COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR'S out of pocket expenditures using non-

commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.

B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the COMMISSION-funded activities. The Comprehensive Tobacco Control Policy, as attached hereto.

18. CONDUCT OF BUSINESS

CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in Termination of Contract.

A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.

C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.

D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required

services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.

G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.

H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.

I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

19. RECORDS MANAGEMENT AND MAINTENANCE

A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.

C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:

a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and

b. Submission of the Program Progress Report on a quarterly basis.

D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).

F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

CONTRACTOR acknowledges and agrees that information, communications, and documents given to the COMMISSION during meetings involving COMMISSION members, staff, finance or COMMISSION Advisory Committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the COMMISSION in order that it may fully comply with the requirements of such laws and regulations.

21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION

A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.

B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is

held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.

D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.

B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and

4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.

D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.

E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and

Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.

B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside County"
"Funded by First 5 Riverside County"

"Funded by First 5 Riverside County - the Riverside County Children & Families Commission"

"Hecho posible por medio de fondos de Primeros 5 Riverside County"
"Financiado por Primeros 5 Riverside County"

For events, conferences or programs with multiple funders, one of the following attributions shall be used:

"Funded in part by First 5 Riverside County"

"Funded in part by First 5 Riverside County - the Riverside County Children & Families Commission"

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County - Comisión de Niños y Familias del Condado de Riverside"

When space is limited (i.e., buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTOR shall contact the COMMISSION'S Public Information Specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.

C. The approved First 5 Riverside County logo (graphic) shall be used on materials specific to the COMMISSION funded program. CONTRACTOR shall use the approved First 5 Riverside County logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside County graphics attribution standard as posted on the COMMISSION public website (www.First5Riverside.org).

D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.

E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the COMMISSION. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments, hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction or proselytizing.

26. WORK PRODUCT

A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.

B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

27. NON-DISCRIMINATION

Pursuant to the Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, CONTRACTOR shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal Laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through the California Department of Health Care Services. This Contract hereby incorporates by reference the provisions of Title 2, California Code of Regulations, Section 11105 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, California Code of Regulations, Section 11105 et seq. and further agrees to include this Non-Discrimination clause in all subcontracts to perform services under this Contract.

28. CHILD ABUSE REPORTING

CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

CONTRACTOR must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

30. ADULT AND ELDER ABUSE REPORTING

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) 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: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH
Program: NFP – HOME VISITING Program CalWORKs
Geographical Region: All Supervisorial Districts
Contract #: CF24119
Project/Budget Cycle: 07/01/23– 06/30/26
Strategic Goal: Comprehensive Health and Development

Program Overview*

CONTRACTOR will provide home visits to CalWORKs eligible pregnant individuals and to families with children 0 through 2 years of age participating in the Cal WORKs program in Riverside County.

Home visiting is an evidence-based, voluntary program that pairs new parents with a nurse or trained professional who makes regular visits to the participants home to provide guidance, coaching, and access to health and social services. The HVP supports and resources include (1) prenatal, infant and toddler care, (2) infant and child nutrition, (3) child developmental screening and assessments, (4) parent education, parent and child interaction, child development, and child care, (5) job readiness and barrier removal, and (6) domestic violence and sexual assault, mental health, and substance abuse treatment, as applicable.

975

CONTRACTOR accepts CalWORKs HVP referrals for clients who opt-in to home visiting or is an individual who is apparently eligible for CalWORKs aid and opts-in to the home visiting program. CalWORKs participants will be contacted within three (3) business days from receipt of HVP referral.

CONTRACTOR will identify CalWORKs HVP participants with up to one thousand dollars ($1000) worth of material goods, dependent on an observable need. The material goods can be used for a program participant's household related to care, health, and safety of the child and family. Some examples of appropriate use of material goods may include, but are not limited to: child safety kits, car seats, appliance repairs, adaptive equipment for children with disabilities, and resources related to child and family language and literacy needs. Material goods items are not intended to be an incentive for individuals to participate, but rather a response to the specific needs of the participant and their families. Goods purchased cannot be used to supplant materials or services already being provided through Welfare-to Work (WTW) supportive services, such as diapers and transportation.

Monthly, CONTRACTOR will collect data to track performance as required by First 5 Riverside County and California Department of Social Services to complete State report requirements (Exhibit A – CA HVP-19). CONTRACTOR will collect the following types of data monthly: Home Visiting Program Models: the total number of cases enrolled by model type. Home Visiting Program Caseload: the caseload, which includes parents or caretakers and children receiving services. Home Visiting Program Referrals and Services: referrals made to various services.

NURSE-FAMILY PARTNERSHIP and Healthy Families America

The **Nurse-Family Partnership ("NFP")** is an evidence-based nurse home visiting program which serves low-income, first-time mothers and

their children who face significant short- and long-term risks to their health, personal development, and economic well-being. Through regular visits from specialty-trained nurses, the NFP Program partners with these mothers during their first pregnancies and the first two years of their children's lives to help them develop behaviors that enable them to have healthier pregnancies, be better parents, have emotionally and physically healthier children, and attain greater economic self-sufficiency. CONTRACTOR will provide home visits by registered nurses and/or public health nurses beginning during pregnancy and continuing through the child's second birthday.

The primary goals of Nurse-Family Partnership (NFP) are:

- To improve pregnancy outcomes by promoting health-related behaviors
- To improve child health, development and safety by promoting competent caregiving
- To enhance parent life-course development by promoting pregnancy planning, educational achievement, and employment

The program also has two secondary goals:

- To enhance families' material support by providing links with needed health and social services
- To promote supportive relationships among family and friends

Healthy Families America is a voluntary, evidence-based home visiting model designed to work with families who may have a history of trauma, intimate partner violence, mental health issues, and/or substance abuse issues. HFA is theoretically rooted in the belief that early, nurturing relationships are the foundation for life-long, healthy development. Goals: (1) reduce child maltreatment, (2) improve parent-child interactions and children's social-emotional well-being, (3) promote family self-sufficiency, (4) Increase access to primary care medical services and community services, (5) decrease child injuries and emergency department use, and (6) promote school readiness.

976

CONTRACTOR will implement the model(s) with fidelity and good outcomes by providing families with regular home visits.

CONTRACTOR will provide to First 5 Riverside County aggregate data reports submitted to the national office of NFP and HFA.

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
Home Visitation, Referrals, and/or Linkages	CONTRACTOR will provide home visitation to children, 0 through 2 years of age. Healthy Families America (HFA) directly provides services to parents/caregivers and addresses the following: • expectant or new parents screened and/or assessed as moderate to high risk for child maltreatment and/or poor early childhood outcomes (e.g., mental health issues, domestic violence, substance abuse, poverty, housing, lack of education, lack of social support, etc.)	CONTRACTOR will utilize evidence-based program(s) and tools to provide Home Visitation services: • Healthy Families America (HFA) Program model • Nurse Family Partnership model *Annual Target	1. CONTRACTOR will serve a total HFA caseload of **40***. (Core) 2. CONTRACTOR will serve a total NFP caseload of **18***. (Core) 3. CONTRACTOR will serve **58*** children 0 through 2 years of age with home visitation and document by model. (Core) 4. CONTRACTOR will document the number of home visits provided to enrolled families by model. (Core) 5. CONTRACTOR will document the number of parents/families that successfully complete a program by model (Core) 6. CONTRACTOR will document the number of parents/families that exit a program early by model. (Core) 7. CONTRACTOR will document the number of group connections and/or meetings, held on a monthly basis for parents and professionals. (Aggregate)

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
Screenings and Assessments	Children will receive initial and follow-up assessments. Assessments are conducted every 6 months with the initial conducted at the 3rd or 4th visit to allow time for the home visitor and the child to build rapport.	• Ages & Stages Questionnaires (ASQ – 3) • Ages & Stages Questionnaires: Social-Emotional (ASQ: SE-2) Screenings and Assessments will be entered into the Home Visiting database. Care coordination activities will be undertaken to ensure children are linked and receiving services. *Annual families to be served 40.	8. CONTRACTOR will provide 58 children 0 through 2 years of age with an ASQ-3 screening. (Core) 9. CONTRACTOR will document the number of referrals for additional services made as a result of the ASQ-3 screenings. (Core) 10. CONTRACTOR will document the number of referred children 0 through 5 years of age that were linked to services. (Core) 11. CONTRACTOR will provide 40 children 0 through 2 years of age with an ASQ:SE-2 screening. (Core) 12. CONTRACTOR will document the number of referrals for additional services made as a result of the ASQ:SE-2 screening. (Core) 13. CONTRACTOR will document the number of referred children 0 through 5 years of age that were linked to services. (Core)

978

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
Long-term Sustainability/ Public Awareness/Policy Change CONTRACTOR will have a long-term sustainability plan outlining how the program will be maintained after First 5 Riverside funding ends. CONTRACTOR will initiate policy changes which enable stakeholder buy-in and cultural shifts at the community, family and parent/caregiver levels.	• Maintain partnerships to leverage funding from other sources and continue the program beyond the funding cycle. • Work in partnership with First 5 Riverside to explore effective and efficient cost modeling approaches to maximize investments and incentivize performance. • CONTRACTOR will participate in the Home Visitation Collaborative as a critical partner in the HVP system and will participate in stakeholder convenings.	• Improve family functioning and improve lives of children and families in Riverside County	Report long-term sustainability, public awareness, and policy change activities in the Performance Narrative quarterly reports.

ATTACHMENT B: BUDGET

Budget Item	Description	FY23/24	FY24/25	FY24/25	Contract Total
Salaries & Benefits	Salaries and benefits for staff to implement the Nurse Family Partnership and Healthy Families America HVP : Staffing includes .5 FTE Registered Nurse/PHN and 2 HEA positions	$ 254,882	$ 254,882	$ 254,882	**$ 764,646**
Bilingual Pay		$ 2,080	$ 2,080	$ 2,080	**$ 6,240**
Operating Expenses	Operating expenses such as, office supplies; cell/desk phone services; County IT-Core charges; maintenance copier/fax machines; maintenance/LodeStar software; medical-dental supplies; books/publications; office/computer equipment; postage; printing services; rent/lease bldgs.; special program expense	$ 25,250	$ 25,250	$ 25,250	**$ 75,750**
Material Goods	Material goods to meet client needs	$ 50,000	$ 50,000	$ 50,000	**$ 150,000**
Travel and Per Diem	Carpool expenses; private mileage reimbursement	$ 31,000	$ 31,000	$ 31,000	**$ 93,000**
Indirect Costs	Overhead salaries and benefits	$ 64,240	$ 64,240	$ 64,240	**$ 192,720**
	Total	**$ 427,452**	**$ 427,452**	**$ 427,452**	**$ 1,282,356**

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **$1,282,356** 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: **07/01/23– 06/30/26**

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: HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Addendum") supplements and is made part of (Contract CF24119 "Contract") between the RCCFC and RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH ("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 of45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. CONTRACTOR shall promptly notify the RCCFC if CONTRACTOR is required by law to disclose PHI and/or ePHI.

C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

D. Mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.

E. Report to the RCCFC any use or disclosure of PHI and/or ePHI not provided for by this

Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the CONTRACTOR agree through contract to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

G. Make available to the RCCFC, the Secretary, in the time and manner designated by the RCCFC or Secretary, CONTRACTOR'S internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the RCCFC, or created or received by CONTRACTOR on behalf of the RCCFC, for purposes of determining, investigating or auditing CONTRACTOR'S and/or the RCCFC's compliance with the Privacy Rule.

H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR **§164.502(b)(1).**

I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which CONTRACTOR shall promptly notify the RCCFC upon CONTRACTOR'S receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by the County of Riverside), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by the RCCFC.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the RCCFC to the extent CONTRACTOR is to carry out the RCCFC's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.t

6. **Access to PHI, Amendment and Disclosure Accounting.** CONTRACTOR agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, to satisfy the requirements of 45 CFR **§164.524.**

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI

in a designated record set the RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR
§164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist the RCCFC to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if CONTRACTOR uses or maintains electronic health records. CONTRACTOR shall:

(1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

(2) Within fifteen (15) days of receiving a written request from the RCCFC, provide to the RCCFC or any individual as directed by the RCCFC information collected in accordance with this section to permit the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

(3) Make available for the RCCFC information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event the RCCFC discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the RCCFC ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that CONTRACTOR creates, receives, maintains, or transmits on behalf of the RCCFC in accordance with 45 CFR §164.308, §164.310, and §164.312;

B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

E. Ensure compliance with the Security Rule by CONTRACTOR'S workforce;

F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of CONTRACTOR agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

G. Report to the RCCFC any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, CONTRACTOR shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify the RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

(1) **Breaches treated as discovered.** A breach is treated as discovered by CONTRACTOR as of the first day on which such breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of CONTRACTOR (determined in accordance with the federal common law of agency).

(2) **Content of notification.** The written notification to the RCCFC relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:

(a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired, used or disclosed during the breach;

(b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

(c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

(d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

(e) A brief description of what CONTRACTOR is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

(f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by CONTRACTOR, CONTRACTOR shall cooperate with the RCCFC and shall provide the RCCFC with any information requested by the RCCFC to enable the RCCFC to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, CONTRACTOR shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to the RCCFC not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If CONTRACTOR delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, CONTRACTOR shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the CONTRACTOR'S failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, CONTRACTOR agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish CONTRACTOR'S obligations to indemnify, defend and hold harmless the RCCFC under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when the RCCFC , in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code
§1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

(1) CONTRACTOR agrees to assist the RCCFC to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

(2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two

(3) 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. <u>Hold Harmless/Indemnification.</u>

A. CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials,

employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of the RCCFC and the County of Riverside, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.

C. The specified insurance limits required in the Contract of this Addendum shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the RCCFC and the County of Riverside herein from third party claims arising from issues of this Addendum.

D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Contract of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by the RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside, is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Contract and will provide grounds for terminating this Addendum and the Contract with or without an opportunity to cure the breach, notwithstanding any provision in the Contract to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

(1) Terminate the Contract and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

(2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Contract and this Addendum.

(3) If termination of the Contract is not feasible, the breaching party, upon the request of the non- breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

(1) Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by the RCCFC, destroy all PHI and/or ePHI received from the RCCFC, or created or received by the CONTRACTOR on behalf of the RCCFC, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the RCCFC. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

(2) In the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to the RCCFC of the conditions that make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as the CONTRACTOR maintains such PHI and/or ePHI.

12. <u>General Provisions.</u>

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**

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT
INVESTMENT OF FUNDS
585 Technology Court
Riverside, California 92507

RCCFC AWARD:	**CF24120**
CONTRACTOR:	RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH
CONTRACT SUBJECT MATTER:	HOME VISITING PROP 10
CONTRACT TERM:	**07/01/23 – 06/30/26**
MAXIMUM REIMBURSABLE AMOUNT:	**$480,678**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed **$480,678**.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed **$480,678** 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	Kim Saruwatari
Date Signed:	Title: Director of Public Health and Authorized Signatory
585 Technology Court Riverside, CA 92507-2423	4065 County Circle Drive Riverside, CA 92503
APPROVED AS TO FORM SIGNATURE:	Date Signed:
Kristine Bell-Valdez Supervising Deputy County Counsel	ATTEST SIGNATURE:
Date Signed: 5/2/23	Lynn M. Stephens Executive Assistant IV
	Date Signed:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

Contents

1. NOTICES 5
2. SOURCE AND SCOPE OF CONTRACT 5
3. DEFINITIONS 5
4. TERM 6
5. COMPLIANCE, DISALLOWANCE, WITHHOLDING 6
6. TERMINATION 6
7. REQUIREMENT OF SUPPLEMENTING PROGRAM 7
8. DATA MANAGEMENT 7
9. SCOPE OF WORK (SOW) 8
10. REIMBURSEMENT OF COSTS 8
11. FISCAL AND PROGRAM REPORTING REQUIREMENTS 9
12. REIMBURSEMENT OF FUNDS TO THE COMMISSION 10
13. COMMISSION FISCAL REQUIREMENTS 11
    - A. Budget Revisions 11
    - B. Amendments 11
    - C. Cost Allocation Plan 11
    - D. Overhead/Indirect Costs 12
    - E. Revenues Received 12
    - F. Payroll Taxes 12
    - G. Payor of Last Resort 12
14. CONTRACTOR AUDIT REQUIREMENTS 12
15. INVENTORIABLE EQUIPMENT 13
16. REVERSION OF ASSETS 13
17. TOBACCO CONTROL POLICY 14
18. CONDUCT OF BUSINESS 14
19. RECORDS MANAGEMENT AND MAINTENANCE 15
20. PUBLIC DISCLOSURE OF DOCUMENTS 16
21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION 16
22. GOVERNING LAW AND VENUE 16
23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES 17
24. PUBLICITY AND ATTRIBUTION REQUIREMENTS 18
25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY 19
26. WORK PRODUCT 19
27. NON-DISCRIMINATION 19
28. CHILD ABUSE REPORTING 20
29. DEPARTMENT OF JUSTICE CLEARANCE 20
30. ADULT AND ELDER ABUSE REPORTING 20
31. INDEPENDENT CONTRACTOR 20
32. HOLD HARMLESS/INDEMNIFICATION 20
33. INSURANCE 21
34. ASSIGNMENT 24
35. ALTERATION AND/OR AMENDMENT 24
36. CONFLICT OF INTEREST 24
37. WAIVER AND SEVERABILITY 24
38. DISALLOWANCE 24
39. OFFICIAL DOCUMENTS 24
40. ENTIRE CONTRACT 24
41. NONEXCLUSIVE CONTRACT 24
42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT 25
43. COMPLIANCE WITH LAW 25

44. CONFLICTS IN INTERPRETATION 25
45. COUNTERPARTS 25
ATTACHMENT A: SCOPE OF WORK 26
ATTACHMENT B: BUDGET 34
ATTACHMENT C: PAYMENT PROVISIONS 35
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY 37
ATTACHMENT E: HIPAA BUSINESS ASSOCIATE AGREEMENT 38

Terms and Conditions

1. NOTICES

All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after deposit in the United States mail, postage prepaid:

COMMISSION:	CONTRACTOR:
Tammi Graham, Executive Director First 5 Riverside County 585 Technology Court Riverside, California 92507	Kim Saruwatari RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH 4065 County Circle Drive Riverside, CA 92503

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 **07/01/23**through **06/30/26** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

If CONTRACTOR fails to comply with any conditions contained within this Contract, the COMMISSION may place the CONTRACTOR in a probationary status, temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost of activity not in compliance, and/or request repayment to the COMMISSION if any disallowance is rendered after audit findings. Written notification of non-compliance will be sent to the identified contact person and the CONTRACTOR'S Executive Director or other lead staff authorized by the CONTRACTOR'S governing board or ownership within twenty (20) working days.

6. TERMINATION

A. By COMMISSION: The COMMISSION may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, the CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise).

1. Termination for cause:

a. Due to Default or Breach of Contract. Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the COMMISSION may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COMMISSION provides CONTRACTOR the opportunity to cure breach within twenty (20) working days of receipt of notice, and CONTRACTOR does so to COMMISSION'S satisfaction.

b. Due to Health and Safety Concerns of Clients. The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract may also be immediately terminated at the sole discretion of the COMMISSION if the

CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

c. **Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.

e. **Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

B. **By CONTRACTOR**: CONTRACTOR may terminate this Contract in whole or in part upon thirty (30) calendar days' written notice to the COMMISSION.

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 funds shall ONLY be used to supplement a CONTRACTOR'S program. The COMMISSION endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

8. DATA MANAGEMENT

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the COMMISSION. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports (PPR), utilization of the COMMISSION developed reporting systems and Administrative Review formats and required training(s) to familiarize and implement the results-based accountability framework. The COMMISSION continues to refine its evaluative processes that will assist the COMMISSION, its CONTRACTORS and the community to successfully increase and measure the impact of Proposition 10 in Riverside County. Where appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative processes. Specific areas may include but

are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.

B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.

C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).

D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.

E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by COMMISSION action. Reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the SOW and methodology contained in Attachment A as determined by the COMMISSION. The COMMISSION shall allocate the funds to CONTRACTOR as follows:

A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR.

If applicable, CONTRACTOR shall provide copies of the claim report submitted monthly for Medi-Cal and/or any other state or federal reimbursements. In addition, the CONTRACTOR will provide the subsequent revenue reports that will reconcile the claim reports.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due as described in paragraph one of this section. All reimbursement costs not submitted at the time of the Final Fiscal Expenditure Report will be disallowed.

Payment information, including amount, payment reduction or payment withheld may be obtained by the CONTRACTOR via the data management system.

B. Program Reporting

As requested by COMMISSION, CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR'S services or to provide information about CONTRACTOR'S program. CONTRACTOR shall report program and demographic data on participants, where appropriate, service and outcome data with measurement tools approved by COMMISSION. CONTRACTOR shall enter data (quantitative and qualitative) in the evaluation database system designated by COMMISSION. CONTRACTOR shall submit complete data, in accordance with the SOW.

C. Monthly Reporting

CONTRACTOR shall input and submit program data into the COMMISSION'S data management system on a monthly basis and input must be completed by the 20th of the month following Contract performance. If the reporting due date falls on a weekend or holiday, the due date will be on the following business day. The due date for program data submitted in the 4th quarter (April, May and June) may be modified by COMMISSION as required to meet internal COUNTY and State reporting deadlines. Modified due dates will be communicated to CONTRACTOR

through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Any changes that occur with program data input must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the change.

Example: Changes to program data in the first quarter must be adjusted and reconciled before the end of the 2nd quarter (December 30th, as reported in the January 30th report). A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly program data input and quarterly Program Progress Report (PPR) responsibility.

D. Quarterly and Annual Reporting

CONTRACTOR shall submit Program Progress Reports (PPR) which includes quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in the SOW and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course corrections, client success stories, sustainability and public awareness/policy change activities for the quarter. CONTRACTOR is required by the COMMISSION to complete and submit Program Progress Reports electronically via the COMMISSION'S data management system.

For each reporting period, CONTRACTOR shall provide the COMMISSION with a Program Progress Report within thirty (30) calendar days from the end of the reporting period. In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Quarterly Program Progress Reporting due dates for each Contract period are as follows:

- QUARTER 1 (July 1 – September 30): Report Due October 20
- QUARTER 2 (October 1 – December 31): Report Due January 20
- QUARTER 3 (January 1 – March 31): Report Due April 20
- QUARTER 4 (April 1 – June 30): Report Due July 11 (Final Cumulative Program Progress Report), Quarter 4 due date may be modified by COMMISSION as necessary to meet County and/or State reporting deadlines.

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. The first quarterly report is due October 20th of the current fiscal year.

CONTRACTOR agrees that failure to submit reports as specified will be sufficient cause for the COMMISSION to withhold any payment due until reporting requirements have been fulfilled.

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

If CONTRACTOR has been overpaid in the previous fiscal year, the COMMISSION will, in instances where the Contract is renewed, reduce subsequent payment(s) to recover the amount overpaid.

Notwithstanding any other provision herein, CONTRACTOR agrees to reimburse, in full, all funds received from the COMMISSION, upon request of the COMMISSION, where such funds as determined by the COMMISSION are not or have not been utilized by CONTRACTOR for purpose as intended by the COMMISSION. The terms and conditions of reimbursement shall be at the sole discretion of the COMMISSION. This provision is not terminated upon termination of this Contract.

13. COMMISSION FISCAL REQUIREMENTS

A. Budget Revisions

A Budget Revision Form may be submitted by the CONTRACTOR to the COMMISSION to modify budget line(s) of the approved budget. The request must indicate the proposed line item change, the budget as amended applying the requested change, a written justification for each requested change, and signed by an authorized representative. The request cannot result in any alteration or degradation to the program services and performance targets as specified in this Contract.

The COMMISSION Executive Director (or designee), on behalf of the COMMISSION, has the authority to approve or deny the request, provided that the modification does not deviate from the original intent of the Contract or increase the total Contract amount. CONTRACTOR is limited to two (2) budget revisions per fiscal year.

The CONTRACTOR must submit any Budget Revision Forms to the COMMISSION or designee no later than **March 31st** of the fiscal year.

B. Amendments

Necessity for budget amendments to this Contract will be determined by the COMMISSION Executive Director (or designee) and may include, but are not limited to, Contract increases or decreases and significant changes to the Scope of Work (SOW). All budget amendments to the Contract shall require formal approval of the COMMISSION Executive Director acting on behalf of the COMMISSION, as provided herein before such amendments are effective. Major budget amendments, as determined by the COMMISSION Executive Director, in consultation with County legal counsel, will require formal approval of the COMMISSION. Contract budget amendments shall be considered until March 31st of each fiscal year.

C. Cost Allocation Plan

CONTRACTOR shall have or will establish a Cost Allocation Plan (CAP) to identify prorated costs shared by multiple funding sources, including Proposition 10 funds. CONTRACTOR shall identify any other funding sources and organizations whose cooperation/participation is necessary to ensure the success of the project. CONTRACTOR'S CAP must be approved by CONTRACTOR'S appropriate governing body and submitted with the executed Contract.

A CAP is defined as a written summarization that documents the methods and procedures CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair share, of the total costs. The CONTRACTOR must have a method of identifying and distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

A written CAP is required if <u>any</u> of the conditions below are met:

a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.

b. A single-funded staff member shares time between two or more COMMISSION funded programs.

c. The same facilities and/or resources are utilized by more than one funded program.

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 costs may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.

2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.

3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

E. Revenues Received

All revenue received by the CONTRACTOR (except funds received from the COMMISSION) to operate the program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

F. Payroll Taxes

The COMMISSION shall not be directly responsible for the payment of any taxes on the CONTRACTOR'S behalf. In the event that the COMMISSION is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the COMMISSION for the full value of such paid taxes plus interest and penalty, if any. Taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

G. Payor of Last Resort

CONTRACTOR shall obtain funding through sources other than the COMMISSION to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as Medi-Cal, Healthy Families, federal or state-funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. CONTRACTOR must provide written verification upon request.

14. CONTRACTOR AUDIT REQUIREMENTS

A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls

over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.

B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars ($1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars ($1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars ($1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in-whole or in-part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the COMMISSION and CONTRACTOR, where the original cost exceeded one thousand dollars ($1,000.00) shall either be: (1) used by CONTRACTOR for the services described in the SOW for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in the SOW; or (2) disposed of and proceeds paid to the COMMISSION in a manner that results in the COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR'S out of pocket expenditures using non-

commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.

B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the COMMISSION-funded activities. The Comprehensive Tobacco Control Policy, as attached hereto.

18. CONDUCT OF BUSINESS

CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in Termination of Contract.

A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.

C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.

D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required

services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.

G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.

H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.

I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

19. RECORDS MANAGEMENT AND MAINTENANCE

A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.

C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:

a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and

b. Submission of the Program Progress Report on a quarterly basis.

D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).

F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

CONTRACTOR acknowledges and agrees that information, communications, and documents given to the COMMISSION during meetings involving COMMISSION members, staff, finance or COMMISSION Advisory Committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the COMMISSION in order that it may fully comply with the requirements of such laws and regulations.

21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION

A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.

B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is

held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.

D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.

B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and

4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.

D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.

E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and

Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.

B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside County"
"Funded by First 5 Riverside County"

"Funded by First 5 Riverside County - the Riverside County Children & Families Commission"

"Hecho posible por medio de fondos de Primeros 5 Riverside County"
"Financiado por Primeros 5 Riverside County"

For events, conferences or programs with multiple funders, one of the following attributions shall be used:

"Funded in part by First 5 Riverside County"

"Funded in part by First 5 Riverside County - the Riverside County Children & Families Commission"

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County - Comisión de Niños y Familias del Condado de Riverside"

When space is limited (i.e., buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTOR shall contact the COMMISSION'S Public Information Specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.

C. The approved First 5 Riverside County logo (graphic) shall be used on materials specific to the COMMISSION funded program. CONTRACTOR shall use the approved First 5 Riverside County logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside County graphics attribution standard as posted on the COMMISSION public website (www.First5Riverside.org).

D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.

E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the COMMISSION. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments, hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction or proselytizing.

26. WORK PRODUCT

A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.

B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

27. NON-DISCRIMINATION

Pursuant to the Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, CONTRACTOR shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal Laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through the California Department of Health Care Services. This Contract hereby incorporates by reference the provisions of Title 2, California Code of Regulations, Section 11105 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, California Code of Regulations, Section 11105 et seq. and further agrees to include this Non-Discrimination clause in all subcontracts to perform services under this Contract.

28. CHILD ABUSE REPORTING

CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

CONTRACTOR must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

30. ADULT AND ELDER ABUSE REPORTING

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) 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.

ATTACHMENT A: SCOPE OF WORK

Contractor: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH
Program: NFP – Home Visitation Prop10
Geographical Region: All Supervisorial Districts
Contract #: CF24120
Project/Budget Cycle: 07/01/23 – 06/30/26
Strategic Goal: Comprehensive Health and Development

Program Overview*

CONTRACTOR will provide home visits by registered nurses and/or public health nurses beginning during pregnancy and continuing through the child's second birthday. The Nurse-Family Partnership ("NFP") Program is an evidence-based nurse home visiting program which serves low-income, first-time mothers and their children who face significant short- and long-term risks to their health, personal development, and economic well-being. Through regular visits from specially trained nurses, the NFP Program partners with these mothers during their first pregnancies and the first two years of their children's lives to help them develop behaviors that enable them to have healthier pregnancies, be better parents, have emotionally and physically healthier children, and attain greater economic self-sufficiency.

NURSE-FAMILY PARTNERSHIP:

1021

The primary goals of Nurse-Family Partnership (NFP) are:

- To improve pregnancy outcomes by promoting health-related behaviors
- To improve child health, development and safety by promoting competent caregiving
- To enhance parent life-course development by promoting pregnancy planning, educational achievement, and employment

The program also has two secondary goals:

- To enhance families' material support by providing links with needed health and social services
- To promote supportive relationships among family and friends

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.

CONTRACTOR will implement the model(s) with fidelity and good outcomes by providing families with regular home visits.

CONTRACTOR will provide to First 5 Riverside County aggregate data reports submitted to the national service office of Nurse Family Partnership within 30 days of completion.

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
Home Visitation, Referrals, and/or Linkages 1022	CONTRACTOR will provide Home visits 60 to 90 minutes weekly during postpartum period, every 2 weeks until toddler is 21 months, monthly until child is 2 years. Registered Nurses and/or Public Health Nurses: • Facilitate decision-making regarding planning of future children and selection of birth control to achieve goals; • Assist parents to set realistic goals for education and work, and identify strategies for attaining goals; • Coaching parents in building and fostering relationships with other community services; • Parents' family planning, education, and work goals; and • Referrals to other health and human services as needed. Educate parent on infant/toddler nutrition, health, growth, development and environmental safety; • Role model Partners in Parenting Education (PIPE) activities to promote sensitive parent-child interactions facilitative of developmental progress; • Assess parent-child interaction, using Nursing Child Assessment Satellite Training (NCAST) feeding and teaching scales and provide guidance as needed; • Assess infant/toddler's developmental progress at selected intervals using Ages and Stages Questionnaire or DDSII, and provide guidance as needed; • Promote adequate use of well-child care;	CONTRACTOR will utilize evidence-based programs and tools to provide Home Visitation services: • Nurse Family Partnership Program (NFP) Model Care coordination activities will be undertaken to ensure children are linked and receiving services. ** Comprises all Non-Cal-WORKs eligible families (30).	1. CONTRACTOR Nurse Home Visiting Services program will **serve 30** mothers** with the NFP home visitation program. (Core) 2. CONTRACTOR Home Visiting services program will **document the number of children** 0 through 2 years of age served with the NFP home visitation program. (Core) 3. CONTRACTOR will **document the number of home visits** provided to enrolled families in the NFP home visitation program. (Aggregate) 4. CONTRACTOR will **document the number of diaper kits** provided to enrolled families in the NFP home visitation program. (Aggregate) 5. CONTRACTOR will **document the number of mothers** that exit the NFP program prior to completion. (Aggregate) 6. CONTRACTOR will **document the number of children**, at 3 months of age, **referred** for health insurance enrollment, utilization and

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
1023	• Guidance to new parents in building and fostering social support networks; • Guidance assessing safety of potential/actual child care arrangements; and • Referrals to other health and human services as needed. • Effects of smoking, alcohol and illicit drugs on fetal growth, and assist women in identifying goals and plans for reducing cigarette smoking, etc.; • Nutritional and exercise requirements during pregnancy and monitor and promote adequate weight gain; • Other risk factors for pre-term delivery/low birth weight (e.g., genitourinary tract infections, pre-eclampsia); • Preparation for labor and delivery/childbirth education; • Basics of newborn care and newborn states; • Family planning/birth control following delivery of infant; • Adequate use of office-based prenatal care; and • Referrals to other health and human services as needed. A full time Registered Nurse and/or Public Health Nurse Home Visitor carries a caseload of 25 or more active cases. Caseload may not exceed 30 without approval from the NSO. New Nurse Home Visitors build up a caseload of 25 over the first 9-12 months of service. NFP team will follow the model elements of the NFP program.		retention assistance. (Aggregate) 7. CONTRACTOR will **document the number of children**, at 3 months of age, referred, who **obtained** health insurance as a result of staff assistance. (Aggregate) 8. CONTRACTOR will **document the number of enrolled children** that are **linked** to a medical home at the completion of the NFP program. (Aggregate) 9. CONTRACTOR will **document the number of pregnant women** who receive prenatal care beginning in the first trimester. (Aggregate)

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
Screenings and Assessments 1024	Children and mothers will receive initial and follow-up screenings and assessments. Screenings and/or assessments are conducted on intake, 36 weeks, birth, 1-3 months, 4 months, 6 months, 9 months, 10 months, 12 months, 15-17 months, 18 months, 21-23 Months, and 24 months. Registered Nurse and/or Public Health Nurse Home Visitor will: • Involve the mother's support system including family members, fathers when appropriate, and friends, and will connect families to health and human services as needed. • Begin making home visits by the 16th week of pregnancy, preferably sooner, and not after the 28th week of pregnancy. Visits will continue through the first two years of the child's life. • Screen and refer additional children 0 through 5 who reside in the household based on family needs.	Screenings and Assessments will be utilized to complete comprehensive assessments and designed curriculum for use with children and mothers: **At every home visit:** Referrals to services like: mother's health insurance, healthcare service usage for mother and baby, Immunizations for baby, dental care for baby, ER visits and hospitalizations for mother and baby. **Screenings/Assessments/Tools to be utilized:** Maternal Health Assessment, Encounter Form, Demographics, Use of Gov't and Community Services, Dyadic Assessment of Naturalistic Caregiver–Child Experiences (DANCE), Edinburgh Postnatal Depression Scale (EPDS), General Anxiety Disorder Tool (GAD), Health Habits, Intimate Partner Violence (IPV) Assessment, Ages & Stages Questionnaires (ASQ-3), Infant birth, Infant Health Care Demographics, Ages & Stages Questionnaires: Social-Emotional (AQS:SE-2), and Health Assessment.*** Screenings and Assessments will be entered into NFP approved database. Care coordination activities will be undertaken to ensure children/mothers are linked and receiving services. ***See screening/assessment schedule, Table 1.	10. CONTRACTOR will **document the number of children** at 12 months of age, who received developmental screenings and assessments that were below the nationally defined developmental threshold. in the NFP program. (Aggregate) 11. CONTRACTOR will **document the number of children** at 12 months of age, who received developmental screenings and assessments that meet the nationally defined developmental threshold in the NFP program. (Aggregate) 12. CONTRACTOR will **document the number of children** at 24 months of age, who received developmental screenings and assessments who fell below the nationally defined developmental threshold for age on a prior screening that have improved to meet or exceed the nationally defined developmental threshold in the NFP program. (Aggregate

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
1025		****Percentage of exclusively breastfeeding mothers @ 6 months (HealthyPeople 2022 Objective).	13. CONTRACTOR will **document the number of children** 0 through 2 years of age that received an ASQ-3 screening according to Table 1. (Aggregate) 14. CONTRACTOR will **document the number of parents/caretakers** who receive referrals for their children for the first time due to a developmental screening conducted in the NFP program. 15. CONTRACTOR will **document the number of referrals** for additional services made as a result of the ASQ-3 screenings. (Aggregate) 16. CONTRACTOR will **document the number of referred children** 0 through 2 years of age that were **linked to services** as a result of the ASQ-3 screenings. (Aggregate) 17. CONTRACTOR will **document the number of children** 0 through 2 years of age that received an ASQ:SE-2

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
1026			screening according to Table 1. (Aggregate) 18. CONTRACTOR will **document the number of referrals** for additional services as a result of the ASQ:SE-2. (Aggregate) 19. CONTRACTOR will **document the number of referred children** 0 through 2 years of age that were **linked to services** as a result of the ASQ:SE-2 screenings. (Aggregate) 20. CONTRACTOR will **document the number of mothers** of children 0 through 2 years of age that receive an initial Health Habits assessment. (Aggregate) 21. CONTRACTOR will **document the number of mothers** of children 0 through 2 years of age that demonstrate improvement from pre to post-test on the follow-up Health Habits assessment after the 12-month visit. (Aggregate) 22. CONTRACTOR will **document the number of mothers** who

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
1027			were screened for post-partum depression/depression according to Table 1. (Aggregate) 23. CONTRACTOR will **document the number of referred mothers** that were linked to post-partum depression/depression according to Table 1. (Aggregate) 24. CONTRACTOR will **document the number of mothers** who were referred for mental health treatment. (Aggregate) 25. CONTRACTOR will **document the number of children** born to enrolled mothers. (Aggregate) 26. CONTRACTOR will **document the number of mothers** who are exclusively breastfeeding at time of discharge from the hospital. (Aggregate) 27. **19 mothers** (26% of program participants) **** will be exclusively breastfeeding at 6 months. (Aggregate)

Table 1: Screening and Assessment Schedule

Data Collected at each Home Visit on Encounter Form for Mother and Baby	
Mother	Baby
Referrals made for services needed	Referrals made for services needed
Health Services Used	Health Services Used Immunizations

1028

ATTACHMENT B: BUDGET

				FY23/24	FY24/25	FY25/26	Contract Total
Budget Item	**Description**	**Total Budget**	**State Title XIX**	**F5R PROP 10 (Title XIX Match)**	**F5R PROP 10 (Title XIX Match)**	**F5R PROP 10 (Title XIX Match)**	**F5R PROP 10 (Title XIX Match)**
Salaries & Benefits	Salaries and benefits for staff to implement the Nurse Family Partnership program: Staffing includes 1 FTE Registered Nurse/PHN	$ 172,945	$ 82,149	$ 90,796	$ 90,796	$ 90,796	**$ 272,388**
Operating Expenses	Operating expenses such as, office supplies; cell/desk phone services; County IT-Core charges; maintenance copier/fax machines; maintenance/LodeStar software; medical-dental supplies; books/publications; office/computer equipment; postage; printing services; rent/lease bldgs.; special program expense	$ 30,685	$ 10,039	$ 20,646	$ 20,646	$ 20,646	**$ 61,938**
Travel and Per Diem	Conference/registration fees; carpool expenses; private mileage reimbursement	$ 19,988	$ 6,123	$ 13,865	$ 13,865	$ 13,865	**$ 41,595**
Training HFA/PAT	Training and Travel cost for HFA/PAT licencing & compliance	$ 24,750	$ -	$ 24,750	$ -	$ -	**$ 24,750**
Indirect Costs	Overhead salaries and benefits * 29.4%	$ 43,236	$ 16,567	$ 26,669	$ 26,669	$ 26,669	**$ 80,007**
	Total Budget	**$ 291,604**	**$ 114,878**	**$ 176,726**	**$ 151,976**	**$ 151,976**	**$ 480,678**

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **$480,678** 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: **07/01/23– 06/30/26**

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. Requests 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: HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Addendum") supplements and is made part of (Contract CF24120 "Contract") between the RCCFC and RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH ("CONTRACTOR") and shall be effective as of the date the Contract is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, the RCCFC and CONTRACTOR entered into the Contract pursuant to which the CONTRACTOR provides services to the RCCFC, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to CONTRACTOR for the purposes of carrying out its obligations under the Contract; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111- 005 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Contract; and,

WHEREAS, the RCCFC is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent the RCCFC discloses PHI and/or ePHI to CONTRACTOR or CONTRACTOR creates, receives, maintains, transmits, or has access to PHI and/or ePHI of the RCCFC, CONTRACTOR is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

   A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

(1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

(a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification.

(b) The unauthorized person who used the PHI or to whom the disclosure was made;

(c) Whether the PHI was actually acquired or viewed; and,

(d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which the RCCFC participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.

C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.

K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

L. "Required by law" has the meaning given such term in 45 CFR §164.103.

M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services 22 ("HHS").

N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.

P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

2. <u>Scope of Use and Disclosure by CONTRACTOR of the RCCFC's PHI and/or ePHI.</u>

A. Except as otherwise provided in this Addendum, CONTRACTOR may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of CONTRACTOR under the Contract or to perform functions, activities or services for, or on behalf of, the RCCFC as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), CONTRACTOR may:

(1) Use PHI and/or ePHI if necessary for CONTRACTOR'S proper management and administration and to carry out its legal responsibilities; and,

(2) Disclose PHI and/or ePHI for the purpose of CONTRACTOR'S proper management and administration or to carry out its legal responsibilities, only if:

(a) The disclosure is required by law; or,

(b) CONTRACTOR obtains reasonable assurances, in writing, from the person to whom CONTRACTOR will disclose such PHI and/or ePHI that the person will:

(i) Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which CONTRACTOR disclosed it to the person, or as required by law; and,

(ii) Notify CONTRACTOR of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

(3) Use PHI to provide data aggregation services relating to the health care operations of the RCCFC pursuant to the Contract or as requested by the RCCFC; and,

(4) De-identify all PHI and/or ePHI of the RCCFC received by CONTRACTOR under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. <u>Prohibited Uses and Disclosures.</u>

A. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Contract or this Addendum without patient authorization or de- identification of the PHI and/or ePHI and as authorized in writing from the RCCFC.

B. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from the RCCFC or from another business associate of the RCCFC, except as permitted or required by this Addendum, or as required by law.

C. CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the RCCFC would be prohibited from making.

D. CONTRACTOR shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

(1) Not to use or disclose PHI for fundraising, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR
§164.508;

(2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Contract and only if permitted by and in compliance with the requirements of 45 CFR
§164.508(a)(3);

(3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of

pocket in full for the health care item or service to which the PHI solely relates; and,

(4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Contract and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by the RCCFC to CONTRACTOR for services provided pursuant to the Contract.

4. **Obligations of the RCCFC.**

A. The RCCFC agrees to make its best efforts to notify CONTRACTOR promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by the RCCFC that may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

B. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect CONTRACTOR'S ability to perform its obligations under the Contract, or this Addendum.

C. The RCCFC agrees to make its best efforts to promptly notify CONTRACTOR in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI and/or ePHI.

D. The RCCFC agrees not to request CONTRACTOR to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

E. The RCCFC agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that CONTRACTOR can perform its obligations under this Addendum and/or Contract.

5. **Obligations of CONTRACTOR.** In connection with the use or disclosure of PHI and/or ePHI, CONTRACTOR agrees to:

A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. CONTRACTOR shall promptly notify the RCCFC if CONTRACTOR is required by law to disclose PHI and/or ePHI.

C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

D. Mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI and/or ePHI by CONTRACTOR in violation of this Addendum.

E. Report to the RCCFC any use or disclosure of PHI and/or ePHI not provided for by this

Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the CONTRACTOR agree through contract to the same restrictions and conditions that apply to CONTRACTOR with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

G. Make available to the RCCFC, the Secretary, in the time and manner designated by the RCCFC or Secretary, CONTRACTOR'S internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the RCCFC or created or received by CONTRACTOR on behalf of the RCCFC, for purposes of determining, investigating or auditing CONTRACTOR'S and/or the RCCFC's compliance with the Privacy Rule.

H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR **§164.502(b)(1).**

I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which CONTRACTOR shall promptly notify the RCCFC upon CONTRACTOR'S receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by the County of Riverside), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by the RCCFC.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the RCCFC to the extent CONTRACTOR is to carry out the RCCFC's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which CONTRACTOR becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with CONTRACTOR, and if such steps are unsuccessful, CONTRACTOR agrees to terminate its contract with the subcontractor if feasible.t

6. **Access to PHI, Amendment and Disclosure Accounting.** CONTRACTOR agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to the RCCFC or an individual as directed by the RCCFC, within five (5) days of request from the RCCFC, to satisfy the requirements of 45 CFR **§164.524.**

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI

in a designated record set the RCCFC directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the RCCFC, in accordance with 45 CFR
§164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist the RCCFC to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if CONTRACTOR uses or maintains electronic health records. CONTRACTOR shall:

(1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

(2) Within fifteen (15) days of receiving a written request from the RCCFC, provide to the RCCFC or any individual as directed by the RCCFC information collected in accordance with this section to permit the RCCFC to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

(3) Make available for the RCCFC information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event the RCCFC discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the RCCFC ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that CONTRACTOR creates, receives, maintains, or transmits on behalf of the RCCFC in accordance with 45 CFR §164.308, §164.310, and §164.312;

B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

E. Ensure compliance with the Security Rule by CONTRACTOR'S workforce;

F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of CONTRACTOR agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

G. Report to the RCCFC any security incident of which CONTRACTOR becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, CONTRACTOR shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, CONTRACTOR shall notify the RCCFC in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

(1) **Breaches treated as discovered.** A breach is treated as discovered by CONTRACTOR as of the first day on which such breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of CONTRACTOR (determined in accordance with the federal common law of agency).

(2) **Content of notification.** The written notification to the RCCFC relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by CONTRACTOR:

(a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired, used or disclosed during the breach;

(b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

(c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

(d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

(e) A brief description of what CONTRACTOR is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

(f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by CONTRACTOR, CONTRACTOR shall cooperate with the RCCFC and shall provide the RCCFC with any information requested by the RCCFC to enable the RCCFC to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, CONTRACTOR shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to the RCCFC not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If CONTRACTOR delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, CONTRACTOR shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the CONTRACTOR'S failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, CONTRACTOR agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish CONTRACTOR'S obligations to indemnify, defend and hold harmless the RCCFC under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event CONTRACTOR'S use or disclosure of PHI and/or ePHI violates the Privacy Rule, CONTRACTOR shall maintain documentation sufficient to demonstrate that all notifications were made by CONTRACTOR as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including CONTRACTOR'S completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when the RCCFC , in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code
§1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

(1) CONTRACTOR agrees to assist the RCCFC to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

(2) CONTRACTOR agrees to report to the RCCFC any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two
(3) 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. <u>Hold Harmless/Indemnification.</u>

A. CONTRACTOR agrees to indemnify and hold harmless the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials,

employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of the RCCFC, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of the RCCFC and the County of Riverside, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the RCCFC and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the RCCFC and the County of Riverside as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless the RCCFC and the County of Riverside shall be subject to the RCCFC and the County of Riverside having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to the RCCFC and the County of Riverside the appropriate form of dismissal relieving the RCCFC and the County of Riverside from any liability for the action or claim involved.

C. The specified insurance limits required in the Contract of this Addendum shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the RCCFC and the County of Riverside herein from third party claims arising from issues of this Addendum.

D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Contract of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term**. This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by the RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside, is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Contract and will provide grounds for terminating this Addendum and the Contract with or without an opportunity to cure the breach, notwithstanding any provision in the Contract to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

(1) Terminate the Contract and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

(2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Contract and this Addendum.

(3) If termination of the Contract is not feasible, the breaching party, upon the request of the non- breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

(1) Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by the RCCFC, destroy all PHI and/or ePHI received from the RCCFC, or created or received by the CONTRACTOR on behalf of the RCCFC, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the RCCFC. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

(2) In the event that CONTRACTOR determines that returning or destroying the PHI and/or ePHI is not feasible, CONTRACTOR shall provide written notification to the RCCFC of the conditions that make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as the CONTRACTOR maintains such PHI and/or ePHI.

12. <u>General Provisions.</u>

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**

H. **Future Agenda Items:**

1. Autism Services Presentation
2. Champion for Children Award Nomination

I. **Adjournment**: Adjournment 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

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