



**AGENDA
PUBLIC NOTICE**

Regular Meeting of the Finance Sub Committee
Wednesday, July 9, 2025
2:00 PM
First 5 Riverside County
585 Technology Ct
Riverside, California 92507

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

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

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

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

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

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RIVERSIDE COUNTY CHILDREN & FAMILIES COMMISSION
www.First5Riverside.org

D.1. Presentation of Champion for Children Award, Angela Muñoz, Director, Outreach & Education, JFK Memorial Foundation - Sean Pravica, Senior Public Information Specialist

**First 5 Riverside County
Champion for Children Award
2025 Recipient**

Nominee Profile: Angela Munoz

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

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

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

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

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

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

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

Sources:

Champion for Children nomination submittal:

https://drive.google.com/drive/folders/1suV_b0z0Ojacfr-3ebojWyHJGWnoo0j

D.2. Riverside County Office of Education (RCOE) Presentation - UPK -Mixed Delivery System Update, Including Introduction of Assistant Superintendent Kathy King - Jennifer Beggs, Executive Director, Early Care Education

Universal Prekindergarten Mixed Delivery System

July 9, 2025

First 5 Riverside County, Children and Families Commission

Jennifer Beggs, Executive Director, Early Care and Education
Division of Early Education Services

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What is Universal Pre-Kindergarten?

Universal Pre-Kindergarten (UPK), also known as “preschool access for all,” is a policy framework that provides all families with preschool access for their child should they choose to enroll their child in a pre-kindergarten program.

UPK is completely parent-choice; families are not required to enroll their child in a pre-kindergarten program. ⁷

Families have access to a mixed-delivery system of pre-kindergarten program options.

What Options Make Up the UPK Mixed-Delivery System?

- **California State Preschool Program** – state-funded preschool program for 3 & 4 year old children (some sites may serve 2 year olds)
 - No cost to families who meet program eligibility requirements to qualify
- **Head Start** – federally-funded preschool program for 3 & 4 year old children
 - No cost to families who meet program eligibility requirements to qualify
- **Private Pay Preschool or Child Care** – private programs operating preschool/child care as a licensed center, licensed family child care home, or unlicensed family, friend, or neighbor care
 - Programs set their own rates for the services
 - Families may qualify for state child care subsidies to support with the costs of services
- **Transitional Kindergarten** – part of the public/charter school system; takes place the year before kindergarten (no cost)
 - Available to all age-eligible children: for the 2025-26 school year, children who turn 4 by September 1 are eligible for TK

The UPK Mixed-Delivery System at-a-Glance

Name	California State Preschool Program (CSPP)	Head Start	Private Pay Preschool	Transitional Kindergarten (TK)
Age	3- and 4-year-olds	3- and 4-year-olds	3- and 4-year-olds	4-year-olds, depending on birthday
What it is	Preschool program funded by the State of California	Federally-funded preschool program	Preschool and childcare programs	Part of the public elementary school system that takes place the year before Kindergarten
Schedules	Part-day and full-day options determined by providers	Part-day and full-day options determined by providers	Part-day and full-day options determined by individual preschool providers	Part-day and full-day options determined by providers
Cost	Free or low-cost, depending on families' income and other factors	Free, depending on families' income and other factors	Fees determined by individual preschool providers. Some families may be eligible for state subsidized vouchers to cover the costs of care.	Free to everyone, regardless of income

Resource Links

- RCOE Website [Universal PreKindergarten](#)
- California Department of Education Website <https://www.cde.ca.gov/ci/gs/em/kinderfaq.asp>
- CA UPK Website <https://cauniversalprek.org/>
- UPK Family Decision Chart [Family Decision Chart](#)



Division of Early Education Services

Early Education & Child Care Options in Riverside County

From birth through age 5, your child is rapidly developing and learning from the world around them.

Give your child a strong start by enrolling them in one (or more!) of the many [early education](#) and [child care options](#) available based on your child's age:

For Ages 0-3	For Ages 4-5*
<ul style="list-style-type: none"> • Early Head Start / Head Start • State-Funded Preschool • Alternative Payment Program • Licensed Center or Home • Family, Friend, or Neighbor Caregiver 	<ul style="list-style-type: none"> • Head Start • State-Funded Preschool • Transitional Kindergarten (TK) • Alternative Payment Program • Licensed Center or Home • Family, Friend, or Neighbor Caregiver <p><i>*children not yet Kindergarten age eligible</i></p>

90% of a child's brain develops by age 5



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Things to Consider When Making Your Choice

What is available for my child?
What options are best for me and my child?

Need Assistance Paying?

If you are needing assistance in paying for child care or to research other options, please call 800-442-4927.

What is Transitional Kindergarten (TK)?

Transitional Kindergarten provides an opportunity for children, who are 4 and 5* years old, to access an early education program. Some school districts may also accept children outside of the eligible 4 and 5 year old age range for early enrollment.

To learn about the TK options available through your local public schools, you may contact your local school district. To learn about all early education and child care options, you may contact RCOE, Resource & Referral at 800-442-4927 or by email at randr@rcoe.us.



Want More Information About Your Options?

Contact Riverside County Office of Education, Resource & Referral, at 800-442-4927 or by email at randr@rcoe.us. rcoe.us/departments/early-learning-services

Content adapted from Tulare County Office of Education



Questions?

Thank you!

Jennifer Beggs, Executive Director
jbeggs@rcoe.us
(951) 826-6608



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For Ages 4-5*

- Head Start
- State-Funded Preschool
- Transitional Kindergarten (TK)
- Alternative Payment Program
- Licensed Center or Home
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**children not yet Kindergarten age eligible*

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rcoe.us/departments/early-learning-services

Opciones de educación temprana y cuidado infantil en el condado de Riverside

Desde recién nacido hasta los 5 años de edad, su hijo se está desarrollando rápidamente y aprendiendo del mundo a su alrededor.

Déle a su niño un comienzo fuerte inscribiéndolos en una (¡o más!) de las varias **opciones de educación temprana y cuidado infantil** disponibles dependiendo en la edad de su hijo:

Para niños de edades 0 a 3

- Early Head Start y Head Start
- Grado preescolar financiado por el estado
- Programas de pago alternativo
- Centro u hogar de cuidado acreditado
- Cuidado infantil de un familiar, amigo o vecino

Para niños de 4 a 5* años

- Head Start
- Grado preescolar financiado por el estado
- Kinder de transición (TK)
- Programas de pago alternativo
- Centro u hogar de cuidado acreditado
- Cuidado infantil de un familiar, amigo o vecino

**Niños que aún no reúnen los requisitos de edad para entrar a Kinder*

El **90%** del desarrollo cerebral de un niño sucede en los primeros 5 años de edad



¿Qué es el kínder de transición?

El kínder de transición (TK por sus siglas en inglés) ofrece la oportunidad de que los niños de 4 y 5* años de edad puedan acceder un programa de educación temprana. Algunos distritos escolares también aceptan a niños fuera del rango de edad de 4 y 5 años y permiten inscripción temprana.

Para aprender sobre las opciones de TK disponibles a través de sus escuelas públicas locales, puede comunicarse con su distrito escolar local. Para aprender más sobre todas las opciones de educación temprana y cuidado infantil, puede comunicarse con Resource & Referral de la RCOE al 800-442-4927 o por correo electrónico a randr@rcoe.us.



Cosas que debe considerar al elegir su preferencia

¿Qué opción está disponible para mi hijo?

¿Qué opción es mejor para para nosotros?



¿Necesita ayuda con el costo?

Si necesita ayuda para pagar por el cuidado infantil o para investigar otras opciones, por favor llame al 800-442-4927.



¿Desea más información sobre sus opciones?

Comuníquese con Resource & Referral, parte de la Oficina de Educación del Condado de Riverside al 800-442-4927 o por correo electrónico a randr@rcoe.us.
rcoe.us/departments/early-learning-service

D.3. Inland Empire Children's Cabinet Presentation - Susan Gomez, Chief Executive Officer and Brian Romo, Director of Policy and Project Lead, Inland Empire Community Collaborative (IECC)



INLAND EMPIRE
**CHILDREN'S
CABINET**

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Presentation to:
First 5 Riverside County
Children and Families Commission

July 2025

The Cabinet's Origins

- The Inland Empire Children's Cabinet is a regional initiative that launched in 2021 to improve outcomes for children and families.
- It currently includes 196 sector leaders representing 129 organizations focused on **systems change**, **equity** and **collaboration**.
- It is governed by a Partner Table that meets quarterly, and its efforts are driven by four Committees.

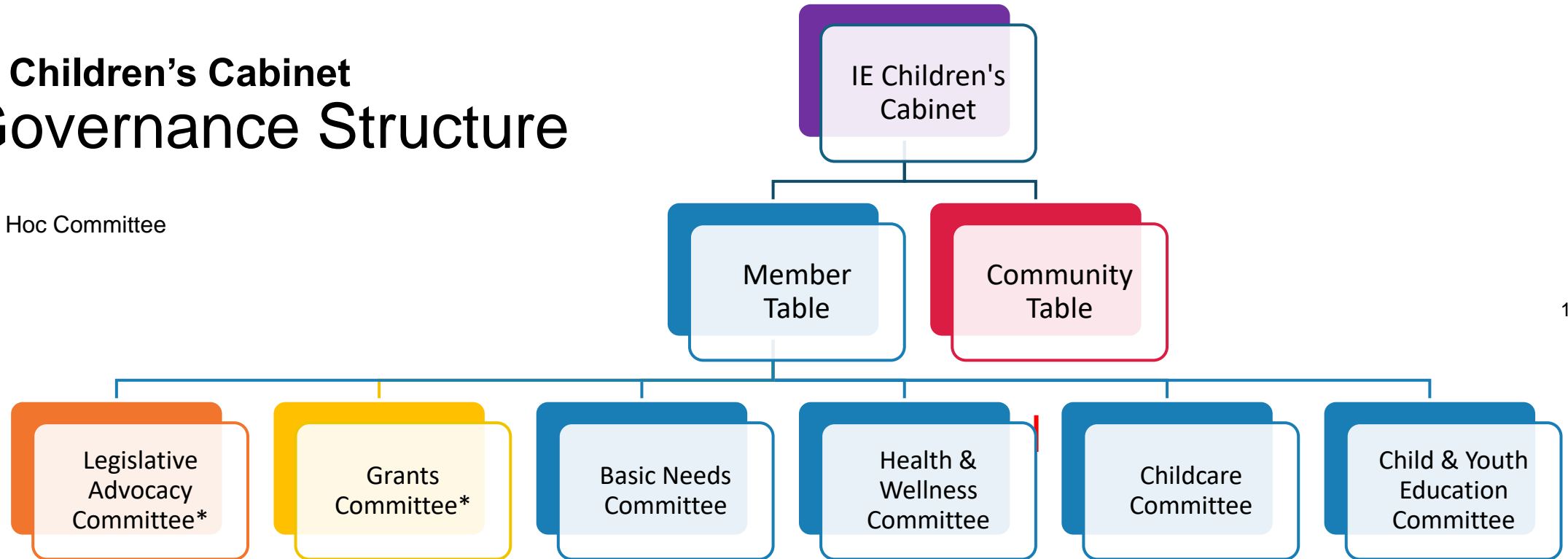


Mission: This two-county Children's Cabinet will support children, youth, and families and improve the ability to advance health and racial equity in our communities.

The Overall Cabinet Structure

IE Children's Cabinet Governance Structure

*Ad Hoc Committee



Member Table is made up of nonprofit and government programming representatives.

Community Table is made up of parents, youth, and community members.

Key Achievements Since Launch

Leveraging Funds to Expand Supports for Children and Families

The Cabinet has been instrumental in securing funding to support the region's children and families.

- Ongoing identification of grant opportunities (through the monthly *grants bulletin*) to expand services for children and families.
- Establishment of *collaborative grant applications* using a skilled grant writer (Andrea Mitchel, of AM Development Gro).

**\$5.5
MILLION**

**Secured collaborative grant
funding achieved to date**

Key Achievements Since Launch

Advocating for Just and Equitable Practices

The Cabinet advocates for local and state policy changes that support children and families. Examples include:

- The development of a **legislative tracker** to track legislation that impacts children and families.
- **Legislative advocacy** for improvements in funding mechanism and workforce supports for childcare.
- Working to **address policies** that restrict access to care, such as the same-day exclusion policies in healthcare systems that prevent children from receiving mental health services on the same day as other medical services.

What is Next...

Supporting Systems Change Efforts in the Region

The Children's Cabinet has consistently advocated for systems change to improve the delivery of services to children and families.

A key systems change effort the Council will be working on involves collaborating on the design for **integrated service delivery** in Riverside County. Efforts to integrate service delivery in Riverside County focus on transforming the traditionally fragmented system by coordinating prevention and early intervention services, ensuring more effective and equitable support for children and families.



What is Next...

Establishment of a Community Table

The Community Table is a vital addition to the IE Children's Cabinet, designed to amplify the voices of parents, caregivers, and community leaders in shaping policies and services.

Key benefits of the Community Table include:

- Create a space where **parents and caregivers can directly influence decisions** that impact their children's wellbeing.
- Strengthen the Cabinet's **connection with the communities** it serves by ensuring diverse, grassroots input into policy and program development.



Value of a Community Table

Why the Community Table Matters

- **Empowerment through Representation:** Ensures that parents have an equal seat at the table, empowering them to advocate for their children's needs and the community's priorities.
- **Enhancing Policy Relevance:** Direct parent involvement ensures that policies and programs reflect the lived experiences and real needs of families.
- **Improved Service Delivery:** A more inclusive approach leads to better-targeted interventions and resource allocation that address the most pressing challenges in communities.
- **Civic Engagement & Advocacy:** Parents are trained and encouraged to participate in advocacy efforts, influencing local, state, and federal decisions that affect their children and families.

Funding Partners

We are deeply grateful to our current/former funders whose contributions make it possible for the Children's Cabinet to continue its vital work, *transforming systems, advocating for children,* and *empowering communities* throughout the Inland Empire:

- **First 5 Riverside County**
- **First 5 San Bernardino**
- **State of California – All Children Thrive (ACT)**
- **Gates Foundation**
- **Weingart Foundation**
- **The California Wellness Foundation**
- **PolicyLink**





Thank You!

From the Inland Empire Children's
Cabinet and the Inland Empire
Community Collaborative



E. Presentations/Action Items – Supervisor Chuck Washington, Chair

E.1.25-26: Approve Funding Stability for Home Visiting Provider Contracts for FY 2024-2026 [**\$1,056,842 - PROP 10 FUNDS**] - Charna Widby, Assistant Director



AGENDA ITEM: 25-26
DATE OF MEETING: July 9, 2025
ACTION:
INFORMATION:

**APPROVE FUNDING STABILITY FOR HOME VISITING PROVIDER CONTRACTS
FOR FY 2024-2026
[\$1,056,842 – PROP 10 FUNDS]**

SUMMARY OF REQUEST

Authorize the use of Proposition 10 funds to ensure continuity of CalWORKs Home Visiting Program services if state funding is insufficient. This includes:

- Up to \$285,000 in FY 2024/25 to supplement CalWORKs Home Visiting Program funding once the maximum reimbursable amount is exhausted, and
- Up to \$771,842 in FY 2025/26 to cover the projected gap between committed provider contracts and anticipated CalWORKs Home Visiting Provider funding.

Authorize adjusting funding levels of partner agency contracts including decreasing or increasing CalWORKs allocations, not to exceed the Commission authorized home visit initiative maximum (\$4,251,891).

This authorization designates Proposition 10 as a payor of last resort to protect provider stability and ensure uninterrupted services to children and families through the end of the Strategic Plan period (FY 2025/26). This action also authorizes staff to pilot expanded home visiting services for non-CalWORKs participants in partnership with existing contracted providers who secure matching funds (e.g., CYBHI). Proposition 10 may be used to reimburse actual unreimbursed costs resulting from these pilots, subject to reconciliation and not to exceed authorized budget ceilings.

BACKGROUND

Home visiting services are critical to promoting child development, family resilience, and preventing adverse childhood outcomes. The CalWORKs Home Visiting Initiative (HVI) supports the delivery of evidence-based home visiting programs to eligible families in Riverside County. First 5 Riverside County (F5RC) serves as the lead agency, contracting directly with qualified providers to deliver services on behalf of the Riverside County Department of Public Social Services (DPSS).

CalWORKs allocations are set by the state and vary annually based on budget forecasts. Over the last three years, the CalWORKs Home Visiting allocation for Riverside County has ranged from a high of \$5,484,457 to the current allocation of \$3,480,049. This fluctuation creates uncertainty for providers who rely on these funds to serve families

consistently. As a result, Proposition 10 is proposed as a contingency source to close potential funding gaps.

Staff recommend authorizing up to \$285,000 in Proposition 10 funds to ensure continuity of CalWORKs-funded home visiting services for FY24/25 in the event that the County’s state allocation is fully utilized prior to year-end. This figure reflects current expenditure trends and ensures adequate buffer for final month invoicing while maintaining alignment with actual contract utilization.

The FY 2025/26 provider contracts total \$4,251,891. With only \$3,480,049 currently allocated to Riverside County, a gap of \$771,842 is projected. Proposition 10 funds would be used to fill this gap if the state allocation does not increase. If the actual allocation confirmed in Fall 2025 is lower or higher than projected, staff will return to the Commission to adjust the contingency authorization accordingly.

The six provider agencies and their FY 2025/26 contract amounts are as follows:

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

F5RC and DPSS submitted a caseload growth request to the state in June 2025, requesting an increased CalWORKs home visiting allocation aligned with provider capacity and local need. Final allocations to counties for FY25/26 will be issued in Fall 2025. Should Riverside County receive less than the anticipated \$3,480,049 in CalWORKs funds, staff will return to the Commission with a proposed revision to the Proposition 10 contribution at that time.

Concurrently, staff is conducting an internal analysis and reconciliation of FY24/25 contract utilization. Based on this review, amendments to realign contracts—reducing funding for those demonstrating underutilization and reallocating funds to existing providers with demonstrated capacity to serve additional families will be executed based on Commission approval of this recommended action. This strategic reallocation promotes fiscal responsibility and maximizes service delivery across Riverside County. By aligning investments with actual caseload trends and provider capacity, the Commission is positioned to fully leverage available CalWORKs funds and reinforce its broader strategy of fiscal stewardship, service optimization and system readiness.

RECOMMENDED ACTION:

That the Commission:

- Authorize the Executive Director to utilize Proposition 10 funds in FY 2024/25 in an amount not to exceed \$285,000 to cover any CalWORKs Home Visiting Program funding shortfall if the FY 24/25 maximum reimbursable allocation of \$3,480,049 is fully expended.
- Authorize the Executive Director to utilize Proposition 10 funds in FY 2025/26 in an amount not to exceed \$771,842 to supplement the anticipated \$3,480,049 in CalWORKs MRA, in order to fully fund the \$4,251,891 in CalWORKs home visiting provider contracts across six providers.
- Authorize the Executive Director or designee to execute amendments to CalWORKs-funded partner agency contracts, including adjustments to funding sources; increases or decreases in funding not to exceed the Commission-authorized maximum of \$4,251,891; and modifications to statements of work or reporting requirements—provided all changes remain within the original contract intent and scope of work and receive approval from County Counsel—without further Commission action.
- Authorize the Executive Director to negotiate and execute pilot agreements with existing home visiting provider agencies to expand services to non-CalWORKs participants using external matching funds (e.g., CYBHI, Medi-Cal, FFPSA, local funds), with Proposition 10 authorized as a payor of last resort only in cases of documented reimbursement gaps, not to exceed existing home visiting initiative limits.

BUDGET IMPACT

Adequate appropriation has been included in the approved FY 25/26 budget to support funding for this initiative (527980-25800-938001-42200).

STRATEGIC PLAN RELEVANCE

Goal Area 1 - Comprehensive Health and Development (42200)

POTENTIAL CONFLICTS OF INTEREST

Commission Vice Chair Jose Campos, Director – Jurupa Unified School District
Commissioner Kimberly Saruwatari, Director – RUHS Public Health

ATTACHMENTS

None

- F. **Consent Items – Supervisor Chuck Washington, Chair** (a copy of all action items and attachments can be viewed at www.rccfc.org and at the Commission Business Office)
 - F.1. Approve First 5 Riverside County Draft Commission Meeting Minutes - May 14, 2025 Session

MINUTES
FIRST 5 RIVERSIDE COUNTY
Commission Regular Meeting
Wednesday, May 14, 2025
2:00 PM
First 5 Riverside County
585 Technology Ct
Riverside, California 92507

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

Commissioners Absent: Charity Douglas, Elizabeth Romero, and Takashi Wada

Commissioner Vacancy: District V

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

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

- A. **Call to Order – Supervisor Chuck Washington, Chair**
1. Pledge of Allegiance
 2. Roll Call – Lynn Stephens, Executive Assistant IV
- B. **Public Comments (for items not listed on the agenda) – Supervisor Chuck Washington, Chair**
- None
- C. **Commission and Advisory Committee Business – Supervisor Chuck Washington, Chair**
1. Director's Report – Tammi Graham, Executive Director; Charna Widby, Assistant Director; Michael Knight, Deputy Director

Presented by Tammi Graham

- Yvonne Suarez Farewell
- Temecula FRC Open House
- Lakeland Village Groundbreaking
- SoCal Funders Brunch
- Strategic Plan Prep Work

Presented by Charna Widby

- Strategic Plan Development
- Pinwheels for Prevention
- Federal Update: Head Start and Local Readiness
- “Choose Children 2026”: Policy Council

2. Public Information Report – Sean Pravica, Senior Public Information Specialist

Presented by Sean Pravica

- Young Child Celebrations
- State of the 4th District
- Jurupa Valley Mayor’s Prayer Breakfast
- California Association of Public Information Officials (CAPIO) Certificate of Excellence
- Water Safety Media Advisory
- 25th Anniversary Celebration

3. Commissioner Comments

Vice Chair Campos thanked Ms. Suarez for her years of service. Commissioner Saruwatari concurred.

Commissioner Saruwatari reported that there will be a press release tomorrow: the first pediatric death due to influenza occurred in March. Influenza incidences are up 226 deaths this year from 0-17. There is a measles outbreak throughout the country.

Commissioner Ginder asked if staff needed Commission support with anything related to Head Start. Ms. Beggs, Executive Director of Early Care and Education at Riverside County Office of Education (RCOE), addressed the Commission from the floor in response to Commissioner Ginder’s question. RCOE has built-in flexibility for grant loss. Systems are in place for families to not have a break in services through the RHAP program if they are at sites that are affected. RCOE can provide alternatives so families don’t lose services altogether.

Commissioner Ginder asked if they had seen any impacts or delays in payment funding. Ms. Beggs responded that federally funded contracts go through September 30, so no impact will be seen until after that time. There is no intention for Head Start to be eliminated, and no current reductions. Ms. Widby added that staff will be bringing asks for Home Visiting for the Commission to take action at a future Commission meeting.

Chair Washington acknowledged the importance of the Whole Person Health Score (WPHS) and that there is no wrong door to support families. He spoke of the joy of supporting families so children can thrive.

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

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

Ms. Graham provided an overview of the financial highlights for the third quarter. She noted that the staff is projecting \$15 million in tobacco revenues in comparison to the \$16,1 million budgeted. A greater decline has been seen due to the Flavor Ban. Budget comparisons to 3rd quarter actuals reflect a fund balance draw of

\$2,758,965 compared to the anticipated draw of \$6,150,000. Current projections for fiscal year end anticipates even a smaller fund balance draw of \$1,554,935 on June 30, 2025.

The major contributors to these shifts are a result of projecting less tobacco tax revenues as reflected in accounts 754000/754020 and underspending of contracts reflected in the Approp 2- Services & Supplies line. The actual impact to the fund balance will be adjusted based on actual year end revenues and expenses. It is important to note, the majority of Infrastructure projects will be completed this year. Committed Funds will roll over into the new fiscal year

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

1. Approve First 5 Riverside County Draft Commission Meeting Minutes - March 12, 2025 Session
2. **25-17:** The First 5 Riverside County Advisory Committee Recommends Approval of Nominee Angela Munoz as the 2025 Champion for Children
3. **25-18:** Approve and Ratify the Purchase Order with Absolute Security International, Inc. for Security Guard Services for the MECCA Family Resource Center from July 1, 2024 - June 30, 2025 **[\$75,000 - DPSS FUNDS]**
4. **25-19:** Approve Five Contracts in Alignment with Riverside County Children and Families Commission Strategic Plan Through 2026 **[PROP 10 - AMOUNT NOT TO EXCEED \$487,871 (FIVE CONTRACTS)]**
5. **25-20:** Approve FY 24/25 First 5 Riverside County Updated Vendor List for Vendors over \$50,000
6. **25-21:** Approve Contract with Rady Children's Hospital San Diego to Support HealthySteps Sustainability from July 1, 2025 - June 30, 2026 **(CONTRACT NO. CF25130) [\$902,137 - PROP 10 FUNDS]**
7. **25-22:** Adopt First 5 Riverside County 2025 Legislative Policy Agenda
8. **25-23:** Approve Amendment with Jeung Choo Yoo MD, Inc. for Home Visiting Expanded Population from July 1, 2023 - June 30, 2026 **(CONTRACT NO. CF24114) [\$28,000 PROP 10 FUNDS]**
9. **25-24:** Approve First Amendment with Accenture LLP for Technical Support from September 15, 2022 - June 30, 2025 **(CONTRACT NO. CF22149) [\$739,275 - PROP 10 FUNDS]**

*Commissioner Ginder moved to approve Consent Items 1-9 as presented. Vice Chair Campos seconded the motion. **Motion carried unanimously.** Absent: Commissioners Romero, Douglas, and Wada.*

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

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

Ms. Perez provided an overview of the Proposed FY 2025/2026 Annual Budget. Commissioner Gomez asked if there is a statutory minimum requirement for the fund balance. Ms. Perez responded that the Commission Policy requires maintaining a minimum of \$10 million in the fund balance. Commissioner Gomez then asked about the current ending balance. Ms. Perez reported that the ending balance was \$34 million as of the last fiscal year. Ms. Graham added that First 5 has a Commission Policy that establishes fund balance requirements. She reiterated that it is required for the Commission to maintain such a policy, which has only been adjusted once in the last ten years. Of the \$10 million minimum, \$6 million is held in reserves, and \$4 million is designated as the minimum fund balance.

Commissioner Gomez asked if all First 5 employees are County employees. Ms. Perez confirmed that they are.

Commissioner Gomez then asked if all employees have union representation. Ms. Perez responded that most do, with the expectation of confidential employees and Management.

Commissioner Gomez inquired whether union negotiations are factored into the budget or handled afterward. Ms. Perez explained that negotiations are currently in their third year and are included in the proposed budget, which also accounts for \$236,000 in COLA (Cost of Living Adjustment).

Ms. Perez added that ARPA-related expenses are significantly decreasing as ARPA funding concludes.

*Commissioner Gomez moved to approve Action Item 25-25 as presented. Commissioner Saruwatari seconded the motion. **Motion carried unanimously.** Absent: Commissioners Romero, Douglas, and Wada.*

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

*Commissioner Gomez moved to approve continuing Action Item 25-26 until the July 9 Commission meeting. Commissioner Ginder seconded the motion. **Motion carried unanimously.** Absent: Commissioners Romero, Douglas, and Wada.*

A brief Commission discussion ensued about Transitional Kindergarten and required vaccine schedules.

G. **Future Agenda Items:**

1. Inland Empire Children's Cabinet (IECC) Presentation
2. RivCoONE Presentation
3. Home Visiting Epidemiologist Presentation

- H. **Adjournment:** Adjournment at 2:56 p.m. to the 25th Anniversary Celebration on June 18, 2025 and the next Regular Meeting of the Riverside County Children and Families Commission to be held on July 9, 2025 beginning at 2:00 p.m. at: First 5 Riverside County Children and Families Commission Office 585 Technology Court - Conference Room A Riverside, CA 92507

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

DRAFT

F.2. **25-27**: Approve First Amendment with Riverside University Health System - Public Health for Shared Staffing from July 1, 2024 – June 30, 2026 (**MOU NO. HSARC-25-007**) [**\$481,565 - PROP 10 FUNDS**]



AGENDA ITEM 25-27
DATE OF MEETING: July 9, 2025
ACTION:
INFORMATION:

**APPROVE FIRST AMENDMENT WITH
RIVERSIDE UNIVERSITY HEALTH SYSTEM - PUBLIC HEALTH
FOR SHARED STAFFING FROM JULY 1, 2024 – JUNE 30, 2026
(MOU NO. HSARC-25-007) [\$481,565 – PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve First Amendment to Memorandum of Understanding (MOU) No. HSARC-25-007 with Riverside University Health System – Public Health (RUHS-PH) for an amount not to exceed \$481,565 for July 1, 2024-June 30, 2026. This amendment adds one (1.0) Full-Time Equivalent (FTE) Epidemiologist position and increases the total MOU amount by \$161,425, funded by Proposition 10.

This amendment includes advancements in the WIC/First 5 shared staffing partnership intended to improve linkages and closed loop referrals between WIC and First 5 to improve outcomes for families.

BACKGROUND

The existing Epidemiologist position provides critical support for program evaluation, performance tracking, and data integration related to First 5 initiatives, including HealthySteps, CalWORKs Home Visiting, and Family Resource Centers. This action formalizes and continues funding support previously provided under separate contracts (CF24119 and CF24120), thereby consolidating oversight and aligning staffing under the shared MOU framework.

To sustain public health-informed analytics and strengthen interagency data partnerships, staff recommend amendment No. 1 to the existing Shared Staffing MOU HSARC-25-007 to formally include this Epidemiologist position. This action ensures long-term continuity, avoids disruption to services, and aligns with First 5's prevention infrastructure priorities. The Scope of Work will be amended to add support for the continued epidemiological analysis of maternal and child health trends and home visiting system data.

On July 10, 2024 (Action Item 24-25), the Commission approved the original Shared Staffing MOU with RUHS-PH for an amount not to exceed \$320,140.

RECOMMENDED ACTION

That the Commission:

1. Approve Amendment No. 1 to Memorandum of Understanding (MOU) No. HSARC-25-007 with Riverside University Health System – Public Health, increasing the total amount by \$161,425 to an amount not to exceed \$481,565, effective July 9, 2025. This amendment adds one (1.0) Full-Time Equivalent (FTE) Epidemiologist position, as detailed in the attached draft.
2. Authorize the Executive Director or designee to negotiate modifications to the scope of work or budget consistent with the intent and not to exceed the amount of the attached draft Amendment No. 1, and to execute the final amendment on behalf of the Commission, contingent upon County Counsel’s approval as to form.
3. Authorize the Executive Director or designee, subject to availability of fiscal funding and County Counsel approval as to form, to execute future amendments to MOU No. HSARC-25-007, including scope of work modifications or budget adjustments that remain consistent with the intent of the MOU, without requiring further Commission action.

BUDGET IMPACT

Adequate appropriation is included in the approved Fiscal Year 25/26 budget.

STRATEGIC PLAN RELEVANCE

Goal Area 4 – Countywide (92980)

POTENTIAL CONFLICTS OF INTEREST

Commissioner Kimberly Saruwatari, Director – Public Health.

ATTACHMENTS

1. HSARC-25-007 Draft Amendment No. 1 to MOU No. HSARC-25-007

HSARC-25-007 Amendment No. 1

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION, A.K.A FIRST 5 RIVERSIDE
COUNTY AMENDMENT No. 1 TO THE MEMORANDUM OF UNDERSTANDING HSARC-25-0007
WITH RIVERSIDE UNIVERSITY HEALTH SYSTEM- PUBLIC HEALTH

AGREEMENT:	25-0007
PERIOD OF PERFORMANCE: EFFECTIVE DATE OF AMENDMENT:	July 1, 2024 through June 30, 2026 July 9, 2025
ORIGINAL MAXIMUM AGGREGATE REIMBURSABLE AMOUNT:	\$320,140
AMENDED MAXIMUM AGGREGATE REIMBURSABLE AMOUNT:	\$481,565

This Amendment No. 1 to the Memorandum of Understanding (MOU) HSARC-25-007 is made by and between the Riverside County Children and Families Commission (“RCCFC”, or “F5RC”), and Riverside University Health System-Public Health (“RUHS-PH”).

WHEREAS, the County of Riverside (“County”) for RUHS-PH entered into that certain agreement (“Original MOU”) with F5RC for sharing of two administrative positions to oversee the collaborative partners at the integrated services delivery sites (ISD) premises, effective as of July 1, 2024 (“Original MOU”); and

WHEREAS, F5RC and RUHS-PH desire to ratify the Scope and Compensation, and include Attachment A-1 and Attachment B-1 in the MOU.

NOW THEREFORE, in consideration of the mutual covenants herein, F5RC and RUHS-PH agree to amend the MOU according to the terms and in the manner set forth herein:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by this reference.
2. **ATTACHMENT I – BUDGET is deleted in its entirety and replaced with ATTACHMENT B-1: BUDGET**
3. **ATTACHMENT A-1: SCOPE OF WORK is attached and incorporated into this MOU by reference.**
4. **Section III. FIRST 5 RESPONSIBILITIES is deleted in its entirety and replaced with the following:**
 - III. F5RC Responsibilities are set forth in Attachment A-1: Scope of Services
5. **Section IV. RUHS-PH RESPONSIBILITIES is deleted in its entirety and replaced with the following:**
 - III. RUHS-PH Responsibilities are set forth in Attachment A-1: Scope of Services

HSARC-25-007 Amendment No. 1

6. **Miscellaneous.** All other terms and conditions of the MOU not modified herein shall remain unchanged and in full force and effect.
7. **Effective Date.** This Amendment No. 1 to the Original MOU HSARC-25-007 shall be effective as of July 9, 2025.

[Signatures on next page]

HSARC-25-007 Amendment No. 1

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Amendment No. 2.

Authorized Signature for Riverside County Children and Families Commission (a.k.a First 5 Riverside County)	Authorized Signature for Riverside University Health System – Public Health (RUHS-PH)
Printed Name of Person Signing: Tammi Graham	Printed Name of Person Signing: Kim Saruwatari
Title: Executive Director	Title: Director, RUHS-PH
Address: 585 Technology Ct. Riverside, CA 92507	Address: 4065 County Circle Drive Riverside, CA 92503
Date Signed:	Date Signed:
ATTEST SIGNATURE:	
Lynn Stephens Executive Assistant IV	
Date Signed:	

Approve as to Form:

By: _____
 Kristine Bell-Valdez
 Supervising Deputy County Counsel

Date: _____

Approval as to Form:

Minh C. Tran
 County Counsel

By: _____
 Esen Sainz
 Deputy County Counsel

Date: _____

ATTACHMENT A-1

SCOPE OF WORK

F5RC/WIC Integration Project Support / RivCoONE Site

1. F5RC shall:
 - A. Staff located at the RivCo One site shall participate in the Integrated Service Delivery (ISD) project by implementing the START Integrated Referral System. RUHS-PH and F5RC will implement activities and services contained in this MOU inclusive of active integration efforts between the County, First 5, and WIC to strengthen support for WIC participants and collect data to guide improvement.
 - B. Activities and services may include but are not limited to: START implementation, Integrated Team Support, ISD Daily Huddles, ISD Case Collaboration, ISD Facilities/Safety, Communication, and enhanced linkage workflows with WIC.
 - C. Ensure WIC families are systematically offered relevant First 5 services, including developmental screening and parenting supports, with tracked results and shared accountability.
 - D. Engage in closed-loop referrals for WIC participants through documented follow-up, outcome tracking, and shared case discussions.
 - E. F5RC's Regional Manager (RM) will provide managerial coverage for the RivCO One site, WIC/F5 integration efforts, and F5RC Staff.
 - F. F5RC RM will attend the ISD Huddle and facilitate the Tiered Huddle system.
 - G. F5RC RM will participate in case collaboration meetings where multidisciplinary teams review family needs and determine appropriate services, including for F5 and WIC-enrolled families.
 - H. Staff Located at the RivCo One site will meet regularly for First 5/WIC integration experiments that lead to service improvements, and scale and spread to the other co-located sites.
 - I. All site issues will be jointly addressed by the Supervising Nutritionist II and the F5RC RM through co-management protocols.
2. RUHS-PH shall
 - A. WIC staff will coordinate with F5 Staff located at the RivCo One site to administer the START Integrated Referral System. RUHS-PH and F5RC will implement activities and services contained in this MOU including active integration efforts between the County, First 5, and WIC to strengthen support for WIC participants and collect data to guide improvement.
 - B. Invoice F5RC for in-person, shared staffing costs at designated RivCo One sites to improve service delivery and agreed upon activities provided as specified in ATTACHMENT B-1: BUDGET
 - C. Assign WIC and ISD-aligned staff to support coordinated services with F5RC, including engagement with closed loop referrals, and tracking data for improved outcomes.
 - D. RUHS PH – WIC will provide coordinate and provide on-site supervisory coverage for the designated RivCo One site, WIC program delivery, WIC/F5 integration efforts, and F5RC co-located staff for a minimum average of 20 hours per week.
 - E. The Supervising Nutritionist II shall participate in case collaboration meetings to coordinate services for WIC and First 5 participants and others served at the site.
 - F. RUHS-PH WIC shall provide the office space for co-located F5RC personnel and designate a Supervising Nutritionist II as responsible for facility and safety oversight in accordance with Public Health protocols.
 - G. The Supervising Nutritionist II will co-manage all site-level issues in partnership with the F5RC RM, including referral outcomes and site-level coordination.

Epidemiologist Support

Riverside University Health System – Public Health (RUHS-PH) shall provide 1.00 Full-Time Equivalent (FTE) of an Epidemiologist funded by First 5 Riverside County Children & Families Commission (F5RC). The Epidemiologist shall work under the direction of the Executive Director of F5RC or designee and in close collaboration with F5RC's Program teams to advance data-informed decision-making and strategic systems development.

The subject matter expertise provided under this MOU shall include but is not limited to:

- Create a comprehensive data dashboard for well-child visits, child care, and other relevant topics that support the initiatives and efforts outlined in the Commission's approved strategic plan
- Examine home visiting data from F5RC funded partners and Public Health home visiting programs to support the creation of a countywide home visiting system.
- Support Research Specialists and F5RC team on data reporting required by the F5RC Commission, First 5 California and the CA Department of Social Services.
- Contribute and advise on the types of data needed to make data-informed decisions and guide Commission strategic planning.
- Support Countywide development of metrics to improve outcomes for children and pregnant people, especially people of color.

Additional support may include:

- Conduct, design, analyze, and prepare reports on surveys by reviewing and analyzing available data and design applications for new data collection; interpret data and make recommendations for procedure or departmental policy based upon assessments.
- Assist in the design, implementation, and operation of data systems for the monitoring of program delivery and other metrics to identify status and trends and inform continuous quality improvement

HSARC-25-007 Amendment No. 1

ATTACHMENT B-1

OPERATING COSTS

Category	Description	FY24/25	FY25/26	Total Budget
Expenses				
Personnel Expenses	Salaries JV Nutritionist	\$50,802.00	\$52,830.00	\$103,632.00
Personnel Expenses	Salaries TM Nutritionist	\$50,802.00	\$52,830.00	\$103,632.00
Personnel Expenses	Salaries Epidemiologist	\$0.00	\$101,111.81	\$101,111.81
Benefit Expenses	Benefits TM Nutritionist	\$27,667.00	\$28,771.00	\$56,438.00
Benefit Expenses	Benefits JV Nutritionist	\$27,667.00	\$28,771.00	\$56,438.00
Benefit Expenses	Benefits Epidemiologist	\$0.00	\$60,313.19	\$60,313.19
Total Budget		\$156,938.00	\$324,627.00	\$481,565.00

F.3. **25-28:** Approve and Ratify Contract with Riverside University Health System - Community Health Centers to Support HealthySteps Sustainability from July 1, 2025 – June 30, 2026 (**CONTRACT NO. CF25144**) [**\$841,756 - PROP 10 FUNDS**]



AGENDA ITEM: 25-28
DATE OF MEETING: July 9, 2025
ACTION:
INFORMATION:

**APPROVE AND RATIFY CONTRACT WITH
RIVERSIDE UNIVERSITY HEALTH SYSTEM – COMMUNITY HEALTH CENTERS
TO SUPPORT HEALTHYSTEPS SUSTAINABILITY
FROM JULY 1, 2025 – JUNE 30, 2026
(CONTRACT NO. CF25144)
[\$841,756 – PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve and ratify Contract No. CF25144 with Riverside University Health System – Community Health Centers (RUHS-CHC) for an amount not to exceed \$841,756, effective July 1, 2025 – June 30, 2026, to support continued implementation and sustainability of the HealthySteps pediatric integration model in Riverside County.

BACKGROUND

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

Since 2018, First 5 Riverside County has invested in pediatric care transformation through HealthySteps, an evidence-based model that strengthens developmental and behavioral support for young children during well-child visits. This contract continues that investment by funding HealthySteps Specialists, and technical assistance across participating sites, ensuring low-income families with children ages 0–3 have access to integrated supports including developmental screenings, behavioral consultation, and parent navigation.

On July 10, 2024 (Action Item 24-19), the Commission approved and ratified Contract No. CF24149 with RUHS-CHC for FY 2024/25 in the amount of \$841,756. That agreement emphasized sustainability planning and deeper alignment with Medi-Cal billing.

On July 17, 2023 (Action Item 23-36), the Commission approved and ratified Contract No. CF24103 with Riverside University Health System – Community Health Clinics effective July 1, 2023 – June 30, 2024, for HealthySteps Sustainability and expansion to 3 additional sites.

On October 26, 2022 (Action Item No. 22-34), the Commission approved the First Amendment with Riverside University Health System-Community Health Centers effective July 1, 2021 – June 30, 2023.

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

On September 12, 2018 (Action item No. 18-30), the Commission approved funding to support the pilot of HealthySteps which included RUHS-CHC.

FUNDING FOR THIS PROJECT PERIOD

This contract reflects the final year of investments under the current Strategic Plan (2023–2026). During this period, RUHS-CHC will continue sustainability efforts by expanding Medi-Cal billing, increasing pediatric volume at participating clinics, and working with managed care partners to integrate the model into long-term care and payment strategies. Milestones reflect increased billing capabilities including pediatric volume targets and Medi-Cal alignment indicators. These advancements are reducing reliance on Prop 10 funds and positioning the HealthySteps model for long-term financial sustainability through integration with the Federally Qualified Health Center (FQHC) structure and managed care billing strategies.

RECOMMENDED ACTION

That the Commission:

1. Approve and ratify Contract No. CF25144 with RUHS-CHC for an amount not to exceed \$841,756 effective July 1, 2025 – June 30, 2026, and authorize the Executive Director or designee to sign the contract on behalf of the Commission, subject to County Counsel approval as to form; and
2. Authorize the Executive Director or designee, based on the availability of funding and as approved by County Counsel, to sign amendments that modify the Scope of Work and/or reporting requirements within the scope and intent of the original contract, without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation has been included in the approved FY 25/26 budget to support funding for this initiative (5257980-25800-938001-92945).

STRATEGIC PLAN RELEVANCE

Goal Area 2 - Comprehensive Health & Development (92945)

POTENTIAL CONFLICTS OF INTEREST

None

ATTACHMENTS

1. CF25144 A0-RUHSCH-HealthySteps

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

RCCFC AWARD: **CF25144**
 CONTRACTOR: **Riverside University Health System –
 Community Health Centers**
 CONTRACT TERM: **07/01/2025 – 06/30/2026**
 MAXIMUM REIMBURSABLE AMOUNT: **\$841,756**

Compensation: The CONTRACTOR designated above is hereby certified for an Investment of Funds in an amount not to exceed **EIGHT HUNDRED AND FORTY ONE THOUSAND SEVEN HUNDRED AND FIFTY SIX DOLLARS DOLLARS (\$841,756)** over the life of the Contract, as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the “COMMISSION” or “COUNTY”), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10 (CA Health and Safety Code § 130100- 130155), or other COMMISSION administered funds to provide services and results as set forth in Attachments A, B, C and D attached hereto as incorporated herein by reference.

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

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Tammi Graham Executive Director	Jennifer Cruikshank Chief Executive Officer and Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	26520 Cactus Avenue Moreno Valley, CA 92555
APPROVED AS TO FORM SIGNATURE:	
Kristine Bell-Valdez Supervising Deputy County Counsel	
Date Signed:	
ATTEST SIGNATURE:	
Lynn Stephens Executive Assistant IV	
Date Signed:	

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

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Terms and Conditions

1. NOTICES

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

COMMISSION:

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

CONTRACTOR:

Jennifer Cruikshank
Chief Executive Officer
26520 Cactus Avenue
Moreno Valley, CA 92555

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

2. SOURCE AND SCOPE OF CONTRACT

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

3. DEFINITIONS

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

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

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

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

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

Executive Director: The designated lead director of the Commission.

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

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

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

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

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

4. TERM

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

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

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

6. TERMINATION

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

1. Termination for cause:

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

- b. Due to Health and Safety Concerns of Clients.** The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract may also be immediately terminated at the sole discretion of the COMMISSION if the CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.
- c. Due to Non-Appropriation.** It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.
- d. Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.
- e. Without Cause.** COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

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

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

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

8. DATA MANAGEMENT

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

successfully increase and measure the impact of Proposition 10 in Riverside County. Where appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative processes. Specific areas may include but are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

- A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect the measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.
- B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.
- C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director.
- D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director, via the COMMISSION's Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director. All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.
- E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

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

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

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION's Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). CONTRACTOR will uphold monthly fiscal reporting responsibility even in the during staff changes or other challenges.

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

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

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

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

B. Program Reporting

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

C. Monthly Reporting

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

COMMISSION staff and adjusted within the data management system before the end of the Quarter following the change.

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

D. Quarterly and Annual Reporting

CONTRACTOR shall submit Program Progress Reports (PPR) which include quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in the SOW and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course corrections, client success stories, sustainability and public awareness/policy change activities for the quarter. CONTRACTOR is required by the COMMISSION to complete and submit Program Progress Reports electronically via the COMMISSION's data management system.

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

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

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

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

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

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

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

13. COMMISSION FISCAL REQUIREMENTS

A. Diversifying Funding Sources

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

B. Budget Revisions

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

The COMMISSION Executive Director, on behalf of the COMMISSION, has the authority to approve or deny the request, provided that the modification does not deviate from the original intent of the Contract or increase the total Contract amount. CONTRACTOR is limited to three (3) budget revisions, one for each of the first three (3) quarters of the fiscal year.

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

C. Amendments

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

D. Cost Allocation Plan

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

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

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

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

E. Overhead/Indirect Costs

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

F. Revenues Received

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

G. Payroll Taxes

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

H. Payor of Last Resort

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

In cases where a participant is qualified for benefits from another source (such as Medi-Cal, Healthy Families, federal or state-funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs

not covered will be allowable under this Contract. CONTRACTOR must provide written verification upon request.

14. CONTRACTOR AUDIT REQUIREMENTS

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

15. INVENTORIAL EQUIPMENT

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

16. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in-whole or

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

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

17. TOBACCO CONTROL POLICY

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

18. CONDUCT OF BUSINESS

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

- A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.
- B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.
- C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.
- D. CONTRACTOR shall notify the COMMISSION Executive Director verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.
- E. CONTRACTOR shall notify the COMMISSION Executive Director in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive

responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but is not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

- F. CONTRACTOR shall notify the COMMISSION Executive Director verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.
- G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.
- H. CONTRACTOR shall immediately notify the COMMISSION in writing with the intent to file or filing of any action of bankruptcy.
- I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.
- J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.
- K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

19. RECORDS MANAGEMENT AND MAINTENANCE

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

This requirement includes:
 - a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and
 - b. Submission of the Program Progress Report on a quarterly basis.
- D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

- E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).
- F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.
- G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

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

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

- A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of one (1) time per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.
- B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.
- C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.
- D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

- A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.
- B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this

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

- C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.
- D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

- A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.
- B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.
- C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:
 - 1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 - 2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and
 - 4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.
- D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.
- E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.
- F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

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

“Made possible by funding from First 5 Riverside County”

“Funded by First 5 Riverside County”

“Funded by First 5 Riverside County - the Riverside County Children & Families Commission”

“Hecho posible por medio de fondos de Primeros 5 Riverside County”

“Financiado por Primeros 5 Riverside County”

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

“Funded in part by First 5 Riverside County”

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

“Made possible by funding from First 5 Riverside County”

“Financiado parcialmente por Primeros 5 Riverside County”

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

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

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

- E. The COMMISSION's Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

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

26. WORK PRODUCT

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

27. NON-DISCRIMINATION

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

28. CHILD ABUSE REPORTING

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

- A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

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

29. DEPARTMENT OF JUSTICE CLEARANCE

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

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

30. ADULT AND ELDER ABUSE REPORTING

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

31. INDEPENDENT CONTRACTOR

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

32. HOLD HARMLESS/INDEMNIFICATION

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

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

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

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

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

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

33. INSURANCE

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

Workers' Compensation:

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

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross-liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insureds. Policy limit of liability shall not be less than two million dollars (\$2,000,000) per occurrence combined single limit. If such insurance contains a general

aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

Vehicle Liability:

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

Professional Liability Insurance:

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

General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY'S Risk Manager waives a requirement or a particular insurer, such waiver is only valid for that specific insurer and only for one (1) policy term.
2. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds five hundred thousand dollars (\$500,000) per occurrence such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the COUNTY and at the election of the County's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention with respect to this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and/or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) working days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR's insurance carrier(s) policies does not meet the minimum notice of requirement found herein, CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish a thirty (30) day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration or reduction in coverage, this Contract shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsement and if requested, certified original policies of insurance including all endorsements and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
5. It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
6. If during the term of this Contract or any extension thereof there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the SOW; or this Contract, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverage currently required herein, if in the COUNTY Risk Manager's reasonable judgment the amount or type of insurance carried by the CONTRACTOR has become inadequate.
7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
8. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. CONTRACTOR agrees to immediately notify COUNTY in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

Adjustment and/or Waiver of Requirements:

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

34. ASSIGNMENT

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

35. ALTERATION AND/OR AMENDMENT

No alteration, amendment, or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto. Oral understandings of Contract not incorporated herein shall not be binding on any of the parties hereto. As provided herein, the COMMISSION Executive Director, acting on behalf of the COMMISSION, may alter or revise this Contract on behalf of the COMMISSION. Material alterations and/or amendments, as determined by the COMMISSION Executive Director in consultation with County legal counsel, will require formal approval of the COMMISSION. Except as provided herein, the parties expressly recognized that individual

COMMISSION members, COMMISSION Advisory Committee members, or staff to the COMMISSION is without authorization to either change or waive any material requirements of this Contract without formal action of the COMMISSION.

36. CONFLICT OF INTEREST

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

37. WAIVER AND SEVERABILITY

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

38. DISALLOWANCE

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

39. OFFICIAL DOCUMENTS

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

40. ENTIRE CONTRACT

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

41. NONEXCLUSIVE CONTRACT

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

42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT

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

43. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State, and Federal law now in force or which may hereafter be in force with regard to this Contract. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action against

CONTRACTOR, whether the COMMISSION be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and the COMMISSION.

44. CONFLICTS IN INTERPRETATION

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

45. COUNTERPARTS

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

ATTACHMENT A: SCOPE OF WORK

Contractor: Riverside University Health System - Community Health Centers

Program: HealthySteps

Contract #: CF25144

Term: 07/01/2025 – 06/30/2026

Program Overview:

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

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

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

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

Major aspects of HS include:

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

HealthySteps Specialist

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

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

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

CONTRACTOR will perform screening and assessments of the following types:

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

TABLE 1: SCREENING AND ASSESSMENT SCHEDULE

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

* HealthySteps Family Needs Questionnaire

** Developmental Surveillance for 36-month screening

Sustainability

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

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

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

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

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

Expansion

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

Sustainability Milestones

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

Months 1-6:

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

Months 7-12:

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

Zero to Three National Office (ZTT) Annual Report

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

Cross Systems Integration - Opportunities

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

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

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

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

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

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

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

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

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SOW Details:

(CONTRACTOR) will continue to provide the HealthySteps (HS) program.

Major Objectives	Major Functions, Tasks, and Activities	Performance Measures and/or Deliverables	Targets
<p>Enhanced Well Child Care, Referrals, and Linkages</p>	<p>To provide Enhanced Well Child Care that will work in tandem with Physician Champion, CONTRACTOR will employ: 5.0 (FTE) HealthySteps Specialists (HSS), 0.5 (FTE) Program Manager, and 1.0 (FTE) Support Staff</p> <p>This team will provide:</p> <ul style="list-style-type: none"> Tailored guidance and referrals, On-demand support between visits, and Care coordination and home visits when needed. <p>All children and caregivers receive</p> <p>Tier 1 services</p> <ul style="list-style-type: none"> Child developmental, social-emotional & behavioral screening Screening for family needs (maternal depression, other risk factors, social determinants of health) Child Development support line (phone, text, email, online) <p>Tier 2 services for mild concerns include the addition of the following short-term <u>supports</u>:</p> <ul style="list-style-type: none"> Child development & behavior consults Care coordination/case management & systems navigation Positive parenting guidance & information <p>Tier 3 services for the most at-risk families include the addition of the following comprehensive services:</p> <ul style="list-style-type: none"> Ongoing, preventative team-based well-child visits at the clinic or via home visitation. 	<p>CONTRACTOR will engage the eight (8) core components of the evidence-based HS model:</p> <ol style="list-style-type: none"> Child development, social-emotional & behavioral screening Screening for family needs (i.e., maternal depression, other risk factors, social determinants of health) Child development support line with responses within a maximum of 3 days (e.g., phone, text, email, online portal) Child developmental & behavioral consults Care coordination & systems navigation Positive parenting guidance & information Early learning resources On-going preventative team-based well-child visits 	<p>CONTRACTOR will submit aggregate client data for each of the targets below. Data will be submitted monthly/quarterly as indicated by the 20th of the following month. This due date may be modified by F5RC for any given month.</p> <ol style="list-style-type: none"> CONTRACTOR will document the number of Tier 1 children aged 0-3 in the practice. (Report monthly) CONTRACTOR will document of the number of Tier 1 children (children who turned 28 months during the reporting period) who received at least one autism screening in the year prior to turning 28 months (i.e., received an autism screening at their 18- or 24-month well-child visit) (Report quarterly) CONTRACTOR will document the number of Tier 1 children whose mothers had at least one completed maternal depression screen at least once by their child's 6-month birthday. (Report quarterly) CONTRACTOR will document the number of Tier 1 children aged 0-3 with at least one family member screened for each of the following key needs listed (Food insecurity, housing stability or homelessness, utility needs, transportation needs, interpersonal safety, substance misuse, tobacco use). (Report quarterly) CONTRACTOR will document the number of children 0-3 who received Tier 2 services. (Report monthly) CONTRACTOR will document the number of children/family dyads referred to Help Me Grow for connection to community agencies/resources. (Report monthly) CONTRACTOR will serve 800 children aged 0-3 using the HealthySteps approach with Tier 3 services, on an annual basis. (Report monthly) CONTRACTOR will document the number of mothers with children 0-3 receiving Tier 3 services. (Report monthly) CONTRACTOR will document the number of children receiving Tier 3 services whose primary caregiver received a referral for Early interventions services (e.g., speech, OT, PT, audiology, Autism), Early care & education (e.g., childcare, Early HeadStart, preschool, etc.), Child mental health (including parent/child dyadic treatments) (Report quarterly) CONTRACTOR will document the number of children 0-3 receiving Tier 3 services who are referred to early intervention services and had a referral status updated within 45 days of

Major Objectives	Major Functions, Tasks, and Activities	Performance Measures and/or Deliverables	Targets
			referral. (Report quarterly) 11. CONTRACTOR will document the number of mothers with children 0-3 receiving Tier 3 services who received a referral for maternal depression services. (Report quarterly) 12. CONTRACTOR will document the Percentage of children receiving Tier 3 services who receive six or more WCVs during the first 15 months of life. (Report Annually) 13. CONTRACTOR will document the percentage of children receiving Tier 3 services who were referred to early intervention services and who attended an initial appointment within 90 days of the referral. (Report annually) 14. CONTRACTOR will document the percentage of mothers with children receiving Tier 3 services who were referred to services for maternal depression and received services within 90 days of the referral. (Report Annually)

Major Objectives	Major Functions, Tasks, and Activities	Performance Measures and/or Deliverables	Targets
<p><u>Long-term Sustainability/ Public Awareness / Policy Change Agency will develop a long-term sustainability plan outlining how the program will be maintained after First 5 Riverside funding ends. Agency will initiate policy changes which enable stakeholder buy-in and cultural shifts at the community, family, and parent/caregiver levels.</u></p>	<ul style="list-style-type: none"> ● Maintain partnerships to leverage funding from other sources and continue the program beyond the funding cycle. ● Promote HealthySteps at Community Forums, Joint Operational Meetings, and channel through the Family Resource Centers. ● Collaborate with Health Management Associates (HMA), the Zero to Three National Office, and Inland Empire Health Plan (IEHP) on expansion and sustainability strategies. ● Participate in HealthySteps Learning Collaborative series presented by Health Management Associates in partnership with First 5 Riverside County focusing on long term sustainability planning and billing opportunities in connection with IEHP engagement. ● Engage in 6-month assessment of funding levels based on long term sustainability plan to reduce cost of contract. ● Policies will be reviewed and 	Improve family functioning and improve lives of children and families in Riverside County.	Report and demonstrate long-term sustainability, public awareness, and policy change activities in the Performance Narrative quarterly reports. For existing sites and upon implementation of new sites, reporting milestones include: <u>Months 1-6:</u> Develop a plan with health plan partners and First 5 to leverage billing opportunities available through Medi-Cal to support the program. The plan shall include a report on what percentage of the HS program is covered by Medi-Cal, what codes are being used and forecast recovery revenue for the remainder of the contracting period. <u>Months 7-12:</u> Provide documentation demonstrating an increased percentage of HealthySteps visits covered by Medi-Cal from the previous 6-month period.

	<p>shall be inclusive of the HealthySteps program; develop referral procedures for providers and families to access the service.</p> <p>Work with Medi-Cal health plans and First 5 to ensure understanding of and leverage billing opportunities available through Medi-Cal to support the program such as Enhanced Care Management, Dyadic Care, Community Health Workers.</p> <ul style="list-style-type: none">● As HealthySteps evolves, RUHS-CHC is identified as a critical partner in this systems approach and will participate in stakeholder convenings.		
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ATTACHMENT B: BUDGET

Budget Start Date: 07/01/2025

Budget End Date: 06/30/2026

Total Amount: \$841,756

FISCAL YEAR 2025-2026		
Category	Description	Amount
Personnel Expenses	Salaries	\$640,399
Benefit Expenses	Benefits	\$368,800
Operational Expenses	Professional Services IT Cost	\$30,000
Operational Expenses	Mileage	\$2,557
Total Revenue Received from Other...	Revenue	(\$200,000)
SUBTOTAL:		\$841,756
TOTAL CONTRACT BUDGET		\$841,756

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **EIGHT HUNDRED AND FORTY ONE THOUSAND SEVEN HUNDRED AND FIFTY SIX DOLLARS DOLLARS (\$841,756)** for the duration of the Contract period as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

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

1. Method, Time, and Schedule Conditions of Payment

- a. The COMMISSION will disburse funds on a reimbursement payment process based on the Contract Budget (Attachment "B") amount for the applicable fiscal year and **Monthly** report submissions. Payment will be rendered fifteen (15) business days from submission of all required documentation.
- b. Disbursement of any payment of funds to CONTRACTOR shall be made so long as all of the following conditions have been met:
 1. The Contract has been approved by the COMMISSION;
 2. The Contract has been fully executed by all parties;
 3. All applicable licenses to comply with the terms of the SOW are current and valid; and
 4. The CONTRACTOR submits monthly itemized invoices, via the data management system to include the supporting documentation separated by a cover sheet in front of each expense category. Documentation shall include payroll register or report, time & activity report and/or, timesheets, statement of costs, copy of invoice or receipt, mileage report(s), copy of check(s) or proof of payment; and
 5. COMMISSION staff has reviewed and approved Cost Allocation Plan (if applicable).
- c. Under special circumstances, CONTRACTOR may request advance disbursements. A supplemental disbursement request along with justification must be submitted, in writing, to the Executive Director.
- d. The COMMISSION Executive Director reserves the right to withhold or reduce disbursement of funds if CONTRACTOR fails to 1) comply with monthly and/or quarterly reports by the indicated due date as set forth in Section 11 of the Contract; 2) if results achieved are not as projected and no COMMISSION approved plan is in place for improvement; or 3) if the CONTRACTOR is not in compliance with any provision contained within this Contract.
- e. The final funding period amount approved for the applicable fiscal year will be paid based on final expenditures as of June 30th, and reported as of the final deadline to submit program expenditures defined in Section 11. Fiscal and Program Reporting Requirements, A. Fiscal Reporting. Expenditures made after June 30th will not be accepted.

2. Allowable Costs

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

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

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

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

ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY

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

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

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

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

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

ATTACHMENT E: BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the 'Addendum') supplements and is made part of (Contract CF25144 'Contract') between the RCCFC and Riverside University Health System - Community Health Centers ('CONTRACTOR') and shall be effective as of the date the Contract is approved by both Parties (the 'Effective Date').

RECITALS

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

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

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

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

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

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

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

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

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

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

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

(2) Breach excludes:

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

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

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

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

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

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

3. Prohibited Uses and Disclosures.

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

4. Obligations of the RCCFC.

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

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

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

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

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

9. Hold Harmless/Indemnification.

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

Termination.

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

11. General Provisions.

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

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

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

ATTACHMENT F: USE OF DATA AND CONFIDENTIALITY

This Data and Confidentiality Agreement (the 'Addendum') supplements and is made part of Contract **CF25144** (the 'Contract') between the Riverside County Children and Families First Commission, as a department of the County of Riverside ("COMMISSION") COMMISSION and Riverside University Health System - Community Health Centers (the 'CONTRACTOR') and shall be effective as of 07/01/2025 (the 'Effective Date').

RECITALS

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

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

1. USE OF DATA

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

2. CONFIDENTIALITY

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

- disclosed such confidential information pertaining to any applicant or recipient of services unless authorized by law. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence. CONTRACTOR shall comply with Welfare and Institutions Code Section 10850 and Health and Safety Code § 130140.1(e)(1).
- B. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification, or destruction.
 - C. CONTRACTOR shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.
 - D. CONTRACTOR may disclose the confidential information disclosed to it pursuant to Contract XXX to any person, agency, or entity that receives funding from the county COMMISSION, by way of grant award, or contract or as a service provider for the provision of early childhood services, and only to the extent necessary to the provision of services, unless further disclosure is authorized by a written consent of the parent or legal guardian, or where disclosure is required by state or federal law.

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

F.4. **25-29:** Approve Contract with Imagine Los Angeles, Inc. for Benefit Navigator Pilot from July 9, 2025 – June 30, 2026 (**CONTRACT NO. CF25145**) [**\$144,650 PROP 10 FUNDS**]



AGENDA ITEM: 25-29
DATE OF MEETING: July 9, 2025
ACTION:
INFORMATION:

**APPROVE CONTRACT WITH IMAGINE LOS ANGELES, INC.
FOR BENEFIT NAVIGATOR PILOT
FROM JULY 9, 2025 – JUNE 30, 2026
(CONTRACT NO. CF25145)
[\$144,650 – PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve a sole source Contract No. CF25145 with Imagine Los Angeles, Inc. (Imagine LA) in an amount not to exceed \$144,650, effective July 9, 2025, through June 30, 2026, to implement a Benefit Navigator Pilot. The pilot will support implementation, training, data review, and evaluation activities, with anticipated participation from the Department of Public Social Services (DPSS) Self-Sufficiency, DPSS Children’s Services, and the Riverside County Office of Education (RCOE). Staff also request delegated authority to execute Memoranda of Understanding (MOUs) or contracts with participating public agencies, consistent with the pilot’s objectives.

BACKGROUND

The Benefit Navigator is a digital tool designed to screen for eligibility across multiple public benefits and refundable tax credits. It helps staff support families by identifying resources they may qualify for, generating easy-to-understand summaries, and reducing the barriers to accessing programs such as CalFresh, Medi-Cal, WIC, child care subsidies, and tax credits.

The Navigator has been piloted in over 50 Social Services agencies in Los Angeles County. In those sites, clients served were found to qualify for an average of \$10,869 in additional benefits and tax credits. First 5 Riverside County has been selected as a new pilot partner to test integration of the tool into FRC settings, prioritizing sites where F5RC, DPSS Self-Sufficiency, and RCOE are co-located. Pending outcomes from this pilot,

future phases are anticipated to expand to additional home visiting agencies and partner networks to support broader countywide access.

Imagine LA will lead implementation and training, coordinate technical assistance, and support ongoing monitoring and shared learning throughout the pilot. While they will not conduct a formal outcome evaluation due to the absence of personally identifiable information (PII) and comparison data, they will facilitate cross-site feedback loops and surface implementation insights to inform potential system-level improvements. This pilot aligns with F5RC's goals to streamline family access to services, support frontline navigation efforts, and inform potential system-level improvements.

The Benefit Navigator is a cloud-based platform (Software-as-a-Service model) used by trained "users" across organizations. These users do not need to be benefits experts—they are equipped with a streamlined tool to assess benefit eligibility, create individualized summaries, and support clients in navigating public benefit systems. The platform is updated regularly to reflect policy changes and is designed for rapid user onboarding, integration with local workflows, and eventual expansion into AI-powered features such as application automation and real-time status tracking.

RECOMMENDED ACTION

That the Commission:

1. Approve a sole source Contract No. CF25145 with Imagine LA for an amount not to exceed \$144,650, effective July 9, 2025 – June 30, 2026, to implement the Benefit Navigator in substantially the same form as the draft Contract No. CF25145 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 or designee to execute MOUs or contracts with DPSS Self-Sufficiency, DPSS Children's Services, and RCOE for participation in the pilot as trained users and feedback providers to inform implementation, on behalf of the Commission, subject to County Counsel approval as to form; and
3. Authorize the Executive Director or designee to negotiate and execute a Memorandum of Understanding (MOU) with Nava Labs and Imagine LA to participate in an exploratory Agentic AI planning and design demonstration as referenced in Exhibit A0. Participation will be non-binding, limited to planning and alignment activities, and will not require any financial investment from First 5 Riverside County; and

4. 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. CF25145, on behalf of the Commission, including modifications of the statement of work that stay within the intent of said contract, and if necessary, including a no-cost extension of the project period, without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation has been included in the approved FY 25/26 budget to support funding for this initiative (525440-25800-938001-92945).

STRATEGIC PLAN RELEVANCE

Goal Area 2 – Comprehensive Health and Development

POTENTIAL CONFLICTS OF INTEREST

None known.

ATTACHMENTS

1. CF25145 Imagine LA Benefit Navigator
2. Sole Source Justification

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. CF25145
Riverside County Children and Families Commission
and
Imagine Los Angeles, 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 (hereinafter the “COMMISSION” or “COUNTY”) and Imagine Los Angeles, Inc (“CONTRACTOR”). The parties hereto mutually agree as provided herein, including Attachments attached hereto and incorporated herein by reference.

1. **PROJECT:** CONTRACTOR shall perform services for the COMMISSION as stated in Attachments A and B and incorporated into this contract. CONTRACTOR shall perform these services in a complete, skillful and professional manner. CONTRACTOR shall not provide any services which shall cause COMMISSION to incur additional costs beyond those stated in this Contract without the proper advance written consent of COMMISSION.
2. **TIME FOR PERFORMANCE:** The project shall begin on **07/09/2025** and shall be completed on or **before 06/30/2026**, or at such other time as is mutually agreed upon in writing by COMMISSION and CONTRACTOR as provided herein.
3. **COMPENSATION:** The total amount of compensation to be paid to CONTRACTOR for the services to be provided pursuant to this contract (including any and all costs incurred by CONTRACTOR) shall not exceed **ONE HUNDRED FORTY-FOUR SIX HUNDRED FIFTY THOUSAND (\$144,650)** for this contract.
4. **TERMINATION:** This contract may be terminated by CONTRACTOR or COMMISSION, for no cause, with a thirty (30) days written notice to the other party, as provided herein. In addition, it is mutually agreed and understood that the obligation of COMMISSION is limited and contingent upon the availability of Proposition 10 funds for payment to CONTRACTOR; and that this contract may be immediately terminated by COMMISSION if funds are no longer available. In the event COMMISSION abandons or postpones the project, or terminates the project for lack of funds, then COMMISSION shall make payment for all services provided by CONTRACTOR to the date of written notice of termination.
5. **LICENSES: COMPLIANCE WITH LAWS:** CONTRACTOR, including its employees and agents, shall maintain all licenses required by law or regulation while performing services under this contract. CONTRACTOR shall at all times comply with all laws and regulations applicable to the services provided pursuant to this contract.
6. **CONFIDENTIALITY:** CONTRACTOR shall maintain the confidentiality of information, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any individual person and which shall be used only for carrying out the obligation of CONTRACTOR under this contract. CONTRACTOR shall not disclose any information, except as specifically permitted by this contract. CONTRACTOR shall observe all Federal, State, County and COMMISSION regulations concerning confidentiality of records.
7. **CONFLICT OF INTEREST:** The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
8. **WORK PRODUCT:** All reports, preliminary findings or data assembled or compiled by CONTRACTOR under this Contract shall become the property of COMMISSION. COMMISSION reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without prior, written authorization from the COMMISSION.
9. **ADMINISTRATION:** The Executive Director of COMMISSION (or designee) shall administer this contract on behalf of COMMISSION.

10. **RECORDS AND REPORTS:** Contractor shall maintain accurate and complete financial and performance records for a minimum of two (2) years from the date of final payment under this contract, or until any relative County, State, and/or Federal audits of which Contractor is made aware of are completed, whichever is later, and shall maintain such records locally, to be made available for inspection by Contractor upon reasonable request.
11. **INSURANCE:** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Contract. As respects to the insurance section only, the COUNTY herein refers to the COUNTY, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of 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 COUNTY OF RIVERSIDE as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

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

D. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- 3) CONTRACTOR shall furnish the COUNTY with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
 - 4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
 - 5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Contract, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
 - 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
 - 7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
 - 8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.
12. **INDEPENDENT CONTRACTOR:** CONTRACTOR and its employees and agents shall act at all times in an independent capacity with regard to performance of services rendered pursuant to this contract; and CONTRACTOR shall not act as, shall not be, and shall not in any manner be construed to be, agents, officers or employees of COMMISSION and/or of the COUNTY. There shall be no employer-employee relationship between COMMISSION and CONTRACTOR, or between the COUNTY and CONTRACTOR; and CONTRACTOR and its employees and agents shall not be entitled to any benefits payable to the COMMISSION employees. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR's behalf and for CONTRACTOR's employees, including but not limited to all federal and state income taxes and withholdings. COMMISSION shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify COMMISSION, and/or COUNTY against any and all claims that may be made against COMMISSION, and/or COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this contract; and CONTRACTOR shall indemnify COMMISSION for any and all federal or state withholding or retirement payments which COMMISSION may be required to make pursuant to federal or state law.

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

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

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

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

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

- A. Where CONTRACTOR is a public entity, as defined by applicable law, the COMMISSION and CONTRACTOR, to the extent that liability may be imposed on the COMMISSION by the provisions of Government Code Section 895.2, shall be liable for their own acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either the COMMISSION or CONTRACTOR, their employees or representatives, performance or omission of any act or responsibility of either party under this Contract. In the event that a claim is made against both the COMMISSION and CONTRACTOR, both parties shall cooperate in the defense of said claim and to cause their insurers to do likewise.
- B. CONTRACTOR agrees to indemnify the COMMISSION for all federal/state withholding or state retirement payments, which the COMMISSION may be required to make by the federal or state government as a result of this Contract. If for any reason, CONTRACTOR is determined not to be an independent contractor to the COMMISSION in carrying out the terms of the Contract, such indemnification shall be paid in full to the COMMISSION upon sixty (60) calendar days written notice to CONTRACTOR if a federal and/or state determination is made that such payment is required.
14. **NONDISCRIMINATION**: The CONTRACTOR shall not discriminate in the provision of its services, recruiting, hiring, promotion, demotion or termination practices on the basis of ethnic group identification, race, religious creed, color, ancestry, national origin, sexual preference, sex, marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action.
15. **NOTICES**: All correspondence and notices required or produced by this contract shall be delivered to the respective parties at the addresses set forth below, and are deemed submitted one (1) day after their deposit in the United States mail, postage prepaid:

COMMISSION:

Tammi Graham
Executive Director
First 5 Riverside County
585 Technology Court
Riverside, CA 92507
or to such other address as may be designated by the respective parties.

CONTRACTOR:

Jill Bauman
President & CEO
Imagine Los Angeles, Inc.
947 South Windsor Boulevard
Los Angeles, CA 90019
or to such other address as may be designated by the respective parties.

16. **GOVERNING LAW AND VENUE:** This contract is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the COUNTY, State of California. Should action be brought to enforce or interpret the provisions of this contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted. The provisions of the Government Claims Act (Government Code section 900, et seq.) must be followed first for any disputes under this contract.
17. **ASSIGNMENT:** Neither this contract nor any part thereof shall be assigned by CONTRACTOR without the prior written consent of COMMISSION.
18. **WAIVER:** Any waiver by COMMISSION of any one or more of the terms of this contract shall not be construed to be a waiver of any subsequent breach of the same or of any other term of this contract.
19. **ALTERATION AND/OR AMENDMENT:** No alteration or variation in the terms of this contract shall be valid unless made in writing and signed by both parties; and no oral understanding or Contract not incorporated herein by specific reference shall be binding on the parties. The terms contained in this contract shall represent the entire contract between the parties with respect to the services to be provided by CONTRACTOR.
20. **SEVERABILITY:** In the event any provision in this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
21. **DISALLOWANCE:** In the event CONTRACTOR receives payment for services under this contract which are later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to COMMISSION upon written request. COMMISSION retains the option to offset the amount disallowed from any payment due to CONTRACTOR under this contract, or under any other contract or agreement between CONTRACTOR and COMMISSION.
22. **CERTIFICATION OF AUTHORITY TO EXECUTE CONTRACT:** CONTRACTOR certifies that the individual signing below has authority to execute this contract on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this contract, including Attachments A and B.
23. **COUNTERPARTS:** This Contract may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Contract agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Contract. The parties further agree that the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

Signature Page Follows

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

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Tammi Graham Executive Director	Jill Bauman President & CEO and Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	947 South Windsor Boulevard Los Angeles, CA 90019
APPROVED AS TO FORM SIGNATURE:	
Kristine Bell-Valdez Supervising Deputy County Counsel	
Date Signed:	
ATTEST SIGNATURE:	
Lynn M. Stephens Executive Assistant IV	
Date Signed:	

ATTACHMENT A: SCOPE OF SERVICE

Contractor: Imagine Los Angeles, Inc
Program: CHD Consulting
Contract #: CF25145
Term: 07/09/2025 – 06/30/2026

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

Program Overview:

To implement a one-year pilot of the Benefit Navigator platform in Riverside County, supporting improved access to public benefits and refundable tax credits for families served by First 5 Riverside County (F5RC), the Department of Public Social Services (DPSS), and the Riverside County Office of Education (RCOE). The pilot will test the feasibility, utility, and potential scalability of the Benefit Navigator tool within co-located Family Resource Center (FRC) and partner agency settings.

Scope of Work Details:

I. Pilot Implementation and Technical Assistance

Imagine Los Angeles, Inc (Imagine LA) shall provide onboarding, training, technical assistance, and capacity-building support to implement the Benefit Navigator platform. Scope includes:

- Coordinating a five-month pilot cohort launch cycle, including:
 - **Month 1:** Prep and Tech Onboarding
 - **Month 2:** Training sessions (virtual and/or in-person)
 - **Months 2–4:** Active use of Benefit Navigator by cohort users
 - **Month 4–5:** User feedback surveys and facilitated feedback sessions
 - **Month 5:** Summary reporting
 - **Month 5 and beyond:** Continued user access and dashboard engagement
- Supporting account setup and administration for up to **75 users** across eligible agencies, including:
 - Master contract setup for Riverside County
 - Department-specific training and benchmark setting
 - User account creation and integration into master dashboards
- Providing access to standard product features, including:
 - On-demand customer support
 - Annual re-training (up to 25% of users)
 - Standard usage dashboards
 - Access to benefit education library
 - Participation in user forums and product enhancement updates

II. Capacity Building and Customization

Imagine LA shall provide strategic design and customization support to align the Benefit Navigator platform with Riverside County systems and family-serving workflows. This includes:

- Facilitating customization/localization of the platform to support F5RC and partner agencies with executed MOUs
- Supporting alignment with cross-agency navigation workflows and family engagement strategies
- Advising on policy-informed opportunities to expand future integrations (e.g., referrals, dashboards, screening processes)

III. Exploratory AI Planning (Non-Binding)

The Contractor shall collaborate with F5RC, Imagine LA and Nava Labs on an exploratory planning effort for a potential AI demonstration project to enhance the Navigator's capabilities. This work is strictly non-binding under this agreement and shall include:

- Strategic coordination and early-stage design for an Agentic AI demonstration use case
- Participation in stakeholder and technical planning sessions
- Identification of legal/data considerations for future MOU development

No implementation or data system changes related to AI will be executed under this agreement. The County may choose to pursue a separate MOU for the demonstration in alignment with grant-funded partner support.

Deliverables

1. Implementation launch plan and cohort calendar
2. Customized training and onboarding for up to 75 users
3. Monthly user engagement reports and feedback
4. Pilot cohort report summarizing usage patterns and insights
5. Dashboard access and standard user support
6. Strategic planning sessions for AI demonstration (non-binding)

ATTACHMENT B: PAYMENT PROVISIONS

CONTRACTOR shall be compensated for services rendered pursuant to this contract as follows. Total payments shall not exceed **ONE HUNDRED FORTY-FOUR THOUSAND SIX HUNDRED FIFTY (\$144,650)** for this contract.

- A. **Fee:** COMMISSION shall reimburse CONTRACTOR, upon submission by CONTRACTOR, of an acceptable invoice for actual expenses incurred under the terms of this contract. Payment shall be due to CONTRACTOR within thirty (30) days of COMMISSION's receipt of the invoice.
1. Payment shall be made in accordance with satisfactory completion of the Milestones below and upon receipt of an acceptable invoice to include:
 - a. CONTRACTOR's name,
 - b. CONTRACTOR's address,
 - c. Contract number,
 - d. Assigned invoice number,
 - e. Supporting documents (if applicable), and
 - f. Payment amount due.
- B. Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a Monthly basis with input and submission completed by the 20th calendar day of the month following Contract performance. Fiscal expenditures occurring in the 4th quarter (April, May and June) may be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or 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.

ATTACHMENT C: BUDGET

FISCAL YEAR 2025-2026		
Category	Description	Amount
Operational Expenses	Onboarding (up to 75 users)	\$37,500
	Annual Subscription	\$67,500
Operational Expenses	Capacity Building & Customization for system integration and AI Alignment	\$39,650
SUBTOTAL:		\$144,650



Date: June 16, 2025

From: Yolanda Bernal, Contract & Grants Analyst

To: Charna Widby, Assistant Director

Via: Yolanda Bernal, Contracts and Grants Analyst

Subject: Imagine Los Angeles, Inc (Imagine LA) Benefit Navigator

The below information is provided in support of my department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

1. **Supplier being requested:** Imagine Los Angeles, Inc. (Imagine LA)

2. **Vendor ID:** 0000270629

3. **Single Source** **Sole Source**

(*Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available*)

(*Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements*)

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** (*If yes, please provide the approved sole or single source number*).

Yes **No**

SSJ# _____

4a. **Was the request approved for a different project?**

Yes **No**

5. **Supply/Service being requested:**

First 5 Riverside County is requesting to contract with Imagine LA to provide the Benefit Navigator pilot. The pilot will support implementation, training, data review, and evaluation activities, with anticipated participation from Department of Public Social Services (DPSS) Self-Sufficiency and the Riverside County Office of Education (RCOE). Staff also request delegated authority to execute Memoranda of Understanding (MOUs) with participating public agencies, consistent with the pilot's objectives.



6. Unique features of the supply/service being requested from this supplier.

The Benefit Navigator is a digital tool designed to screen for eligibility across multiple public benefits and refundable tax credits. It helps staff support families by identifying resources they may qualify for, generating easy-to-understand summaries, and reducing the barriers to accessing programs such as CalFresh, Medi-Cal, WIC, child care subsidies, and tax credits.

The Navigator has been piloted with over 50 Social Services agencies in Los Angeles County. In those sites, clients served were found to qualify for an average of \$10,869 in additional benefits and tax credits. First 5 Riverside County has been selected as a new pilot partner to test integration of the tool into FRC settings—prioritizing sites F5RC, DPSS Self-Sufficiency, and RCOE are co-located. Pending outcomes from this pilot, future phases are anticipated to expand to additional home visiting agencies and partner networks to support broader countywide access.

Imagine LA, will lead implementation and training, coordinate technical assistance, and support ongoing monitoring and shared learning throughout the pilot. While they will not conduct formal outcome evaluation due to the absence of PII and comparison data, they will facilitate cross-site feedback loops and surface implementation insights to inform potential system-level improvements. This pilot aligns with F5RC’s goals to streamline family access to services, support frontline navigation efforts, and inform potential system-level improvements.

The Benefits Navigator is a cloud-based platform (Software as a Service model) used by trained “users” across organizations. These users do not need to be benefits experts—they are equipped with a streamlined tool to assess benefit eligibility, create individualized summaries, and support clients in navigating public benefit systems. The platform is updated regularly to reflect policy changes, and is designed for rapid user onboarding, integration with local workflows, and eventual expansion into AI-powered features such as application automation and real-time status tracking.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

First 5 Riverside County requires the unique features offered by the vendor—specifically the use of a **Benefit Navigator**—to effectively support clients in our Family Resource Centers (FRCs).

The features are essential to personalize support and access to a wide range of public benefits, services and tax credits. The use of the Benefit Navigator tool in our FRCs, clients can be guided through multiple applications and streamline access to services.

8. Period of Performance: From: 7/9/2025 to 6/30/2026
(total number of years)

Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: 1 No Yes



585 Technology Court | Riverside, CA 92507
www.First5Riverside.org

(A fixed- term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

- 9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent’s authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)**

FISCAL YEAR 2025-2026				
Category	Description	Unit Quantity	Unit Cost	Amount
Operational Expenses	Onboarding (up to 75 users)	N/A	N/A	\$37,500
	Annual Subscription	N/A	N/A	\$67,500
Operational Expenses	Capacity Building & Customization for AI alignment	N/A	N/A	\$26,500
Operational Expenses	Indirect (10%)	N/A	N/A	\$13,150
SUBTOTAL:				\$144,650

Price Reasonableness:

No alternative resource currently meets the specific needs for this service. The Benefits Navigator System is a comprehensive, technology-enabled solution designed to connect individuals and families with available benefits, social services, and supportive programs. It will be deployed across the Family Resource Centers at a cost of \$500 per user.

Lyssn is a different system with a per user cost of \$499. Lyssn utilizes AI and machine learning to record, transcribe and provide real time feedback in a training scenario based on typical interactions with clients.

- 10. Projected Board of Supervisor Date (if applicable):** N/A
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

Charna Widby

Department Head Signature (or designee)	Print Name	Date

F.5. **25-30**: Approve Contract with Health Management Associates, Inc. for Technical Assistance from July 9, 2025 – June 30, 2026 (**CONTRACT NO. CF25143**)
[\$150,000 - PROP 10 FUNDS]



AGENDA ITEM: 25-30
DATE OF MEETING: July 9, 2025
ACTION:
INFORMATION:

**APPROVE CONTRACT WITH
HEALTH MANAGEMENT ASSOCIATES, INC. FOR TECHNICAL ASSISTANCE
FROM JULY 9, 2025 – JUNE 30, 2026
(CONTRACT NO. CF25143) [\$150,000 – PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve Contract No. CF25143 with Health Management Associates, Inc. for an amount not to exceed \$150,000, effective July 9, 2025 – June 30, 2026, for technical assistance related to Home Visiting Coordination, Managed Care Plan Partnerships, and Strategic Plan Support.

BACKGROUND

First 5 Riverside County has partnered with Health Management Associates (HMA) since FY 2021 to provide technical assistance focused on pediatric health and home visiting system infrastructure. Initial work supported the development and implementation of the HealthySteps model, with a focus on integrating behavioral health into pediatric primary care and aligning with Medi-Cal reimbursement opportunities.

On May 10, 2023 (Action Item 23-24), the Commission approved Contract No. CF24108 with HMA to expand support as subject matter experts across multiple investments and to guide sustainability planning.

The proposed FY25/26 contract continues this trajectory, with a refined scope that strengthens home visiting coordination, enhances Managed Care Plan partnerships, and supports alignment with the upcoming strategic plan efforts. This work reflects the Department's shift toward long-term system sustainability, strategic integration, and expanded cross-sector impact.

RECOMMENDED ACTION

That the Commission:

1. Approve Contract No. CF25143 with Health Management Associates, Inc., for an amount not to exceed \$150,000 effective July 9, 2025 – June 30, 2026, 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 or designee, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments that exercise the options of Contract No. CF25143, on behalf of the Commission, including modifications of the Scope of Work that stay within the intent of said contract without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation has been included in the approved FY 25/26 budget to support funding for this initiative (525440-25800-938001-92945).

STRATEGIC PLAN RELEVANCE

Priority Area 1: Children and Families

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

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

POTENTIAL CONFLICTS OF INTEREST

None Known.

ATTACHMENTS

1. CF25143 A0-HMAI-CHDCN

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. CF25143
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 (hereinafter the "COMMISSION" or "COUNTY") and Health Management Associates, Inc. ("CONTRACTOR"). The parties hereto mutually agree as provided herein, including Attachments attached hereto and incorporated herein by reference.

1. **PROJECT:** CONTRACTOR shall perform services for the COMMISSION as stated in Attachments A and B and incorporated into this contract. CONTRACTOR shall perform these services in a complete, skillful and professional manner. CONTRACTOR shall not provide any services which shall cause COMMISSION to incur additional costs beyond those stated in this Contract without the proper advance written consent of COMMISSION.
2. **TIME FOR PERFORMANCE:** The project shall begin on **07/09/2025** and shall be completed on or **before 06/30/2026**, or at such other time as is mutually agreed upon in writing by COMMISSION and CONTRACTOR as provided herein.
3. **COMPENSATION:** The total amount of compensation to be paid to CONTRACTOR for the services to be provided pursuant to this contract (including any and all costs incurred by CONTRACTOR) shall not exceed **ONE HUNDRED AND FIFTY THOUSAND (\$150,000)** for this contract.
4. **TERMINATION:** This contract may be terminated by CONTRACTOR or COMMISSION, for no cause, with a thirty (30) days written notice to the other party, as provided herein. In addition, it is mutually agreed and understood that the obligation of COMMISSION is limited and contingent upon the availability of Proposition 10 funds for payment to CONTRACTOR; and that this contract may be immediately terminated by COMMISSION if funds are no longer available. In the event COMMISSION abandons or postpones the project, or terminates the project for lack of funds, then COMMISSION shall make payment for all services provided by CONTRACTOR to the date of written notice of termination.
5. **LICENSES: COMPLIANCE WITH LAWS:** CONTRACTOR, including its employees and agents, shall maintain all licenses required by law or regulation while performing services under this contract. CONTRACTOR shall at all times comply with all laws and regulations applicable to the services provided pursuant to this contract.
6. **CONFIDENTIALITY:** CONTRACTOR shall maintain the confidentiality of information, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any individual person and which shall be used only for carrying out the obligation of CONTRACTOR under this contract. CONTRACTOR shall not disclose any information, except as specifically permitted by this contract. CONTRACTOR shall observe all Federal, State, County and COMMISSION regulations concerning confidentiality of records.
7. **CONFLICT OF INTEREST:** The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
8. **WORK PRODUCT:** All reports, preliminary findings or data assembled or compiled by CONTRACTOR under this Contract shall become the property of COMMISSION. COMMISSION reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without prior, written authorization from the COMMISSION.
9. **ADMINISTRATION:** The Executive Director of COMMISSION (or designee) shall administer this contract on behalf of COMMISSION.
10. **RECORDS AND REPORTS:** Contractor shall maintain accurate and complete financial and performance records for a minimum of two (2) years from the date of final payment under this contract, or until any relative County, State, and/or Federal audits of which Contractor is made aware of are

completed, whichever is later, and shall maintain such records locally, to be made available for inspection by Contractor upon reasonable request.

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

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of 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 COUNTY OF RIVERSIDE as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

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

D. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CONTRACTOR shall furnish the COUNTY with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration, or reduction in

coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

- 4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
 - 5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Contract, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
 - 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
 - 7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
 - 8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.
12. **INDEPENDENT CONTRACTOR**: CONTRACTOR and its employees and agents shall act at all times in an independent capacity with regard to performance of services rendered pursuant to this contract; and CONTRACTOR shall not act as, shall not be, and shall not in any manner be construed to be, agents, officers or employees of COMMISSION and/or of the COUNTY. There shall be no employer-employee relationship between COMMISSION and CONTRACTOR, or between the COUNTY and CONTRACTOR; and CONTRACTOR and its employees and agents shall not be entitled to any benefits payable to the COMMISSION employees. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR's behalf and for CONTRACTOR's employees, including but not limited to all federal and state income taxes and withholdings. COMMISSION shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify COMMISSION, and/or COUNTY against any and all claims that may be made against COMMISSION, and/or COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this contract; and CONTRACTOR shall indemnify COMMISSION for any and all federal or state withholding or retirement payments which COMMISSION may be required to make pursuant to federal or state law.
13. **INDEMNIFICATION AND HOLD HARMLESS**: CONTRACTOR shall indemnify and hold harmless COMMISSION, the COUNTY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees" or "COUNTY") from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited, to attorney fees, cost of investigation,

defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

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

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

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

- A. Where CONTRACTOR is a public entity, as defined by applicable law, the COMMISSION and CONTRACTOR, to the extent that liability may be imposed on the COMMISSION by the provisions of Government Code Section 895.2, shall be liable for their own acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either the COMMISSION or CONTRACTOR, their employees or representatives, performance or omission of any act or responsibility of either party under this Contract. In the event that a claim is made against both the COMMISSION and CONTRACTOR, both parties shall cooperate in the defense of said claim and to cause their insurers to do likewise.
 - B. CONTRACTOR agrees to indemnify the COMMISSION for all federal/state withholding or state retirement payments, which the COMMISSION may be required to make by the federal or state government as a result of this Contract. If for any reason, CONTRACTOR is determined not to be an independent contractor to the COMMISSION in carrying out the terms of the Contract, such indemnification shall be paid in full to the COMMISSION upon sixty (60) calendar days written notice to CONTRACTOR if a federal and/or state determination is made that such payment is required.
14. **NONDISCRIMINATION**: The CONTRACTOR shall not discriminate in the provision of its services, recruiting, hiring, promotion, demotion or termination practices on the basis of ethnic group identification, race, religious creed, color, ancestry, national origin, sexual preference, sex, marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action.
15. **NOTICES**: All correspondence and notices required or produced by this contract shall be delivered to the respective parties at the addresses set forth below, and are deemed submitted one (1) day after their deposit in the United States mail, postage prepaid:

COMMISSION:

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

CONTRACTOR:

Kelly Johnson
Chief Administrative Officer
2501 Woodlake Circle, Suite 100
Okemos, MI 48864

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

16. **GOVERNING LAW AND VENUE**: This contract is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the COUNTY, State of California. Should action be brought to enforce or interpret the provisions of this contract, the

prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted. The provisions of the Government Claims Act (Government Code section 900, et seq.) must be followed first for any disputes under this contract.

17. **ASSIGNMENT**: Neither this contract nor any part thereof shall be assigned by CONTRACTOR without the prior written consent of COMMISSION.
18. **WAIVER**: Any waiver by COMMISSION of any one or more of the terms of this contract shall not be construed to be a waiver of any subsequent breach of the same or of any other term of this contract.
19. **ALTERATION AND/OR AMENDMENT**: No alteration or variation in the terms of this contract shall be valid unless made in writing and signed by both parties; and no oral understanding or Contract not incorporated herein by specific reference shall be binding on the parties. The terms contained in this contract shall represent the entire contract between the parties with respect to the services to be provided by CONTRACTOR.
20. **SEVERABILITY**: In the event any provision in this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
21. **DISALLOWANCE**: In the event CONTRACTOR receives payment for services under this contract which are later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to COMMISSION upon written request. COMMISSION retains the option to offset the amount disallowed from any payment due to CONTRACTOR under this contract, or under any other contract or agreement between CONTRACTOR and COMMISSION.
22. **CERTIFICATION OF AUTHORITY TO EXECUTE CONTRACT**: CONTRACTOR certifies that the individual signing below has authority to execute this contract on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this contract, including Attachments A and B.
23. **COUNTERPARTS**: This Contract may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Contract agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Contract. The parties further agree that the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

Signature Page Follows

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

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Tammi Graham Executive Director	Kelly Johnson Chief Administrative Officer and Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	2501 Woodlake Circle, Suite 100 Okemos, MI 48864
APPROVED AS TO FORM SIGNATURE:	
Kristine Bell-Valdez Supervising Deputy County Counsel	
Date Signed:	
ATTEST SIGNATURE:	
Lynn M. Stephens Executive Assistant IV	
Date Signed:	

ATTACHMENT A: SCOPE OF SERVICE

Contractor: Health Management Associates, Inc.
Program: CHD Consulting
Contract #: CF25143
Term: 07/09/2025 – 06/30/2026

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

Scope of Work Details:

CONTRACTOR shall, under the direction of the Executive Director of the Riverside County Children and Families Commission, or designee, provide services in accordance with the specifications and scope of work identified below:

I. Home Visiting Technical Assistance and Systems Integration

- Model Fidelity Monitoring: Assess and recommend strategies to ensure alignment of provider services with fidelity requirements across funded models.
- Funding Strategies: Develop approaches to blend and braid available funds (Prop 10, CalWORKs HVP, etc.), minimizing administrative burden and maximizing utilization.
- Contract and Payment Structures: Evaluate and propose alternatives to existing fee-for-service models to promote provider sustainability and flexible capacity.
- Peer Learning: Facilitate regional peer learning opportunities with other counties and First 5 commissions.

II. Backbone Infrastructure and Technology Evaluation

- Assess options for backbone infrastructure to support coordinated intake, financing, evaluation, workforce development, and overall administration.
- Identify potential funding sources and administrative vehicles to sustain infrastructure.
- Evaluate opportunities for shared or regionalized systems coordination, workforce development, and fiscal oversight.
- Recommend strategies to leverage existing county and First 5 systems (e.g., referral platforms).

III. Managed Care Engagement and Quality Improvement TA

- Provide technical assistance for engaging Medi-Cal Managed Care Plans (MCPs).
- Support the development of quality improvement partnerships for pediatric and developmental services (e.g., HealthySteps).
- Assist in readiness for value-based payment opportunities in prevention.
- Recommend shared metrics and data sharing tools that support MCP collaboration.

IV. Strategic Planning: Learning Agenda and Systems Measures

- Facilitate development of a learning agenda aligned to First 5 Riverside's 2027–2030 Strategic Plan.
- Define evaluation principles and cross-system indicators to assess county-level impact.

- Provide technical advisement on infrastructure and policy change strategies necessary to support plan implementation.
- Deliverables may include briefing reports, fiscal tools, policy memos, summary decks, and participation in partner-facing meetings, as requested.

ATTACHMENT B: PAYMENT PROVISIONS

CONTRACTOR shall be compensated for services rendered pursuant to this contract as follows. Total payments shall not exceed **ONE HUNDRED FIFTY THOUSAND (\$150,000)** for this contract.

- A. **Fee:** COMMISSION shall reimburse CONTRACTOR, upon submission by CONTRACTOR, of an acceptable invoice for actual expenses incurred under the terms of this contract. Payment shall be due to CONTRACTOR within thirty (30) days of COMMISSION's receipt of the invoice.
 - 1. Payment shall be made in accordance with satisfactory completion of the Milestones below and upon receipt of an acceptable invoice to include:
 - a. CONTRACTOR's name,
 - b. CONTRACTOR's address,
 - c. Contract number,
 - d. Assigned invoice number,
 - e. Supporting documents (if applicable), and
 - f. Payment amount due.

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

ATTACHMENT C: BUDGET

FISCAL YEAR 2025-2026		
Category	Description	Amount
Operational Expenses	Project Management & Coordination	\$131,300
Operational Expenses	Strategic Planning Facilitation	\$10,000
Operational Expenses	Materials & Reports	\$3,700
Operational Expenses	Travel	\$5,000
SUBTOTAL:		\$150,000

F.6. **25-31**: Approve and Ratify Contract and Terms with Loma Linda University
Children's Hospital for Help Me Grow Inland Empire from July 1, 2025 – June 30,
2026 (**CONTRACT NO. CF25146**) [**\$500,000 - PROP 10 FUNDS**]

AGENDA ITEM: 25-31

DATE OF MEETING: July 9, 2025

ACTION:

INFORMATION:

**APPROVE AND RATIFY CONTRACT AND TERMS WITH
LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL
FOR HELP ME GROW INLAND EMPIRE
FROM JULY 1, 2025 - JUNE 30, 2026
(CONTRACT NO. CF25146) [\$500,000 – PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve and ratify contract CF25146, inclusive of previously approved contract terms with Loma Linda University Children's Hospital (LLUCH) for an amount not to exceed \$500,000 effective July 1, 2025 – June 30, 2026, for Help Me Grow Inland Empire (HMG-IE) to continue efforts for full implementation and focused sustainability strategies.

BACKGROUND

On May 8, 2024 (Action Item 24-16), the Commission approved, ratified, and amended contract terms specific to contract CF24126, with Loma Linda University Children's Hospital (LLUCH), effective July 1, 2023 – June 30, 2025, for Help Me Grow Inland Empire (HMG-IE) establishing the structure for subsequent contracts. The proposed FY25/26 contract reflects a continued investment using amended contract terms.

On July 17, 2023 (Action Item 23-32), the Commission approved and ratified the initial contract CF24126, effective July 1, 2023- June 30, 2025. Upon subsequent routing of signatures with Loma Linda University Children's Hospital, staff received a request to revise several sections of the Commission-approved template. All but one edit remained substantially in the same form as the approved template.

The Commission has invested in the development and implementation of Help Me Grow Inland Empire through a regional partnership between First 5 Riverside County, First 5 San Bernardino, and Loma Linda University Children's Hospital, designed to strengthen early identification and connection to developmental supports for children from birth through age five.

HELP ME GROW MODEL

“Help Me Grow Inland Empire” (HMG-IE) is not a direct service program, but rather a dual county systems approach to a comprehensive integrated process for ensuring developmental promotion, early identification, referral, and linkage in Riverside and San Bernardino Counties. The model of HMG reflects a national set of best practices for designing and implementing a system that can optimally meet the needs of young children and families.

Since its launch, HMG-IE has grown from a referral and coordination service into a foundational element of the Inland Empire’s early childhood infrastructure—supporting screenings in primary care and early learning settings, providing follow-up and care navigation, and aligning with broader public systems.

The FY 25/26 contract supports the continuation of implementation while advancing more formalized strategies for long-term sustainability and public system integration. It builds on recent implementation progress and begins to formalize strategies for long-term integration into public health, health care, and family-serving systems.

RECOMMENDED ACTION:

That the Commission:

1. Approve and ratify Contract No. CF25146, for an amount not to exceed \$500,000 for a contract effective July 1, 2025 – June 30, 2026, with Loma Linda University Children’s Hospital for Help Me Grow Inland Empire and previously approved contract terms used under CF24126, 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 executed contract effective July 1, 2025 – June 30, 2026, on behalf of the Commission including modifications to the statement of work that stay within the intent of said contract and if necessary, including no-cost extensions of the project period, without requiring further action from the Commission.

BUDGET IMPACT

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

STRATEGIC PLAN RELEVANCE

Goal Area 2 - Comprehensive Health & Development (92945)

POTENTIAL CONFLICTS OF INTEREST

None.

ATTACHMENTS

1. CF25146 A0-LLU-HMGIE

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

RCCFC AWARD: **CF25146**

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

CONTRACT TERM: **7/1/2025 – 6/30/2026**

MAXIMUM REIMBURSABLE AMOUNT: **\$500,000**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed **\$500,000**.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the “Contract”) shall not exceed **FIVE HUNDRED THOUSAND DOLLARS \$500,000** 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, D and E attached hereto as incorporated herein by reference, subject to the following terms and conditions:

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

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Tammi Graham Executive Director	Peter Baker Senior Vice President and Administrator and Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	11234 Anderson Street Loma Linda, CA 92354
APPROVED AS TO FORM SIGNATURE:	
Kristine Bell-Valdez Supervising Deputy County Counsel	
Date Signed:	
ATTEST SIGNATURE:	
Lynn Stephens Executive Assistant IV	
Date Signed:	

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

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Terms and Conditions

1. NOTICES

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

COMMISSION:

Tammi Graham, Executive Director
First 5 Riverside County
585 Technology Court
Riverside, CA 92501

CONTRACTOR:

Peter Baker
Senior Vice President and
Administrator
11234 Anderson Street, CH 1816
Loma Linda, CA 92354

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

2. SOURCE AND SCOPE OF CONTRACT

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

3. DEFINITIONS

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

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

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

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

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

Executive Director: The designated lead director of the Commission.

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

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

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

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

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

4. TERM

The term of this Contract shall be from **7/1/2025** through **6/30/2026** 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) business 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) business 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 three (3) budget revisions, one for each of the first three (3) quarters of the fiscal year.

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

B. Amendments

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

C. Cost Allocation Plan

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

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

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

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

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **excluded** from the indirect cost calculation.
2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.
3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

E. Revenues Received

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

F. Payroll Taxes

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

G. Payor of Last Resort

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

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

14. CONTRACTOR AUDIT REQUIREMENTS

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

applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIAL EQUIPMENT

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

16. REVERSION OF ASSETS

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

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

COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

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

18. CONDUCT OF BUSINESS

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

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

such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

- J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.
- K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

19. RECORDS MANAGEMENT AND MAINTENANCE

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

This requirement includes:

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

20. PUBLIC DISCLOSURE OF DOCUMENTS

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

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

- A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.
- B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.
- C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.
- D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

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

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

- A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may

not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.

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

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

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

“Made possible by funding from First 5 Riverside County”

"Funded by First 5 Riverside County"

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

"Hecho posible por medio de fondos de Primeros 5 Riverside County"

"Financiado por Primeros 5 Riverside County"

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

"Funded in part by First 5 Riverside County"

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

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

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

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

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

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

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

26. WORK PRODUCT

- A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract

is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.

- B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

27. NON-DISCRIMINATION

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

28. CHILD ABUSE REPORTING

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

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

29. DEPARTMENT OF JUSTICE CLEARANCE

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

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

30. ADULT AND ELDER ABUSE REPORTING

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) business 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, resulting from negligent acts, errors or omissions of CONTRACTOR, its officers, employees, subcontractors, agents or representatives while performing its duties under this Contract. CONTRACTOR shall defend the COUNTY at CONTRACTOR'S sole expense 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.

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. To the extent covered by a commercial insurance policy, 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, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. 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.

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 a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, 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) business 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: Loma Linda University Children's Hospital

Program: Help Me Grow Inland Empire

Contract #: CF25146

Term: 07/01/2025 – 06/30/2026

Program Overview:

Help Me Grow Inland Empire (HMGIE) is a cross-county approach to building a strong, aligned early intervention system that best supports children and families. It is not a program, but rather a mechanism for aligning services in a more systematic way to improve access. It ensures that young children receive timely developmental support and that families can easily navigate and access the services they need.

Through a centralized access point, HMGIE offers developmental screenings, care coordination, and referrals to local services, along with light-touch parent coaching to empower caregivers. By bridging gaps between systems and fostering collaboration across sectors, HMGIE promotes the early identification of developmental concerns and supports the well-being of children from birth through age five.

SOW Details:

Expectations	The primary goal of the HMGIE program in FY 26 is to demonstrate system integration milestones and define the longitudinal roadmap required to achieve integration of HMGIE into county "systems of care" in order to realize a "best-in-class," multi-sector partnership between healthy systems and county systems of care. HMGIE will embed an integrated, public health response to families of children who receive developmental screenings to enhance the county's ability to identify risk, intervene and resource families, navigate families to providers and partners in the system and capture the impact outcomes based on: referral, linkage, and close-the-loop impact for families. In FY 26, HMGIE will achieve a deeper understanding of integration needs in each county system, capture learnings, and will report on increased public health response to developmental screening infrastructure and managed care plan integration achievements.
Outcomes	<p>By January 15th, HMGIE will deliver a mid-year report-out on progress to First 5 leadership with final report at year-end, with system learnings, co-designed solutions in-development and underway, and an impact assessment of the program and a plan for long-term integration and sustainability. HMGIE will circulate a preliminary report at mid-year to leadership with a final by July 31st. HMGIE will provide annual service data and integration analysis to answer impact on county systems of care and what is required for continued integration and long-term impact on upstream efforts to achieve population-level, upstream advances in risk identification and intervention.</p> <p>The year-end report will answer the following questions regarding system integration:</p> <ol style="list-style-type: none"> 1) What are the accomplishments, learnings, and needs that have been identified to achieve enhanced integration of HMGIE in both county systems of care? 2) What financial model could sustain the program regarding funded support and reimbursements by Medi-Cal, if the program can become eligible? 3) What are the results from upstream, population health integration with managed care plans and learnings to facilitate continued electronic health and record system integration? 4) What is the impact of HMGIE on county infrastructure and systems and with system partners? What <u>is</u> the roadmap and milestones ahead in to achieve full integration aims?

Objective/ Goal/ Measure	Activity/Description	Activity Dosage/Frequency	Salesforce Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
<p>System Integration Goal 1 – Ensure the HMGIE infrastructure supports the long-term, system integration goals of both counties:</p> <p>By January 15th, 2026, capture provide a mid-year summary of the accomplishments, learnings, and integration roadmap ahead to make recommendations in a preliminary report for system-building and integration beyond FY 27; based-on co-authored plans and future milestones required to achieve long-term system-integration with county partners with final plans outlined in year-end report.</p>	<ol style="list-style-type: none"> 1. First 5 San Bernardino – Participate in Strategic Workgroup #4 and co-author system integration plans (to include workflow/process maps) and a multi-year roadmap of system work ahead. 2. First 5 Riverside – Participate in planning with county representatives of the START (RivCo1) system and co-author system integration plans (to include workflow/process maps) and a multi-year roadmap of system work ahead. system integration plans including workflow or process maps. 	Daily, ongoing tracking of major activities, accomplishments, learning, and needs.	Quarterly; Year-end	N/A	<p>Quarterly progress updates in Executive Leadership meeting.</p> <p>January 15th, mid-year draft and summary provided in the year-end report with a co-designed roadmap for long-term integration.</p>

Objective/ Goal/ Measure	Activity/Description	Activity Dosage/Frequency	Salesforce Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
<p>System Integration Goal 2 – Ensure HMGIE is financially sustainable as an integral component of county infrastructure for children ages 0-5 and partner in county systems of care.</p> <p>SMART Goal: By January 15th, present mid-year financial learnings and recommendations in a co-designed solutions in a Fiscal Memo to the First 5's to include integrated funding where possible, to support leadership decision-making on how to sustain HMGIE FY 27 and beyond with final plans outlined in year-end report.</p>	<ol style="list-style-type: none"> 1. Provide quarterly progress updates to First 5 Executives to co-create solutions to sustainability and funding for HMGIE with activities and financial findings related to CHW billing, MCP contracts, and/or other funding outlined in preliminary recommendations by January 15th in support of First 5 planning cycles. 2. Draft and co-design with First 5 leadership, a financial measurement metric, dashboard, or tool to capture return on investment data year-over-year and a comparative cost-benefit to both counties for a regional HMGIE. 	Ongoing	Quarterly; Year-end	Dashboard with financial goals and metrics.	Fiscal memo with initial recommendations submitted by January 15 th 2026; a finalized in year-end report.

Objective/ Goal/ Measure	Activity/Description	Activity Dosage/Frequency	Salesforce Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
<p>Risk Identification Goal – Increase Screening in the region through HMGIE built infrastructure to achieve early detection aims for children 0-3.</p> <p>SMART GOAL: By June 30, 2026, increase the total number of unique children screened from a baseline of 6,000 screenings (in the region) in FY 25 and identify what portion of growth is attributed to the community platform for future projections to understand annual screening rates from built infrastructure (report growth by April 15, 2026).</p> <p>Baseline Data: Since 2020, HMGIE has built the infrastructure and partners to screen 23,894 children, representing 7.8% of the 0-5 population in SB & RV counties. HMGIE has had an average year-over-year screening growth rate in the region of 27% but to what rate this will normalize to is not yet able to be projected.</p>	<ol style="list-style-type: none"> Continue to measure developmental screening rates from infrastructure built and available to partners using ASQ-3 and ASQ-SE tools. <ol style="list-style-type: none"> <i>Referrals Target:</i> Minimum 10% increase in referrals from healthcare providers to measure expansion of HMGIE infrastructure to partners (to include measurement of additional families reached (minimum increase of 10%) due to automated follow-up to screening with health system screening partners and system barriers removed due to automation). <i>Screenings Target</i> minimum 10% growth in unique children screened compared to FY25 baseline. Identify what percentage of growth in increased screenings is attributed to the community screening platform and number of children enrolled. Measure and report on the SDOH needs of families in both counties, based on SDOH screening. Identify learnings from both county systems of care to account for differences between counties in populations, partners, and children served and co-author any solutions, as needed. 	Daily Screening, quarterly reporting.	Quarterly	Standard data dashboard with definitions tracking: total services; unique children served, demographics of served children for both counties. Secondary dashboard for all other HMG program metrics.	<p>Year-end Dashboard and de-identified data (unique) provided per county for service tracking.</p> <p>Mid-year report by January 15th; Summary provided in year-end report.</p>

Objective/ Goal/ Measure	Activity/Description	Activity Dosage/Frequency	Salesforce Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
<p>Early Intervention Goal – Operate a centralized Access point for parents (HMGIE Call Center) and increase public health response infrastructure through automated follow-ups to screenings on behalf of providers and partners of HMGIE.</p> <p>SMART Goal: By June 30, 2026, implement automatic follow-up to screening and measure growth in Call Center engagements over a baseline of 2000* children (unique children in the region)</p> <p>Total call engagements with families are estimated at 2-2.5 calls per unique child at 4,000-4,500 calls a year to serve 2,000 children over 3 quarters.</p> <p>Baseline data: Since Spring of 2021, HMGIE has provided 10,000 unique children/families care coordination, resourcing, and developmental navigation supports over a total of 12,473 (duplicated) family engagements. Some children have more than one service engagement a year.</p>	<p>Provide Call Center Core Services to parents and families with two improvements:</p> <ol style="list-style-type: none"> Implement a public health response infrastructure via an automated follow-up to families of children with developmental and social risks identified in screening to remove referral barriers between integrated partners: HMGIE team will attempt follow-up with all families of children with 2+ risks, engage with families who consent to our parent support service, and communicate with partners via open and close-the-loop notes = "same follow-up everywhere in response to screening." Improve qualitative measurement of impact of HMGIE call center by parent and provider/staff perception surveying. Conduct surveying and/or focus groups with parents and providers. Develop resourcing, referral and linkage, and measure the closed-loop referral completion rate tracking with system partners. Identify learnings from both county systems of care to account for differences between counties in populations, partners, and children served and co-author any solutions, as needed. 	Daily	Quarterly	Parent & provider perception survey – include in secondary data dashboard with standard data definitions.	<p>Year-end Dashboard and de-identified data (unique) provided per county for service tracking.</p> <p>Mid-year report by January 15th; Summary provided in the year-end report.</p>

Objective/ Goal/ Measure	Activity/Description	Activity Dosage/Frequency	Salesforce Verification (Data entry/Report /Upload supporting documents via PDF or Excel)		
			Submission Time Frame	Quantitative Data	Qualitative Data
<p>Population Health Intervention Goal - Implement integration with managed care partner and enroll families in screening platform to increase completed screenings, and early identification and detection of children with risks.</p> <p>SMART Goal: By June 30, 2026, increase children enrolled in Community Screening Platform against a baseline of 2,000 children and measure growth rate to best determine if a population enrollment strategy is a better over partners with smaller, sub-populations (initial report by April 15, 2026).</p> <p>Baseline Data: HMGIE attempted through partner contracting to enroll 10,000 children FY 24-25 and learned due to contract and other market factors, the achievable enrollment rate was around 2,000 children by partners with sub-populations. HMGIE and IEHP are in MOU review for a 3-year pilot program to enroll children born in both counties (infants at 4-years old) in platform to assess impact.</p>	<p>The following are intended to test innovation of the program:</p> <ol style="list-style-type: none"> a. By October 31, 2025, submit a co-authored pilot plan and a draft of the shared metrics dashboard for the MCP partnership to begin to outline the multi-year longitudinal aims of HMGIE and MCP integration. b. Track enrollment attribution rates of MCP Members; parent engagement rate, screenings completion rate; and outcomes achieved through integration. 	Daily	Quarterly	The MCP pilot project will have a dedicated dashboard (subset) of the larger screening data dashboard for reporting of metrics related to the pilot.	<p>Year-end Dashboard and de-identified data (unique) provided per county for service tracking.</p> <p>Mid-year report by January 15th; Summary in the year-end report.</p>

ATTACHMENT B: BUDGET

Contract Number: CF25146
Budget Start Date: 7/1/2025
Budget End Date: 6/30/2026
Total Amount: \$500,000

FISCAL YEAR 2025-2026		
Category	Description	Amount
Personnel Expenses	Salaries (7 Full-time, 2 partial time FTEs)	\$319,209
Personnel Expenses	Benefits	\$73,932
Operational Expenses	Rent	\$12,220
Operational Expenses	Printing	\$4,382
Subcontractor Expenses	Marketing	\$4,700
Subcontractor Expenses	IT/Software/License	\$23,500
Subcontractor Expenses	Physician	\$36,110
Indirect Expense	Indirect	\$45,447
Total Revenue Received from Other...	Billing Revenue	(\$19,500)
SUBTOTAL:		\$500,000
TOTAL CONTRACT BUDGET		\$500,000

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** 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: **7/1/2025 – 6/30/2026**

1. Method, Time, and Schedule Conditions of Payment

- a. The COMMISSION will disburse funds on a reimbursement payment process based on the Contract Budget (Attachment "B") amount for the applicable fiscal year and monthly report submissions. Payment will be rendered fifteen (15) business days from submission of all required documentation 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, 2026 and reported as of the final deadline to submit program expenditures defined in Section 11. Fiscal and Program Reporting Requirements, A. Fiscal Reporting. Expenditures made after June 30th will not be accepted.

2. Allowable Costs

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

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

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

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

ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY

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

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

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

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

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

ATTACHMENT E: BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the 'Addendum') supplements and is made part of (Contract CF25146 'Contract') between the RCCFC and Loma Linda University Children's Hospital ('CONTRACTOR') and shall be effective as of the date the Contract is approved by both Parties (the 'Effective Date').

RECITALS

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

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

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

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

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

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

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

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

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.

'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.

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:

The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification.

The unauthorized person who used the PHI or to whom the disclosure was made;

Whether the PHI was actually acquired or viewed; and,

The extent to which the risk to the PHI has been mitigated.

Breach excludes:

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.

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.

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.

'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.

'Data aggregation' has the meaning given such term in 45 CFR §164.501.

'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.

'Electronic protected health information' ('ePHI') as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

'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).

'Health care operations' has the meaning given such term in 45 CFR §164.501.

'Individual' as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

'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.

'Privacy Rule' means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.

'Protected health information' ('PHI') has the meaning given such term in 45 CFR §160.103, which includes ePHI.

'Required by law' has the meaning given such term in 45 CFR §164.103.

'Secretary' means the Secretary of the U.S. Department of Health and Human Services 22 ('HHS').

'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.

'Security Rule' means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.

'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.

'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).

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

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.

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:

- Use PHI and/or ePHI if necessary for CONTRACTOR'S proper management and administration and to carry out its legal responsibilities; and,

- Disclose PHI and/or ePHI for the purpose of CONTRACTOR'S proper management and administration or to carry out its legal responsibilities, only if:

 - The disclosure is required by law; or,

 - CONTRACTOR obtains reasonable assurances, in writing, from the person to whom CONTRACTOR will disclose such PHI and/or ePHI that the person will:

 - 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,

 - Notify CONTRACTOR of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

 - 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,

 - 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.

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.

Prohibited Uses and Disclosures.

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.

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.

CONTRACTOR agrees not to make any disclosure of PHI and/or ePHI that the RCCFC would be prohibited from making.

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:

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;

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);

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,

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.

Obligations of the RCCFC.

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.

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.

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.

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.

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.

Obligations of CONTRACTOR.

In connection with the use or disclosure of PHI and/or ePHI, CONTRACTOR agrees to:

Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). CONTRACTOR shall also comply with the additional privacy requirements that are applicable to business associates in HITECH, as may be amended from time to time.

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.

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.

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.

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.

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.

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.

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).

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.

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.

Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

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.

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.

Access to PHI, Amendment and Disclosure Accounting.

CONTRACTOR agrees to:

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 fifteen (15) business days of request from the RCCFC, to satisfy the requirements of 45 CFR §164.524.

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 45CFR §164.526.

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:

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.

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.

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.

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:

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;

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;

Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

Ensure compliance with the Security Rule by CONTRACTOR'S workforce;

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;

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,

Comply with any additional security requirements that are applicable to business associates 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.

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.

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.

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).

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:

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;

A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

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;

Any steps individuals should take to protect themselves from potential harm resulting from the breach;

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,

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.

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.

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.

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.

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.

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.

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).

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.

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 fifteen (15) 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.

Hold Harmless/Indemnification.

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.

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.

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.

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.

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.

Term. This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by the RCCFC or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the RCCFC and the County of Riverside, is destroyed or returned to RCCFC and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

Termination.

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:

Terminate the Contract and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

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.

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.

Effect of Termination.

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.

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.

General Provisions.

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.

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.

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.

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.

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.

Interpretation of Addendum.

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.

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.

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

F.7.25-32: Authorize Release of Request for Proposal for a Comprehensive Child Care Needs Assessment [**\$250,000 - PROP 10 FUNDS**]



AGENDA ITEM: 25-32
DATE OF MEETING: July 09, 2025
ACTION:
INFORMATION:

**AUTHORIZE RELEASE OF REQUEST FOR PROPOSAL FOR A
COMPREHENSIVE CHILD CARE NEEDS ASSESSMENT
[\$250,000 – PROP 10 FUNDS]**

SUMMARY OF REQUEST

Authorize the Executive Director or designee to issue a Request for Proposals (RFP) for the procurement of a comprehensive Child Care Needs Assessment of Riverside County. The resulting data will inform Commission strategic plan decision-making and strengthen countywide early childhood infrastructure efforts, including those tied to state-required reports. This assessment will provide a detailed analysis of child care needs, supply, demand, and access barriers across the County.

BACKGROUND

Riverside County Children and Families Commission seeks to initiate a comprehensive Child Care Needs Assessment to address the gaps in timely, countywide data on child care supply, unmet demand, and barriers to access. The assessment will directly support the Commission’s strategic planning cycle and inform broader systems planning and investment decisions aimed at strengthening the local child care infrastructure.

This effort is particularly timely as Riverside County contributes to state-required early learning and care planning efforts, including the Local Planning Council and other countywide efforts that would benefit from more robust, county-specific data. The assessment is designed to supplement and enhance these planning efforts by addressing critical data gaps—especially in areas such as facilities, workforce capacity, and family access barriers—that have limited the impact of prior planning documents.

The selected vendor will conduct a countywide landscape and gap analysis, lead inclusive community engagement, and assess fiscal and structural challenges that impact equitable access to care. Deliverables will include a public-facing dashboard, executive summary, and report to inform system alignment and decision making across public and private sectors.

The total project budget is estimated at \$250,000. Staff will also explore potential co-funding opportunities to enhance the reach and value of this initiative.

All procurement actions will comply with Riverside County procurement policies. The RFP process and vendor selection will be conducted with transparency, and the final award recommendation will be shared with Commissioners.

RECOMMENDED ACTION

That the Commission:

1. Authorize the release of a Request for Proposals (RFP) for the procurement of a comprehensive Child Care Needs Assessment for Riverside County, in an amount not to exceed \$250,000 in Proposition 10 funds.
2. Authorize the Executive Director, or designee, to identify, negotiate, and receive funds from partners to co-fund the Needs Assessment.
3. Authorize the Executive Director, or designee, to establish an ad-hoc committee to review proposals, select a qualified vendor, and award the contract based on established criteria.
4. Authorize the Executive Director, or designee, to negotiate and execute all necessary agreements, contracts, and amendments related to this procurement, subject to County Counsel approval as to form, without further action by the Commission.

BUDGET IMPACT

Adequate appropriation is included in the approved Fiscal Year 25/26 budget.

STRATEGIC PLAN RELEVANCE

Goal Area 1 - Quality Early Learning (92950)

POTENTIAL CONFLICTS OF INTEREST

None.

ATTACHMENTS

None.

F.8. **25-33**: Approve Contract with Inland Empire Community Collaborative, Inc. for the Inland Empire Children's Cabinet Project from July 9, 2025 – June 30, 2026 (**CONTRACT NO. CF25133**) [**\$170,000 - PROP 10 FUNDS**]



AGENDA ITEM: 25-33
DATE OF MEETING: July 09, 2025
ACTION:
INFORMATION:

**APPROVE CONTRACT WITH
INLAND EMPIRE COMMUNITY COLLABORATIVE, INC.
FOR THE INLAND EMPIRE CHILDREN'S CABINET PROJECT
FROM JULY 9, 2025 – JUNE 30, 2026
(CONTRACT NO. CF25133) [\$170,000 – PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve Contract No. CF25133 with Inland Empire Community Collaborative, Inc. (IECC), for an amount not to exceed \$170,000, effective July 9, 2025 - June 30, 2026, for the Inland Empire Children's Cabinet Project.

BACKGROUND

Since March 8, 2023, the Inland Empire Children's Cabinet (IE Children's Cabinet) has made significant strides in developing and providing backbone support for the two-county Children's Cabinet system, serving Riverside and San Bernardino Counties. The initiative is a cross-sector collective driving system change to improve families' ability to build better futures for their children. The continued investment with First 5 Riverside County will enable the IE Children's Cabinet to build on its momentum and further its mission to support children, youth, and families by promoting health and racial equity throughout the Inland Empire.

This contract reflects a refined focus on time-bound deliverables that directly support First 5 Riverside County's next strategic planning cycle. The work includes facilitating Community Table convenings with diverse parents/caregivers, supporting a parent leadership pilot, designing resource tools for alignment with county priorities (including RivCoONE), strengthening fiscal strategy development, and advancing multi-sector coordination to inform First 5 Riverside County's strategic planning cycle.

On March 8, 2023 (Action Item 23-14), the Commission approved Contract No. CF23111 with IECC, covering the period from March 8, 2023 - June 30, 2025, for a total amount of \$282,740. In collaboration with First 5 San Bernardino, funding was allocated for three of the six Inland Empire Children's Cabinet project components: Codification of Governance Structures and Sustainability, Provide Logistical Support, and Communication Administration and Evaluation.

RECOMMENDED ACTION

1. Approve Contract No. CF25133 with Inland Empire Community Collaborative for an amount not to exceed \$170,000 effective July 9, 2025 - June 30, 2026, 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 or designee, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments that exercise the options of Contract No. CF25133, on behalf of the Commission, including modifications of the statement of work that stay within the intent of said contract without requiring further action from the Commission.

BUDGET IMPACT

Adequate appropriation has been included in the approved FY 25/26 budget to support funding for this initiative (525440-25800-938001-92980).

STRATEGIC PLAN RELEVANCE

Goal Area 4 - Countywide (92980)

POTENTIAL CONFLICTS OF INTEREST

None

ATTACHMENTS

1. CF25133 A0-Inland Empire Community Collaborative - Children's Cabinet

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. CF25133
Riverside County Children and Families Commission
and
Inland Empire Community Collaborative, 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 (hereinafter the “COMMISSION” or “COUNTY”) and Inland Empire Community Collaborative, Inc. (“CONTRACTOR”). The parties hereto mutually agree as provided herein, including Attachments attached hereto and incorporated herein by reference.

1. **PROJECT:** CONTRACTOR shall perform services for the COMMISSION as stated in Attachments A and B and incorporated into this contract. CONTRACTOR shall perform these services in a complete, skillful and professional manner. CONTRACTOR shall not provide any services which shall cause COMMISSION to incur additional costs beyond those stated in this Contract without the proper advance written consent of COMMISSION.
2. **TIME FOR PERFORMANCE:** The project shall begin on **07/09/2025** and shall be completed on or **before 06/30/2026**, or at such other time as is mutually agreed upon in writing by COMMISSION and CONTRACTOR as provided herein.
3. **COMPENSATION:** The total amount of compensation to be paid to CONTRACTOR for the services to be provided pursuant to this contract (including any and all costs incurred by CONTRACTOR) shall not exceed **ONE HUNDRED SEVENTY THOUSAND (\$170,000)** for this contract.
4. **TERMINATION:** This contract may be terminated by CONTRACTOR or COMMISSION, for no cause, with a thirty (30) days written notice to the other party, as provided herein. In addition, it is mutually agreed and understood that the obligation of COMMISSION is limited and contingent upon the availability of Proposition 10 funds for payment to CONTRACTOR; and that this contract may be immediately terminated by COMMISSION if funds are no longer available. In the event COMMISSION abandons or postpones the project, or terminates the project for lack of funds, then COMMISSION shall make payment for all services provided by CONTRACTOR to the date of written notice of termination.
5. **LICENSES: COMPLIANCE WITH LAWS:** CONTRACTOR, including its employees and agents, shall maintain all licenses required by law or regulation while performing services under this contract. CONTRACTOR shall at all times comply with all laws and regulations applicable to the services provided pursuant to this contract.
6. **CONFIDENTIALITY:** CONTRACTOR shall maintain the confidentiality of information, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any individual person and which shall be used only for carrying out the obligation of CONTRACTOR under this contract. CONTRACTOR shall not disclose any information, except as specifically permitted by this contract. CONTRACTOR shall observe all Federal, State, County and COMMISSION regulations concerning confidentiality of records.
7. **CONFLICT OF INTEREST:** The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
8. **WORK PRODUCT:** All reports, preliminary findings or data assembled or compiled by CONTRACTOR under this Contract shall become the property of COMMISSION. COMMISSION reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without prior, written authorization from the COMMISSION.
9. **ADMINISTRATION:** The Executive Director of COMMISSION (or designee) shall administer this contract on behalf of COMMISSION.

10. **RECORDS AND REPORTS:** Contractor shall maintain accurate and complete financial and performance records for a minimum of two (2) years from the date of final payment under this contract, or until any relative County, State, and/or Federal audits of which Contractor is made aware of are completed, whichever is later, and shall maintain such records locally, to be made available for inspection by Contractor upon reasonable request.
11. **INSURANCE:** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Contract. As respects to the insurance section only, the COUNTY herein refers to the COUNTY, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of 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 COUNTY of RIVERSIDE as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

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

D. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either 1) reduce or eliminate such self-insured retention as respects this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- 3) CONTRACTOR shall furnish the COUNTY with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
 - 4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
 - 5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Contract, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
 - 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
 - 7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
 - 8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.
12. **INDEPENDENT CONTRACTOR:** CONTRACTOR and its employees and agents shall act at all times in an independent capacity with regard to performance of services rendered pursuant to this contract; and CONTRACTOR shall not act as, shall not be, and shall not in any manner be construed to be, agents, officers or employees of COMMISSION and/or of the COUNTY. There shall be no employer-employee relationship between COMMISSION and CONTRACTOR, or between the COUNTY and CONTRACTOR; and CONTRACTOR and its employees and agents shall not be entitled to any benefits payable to the COMMISSION employees. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR's behalf and for CONTRACTOR's employees, including but not limited to all federal and state income taxes and withholdings. COMMISSION shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify COMMISSION, and/or COUNTY against any and all claims that may be made against COMMISSION, and/or COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this contract; and CONTRACTOR shall indemnify COMMISSION for any and all federal or state withholding or retirement payments which COMMISSION may be required to make pursuant to federal or state law.

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

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

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

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

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

- A. Where CONTRACTOR is a public entity, as defined by applicable law, the COMMISSION and CONTRACTOR, to the extent that liability may be imposed on the COMMISSION by the provisions of Government Code Section 895.2, shall be liable for their own acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either the COMMISSION or CONTRACTOR, their employees or representatives, performance or omission of any act or responsibility of either party under this Contract. In the event that a claim is made against both the COMMISSION and CONTRACTOR, both parties shall cooperate in the defense of said claim and to cause their insurers to do likewise.
- B. CONTRACTOR agrees to indemnify the COMMISSION for all federal/state withholding or state retirement payments, which the COMMISSION may be required to make by the federal or state government as a result of this Contract. If for any reason, CONTRACTOR is determined not to be an independent contractor to the COMMISSION in carrying out the terms of the Contract, such indemnification shall be paid in full to the COMMISSION upon sixty (60) calendar days written notice to CONTRACTOR if a federal and/or state determination is made that such payment is required.
14. **NONDISCRIMINATION**: The CONTRACTOR shall not discriminate in the provision of its services, recruiting, hiring, promotion, demotion or termination practices on the basis of ethnic group identification, race, religious creed, color, ancestry, national origin, sexual preference, sex, marital status, medical condition, or physical or mental handicap, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action.
15. **NOTICES**: All correspondence and notices required or produced by this contract shall be delivered to the respective parties at the addresses set forth below, and are deemed submitted one (1) day after their deposit in the United States mail, postage prepaid:

COMMISSION:

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

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

CONTRACTOR:

Susan Gomez
Chief Executive Officer
Inland Empire Community Collaborative, Inc.
1887 Business Center Drive South, Suite 3
San Bernardino, California 92408

16. **GOVERNING LAW AND VENUE:** This contract is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the COUNTY, State of California. Should action be brought to enforce or interpret the provisions of this contract, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted. The provisions of the Government Claims Act (Government Code section 900, et seq.) must be followed first for any disputes under this contract.
17. **ASSIGNMENT:** Neither this contract nor any part thereof shall be assigned by CONTRACTOR without the prior written consent of COMMISSION.
18. **WAIVER:** Any waiver by COMMISSION of any one or more of the terms of this contract shall not be construed to be a waiver of any subsequent breach of the same or of any other term of this contract.
19. **ALTERATION AND/OR AMENDMENT:** No alteration or variation in the terms of this contract shall be valid unless made in writing and signed by both parties; and no oral understanding or Contract not incorporated herein by specific reference shall be binding on the parties. The terms contained in this contract shall represent the entire contract between the parties with respect to the services to be provided by CONTRACTOR.
20. **SEVERABILITY:** In the event any provision in this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
21. **DISALLOWANCE:** In the event CONTRACTOR receives payment for services under this contract which are later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to COMMISSION upon written request. COMMISSION retains the option to offset the amount disallowed from any payment due to CONTRACTOR under this contract, or under any other contract or agreement between CONTRACTOR and COMMISSION.
22. **CERTIFICATION OF AUTHORITY TO EXECUTE CONTRACT:** CONTRACTOR certifies that the individual signing below has authority to execute this contract on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this contract, including Attachments A and B.
23. **COUNTERPARTS:** This Contract may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Contract agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Contract. The parties further agree that the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

Signature Page Follows

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

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Tammi Graham Executive Director	Susan Gomez Chief Executive Officer and Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	1887 Business Center Drive South, Suite 3 San Bernardino, California 92408
APPROVED AS TO FORM SIGNATURE:	
Kristine Bell-Valdez Supervising Deputy County Counsel	
Date Signed:	
ATTEST SIGNATURE:	
Lynn M. Stephens Executive Assistant IV	
Date Signed:	

ATTACHMENT A: SCOPE OF SERVICE

Contractor: Inland Empire Community Collaborative, Inc.
Program: County Wide Programs
Contract #: CF25133
Term: 07/09/2025 – 06/30/2026

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

Program Overview:

Inland Empire Community Collaborative Inc. (IECC) has served as a longstanding partner in these efforts, advancing shared infrastructure and convening capacity that supports Riverside County's early childhood ecosystem.

In FY25–26, IECC will deepen its role in three core areas: (1) partner table facilitation and backbone supports, (2) knowledge management and fund development support, and (3) enhanced community engagement aligned with F5RC's 2027–2030 strategic planning process. IECC will host at least three Community Tables in Fall 2025 to directly inform the new strategic plan, submitting compiled insights to F5RC by January 2026. This scope reflects a targeted investment in catalytic, time-bound deliverables tied to the close of F5RC's current strategic plan and the infrastructure needs of its next chapter.

Scope of Work Details:

1. Cabinet Infrastructure and Coordination

A. Member Table Coordination

Contractor shall:

- Plan, host, and document four (4) quarterly Member Table convenings focused on reducing silos, sharing lessons learned, and advancing aligned strategies.
- Plan, host, and document thirty-two (32) monthly subcommittee meetings across four issue areas: Basic Needs, Health & Wellness, Child & Youth Education, and Childcare.
- Document shared priorities, funding alignment discussions, and policy recommendations generated from each subcommittee.

Deliverables by June 30, 2026:

- 4 documented Member Table convenings
- 32 documented subcommittee meetings

2. Community Engagement and Parent Leadership

A. Community Table Development

Contractor shall:

- Plan and facilitate three (3) listening sessions with Riverside County parents to:
 - a) Orient families to the Community Table concept

- b) Gather input for First 5 Riverside County's 2027–2030 Strategic Plan
- Develop one (1) summary report synthesizing input from the Riverside sessions
- Launch the Community Table structure by hosting two (2) convenings during the contract term
- Provide monthly civic engagement opportunities (e.g., attendance at government meetings, advocacy events) to Community Table members

Deliverables:

- 3 Riverside County listening sessions completed by October 31, 2025
- 1 input summary report submitted by December 31, 2025
- 2 documented Community Table convenings by June 30, 2026
- Log of civic engagement opportunities made available to members (min. 6 between Jan–June 2026)

3. Resource Development and Grant Alignment

A. Funding Identification and Coordination

Contractor shall:

- Produce and disseminate a monthly Grant Opportunity Bulletin, identifying funding opportunities relevant to early childhood, family resilience, and nonprofit capacity
- Facilitate at least three (3) collaborative grant planning sessions to support joint applications among Children's Cabinet members

Deliverables by June 30, 2026:

- At least 12 monthly grant bulletins (100+ unique funding opportunities total)
- At least 3 documented collaborative grant efforts supported

4. Systems Change Participation and Integration

A. Integrated Services and Systems Alignment

Contractor shall:

- Participate in at least fifteen (15) multi-agency meetings, trainings, or planning sessions supporting Riverside County's Integrated Services Delivery (ISD) initiative
- Serve as a nonprofit voice in ISD design and implementation, with documentation of contributions to improving cross-sector service coordination for children and families

Deliverables by June 30, 2026:

- Participation log of at least 15 ISD-related events, with purpose and contractor role noted

B. Cross-Program Learning and Strategic Sharing

Contractor shall:

- Gather and disseminate a minimum of twenty-four (24) reports, articles, or policy documents relevant to Cabinet priorities through newsletters or Member Table communications

Deliverables by June 30, 2026:

- Documented distribution of at least 24 learning resources to Cabinet members

CONTRACT MONITORING AND REPORTING

Quarterly Progress Reports:

Contractor shall submit brief narrative and data updates on scope deliverables, including:

- Summary of convenings and attendance
- Grant activity logs
- Community engagement milestones
- ISD participation updates
- Any challenges or deviations from planned work

Final Report due by July 31, 2026 summarizing all contract deliverables and outcomes.

Cost Allocation Requirements:

- Contractor shall maintain time and cost documentation aligned with submitted budget categories
- Any changes to the scope or budget must receive prior written approval and may require Commission amendment

ATTACHMENT B: PAYMENT PROVISIONS

CONTRACTOR shall be compensated for services rendered pursuant to this contract as follows. Total payments shall not exceed **ONE HUNDRED SEVENTY THOUSAND (\$170,000)** for this contract.

- A. **Fee:** COMMISSION shall reimburse CONTRACTOR, upon submission by CONTRACTOR, of an acceptable invoice for actual expenses incurred under the terms of this contract. Payment shall be due to CONTRACTOR within thirty (30) days of COMMISSION's receipt of the invoice.
1. Payment shall be made in accordance with satisfactory completion of the Milestones below and upon receipt of an acceptable invoice to include:
 - a. CONTRACTOR's name,
 - b. CONTRACTOR's address,
 - c. Contract number,
 - d. Assigned invoice number,
 - e. Supporting documents (if applicable), and
 - f. Payment amount due.
- B. Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a Monthly basis with input and submission completed by the 20th calendar day of the month following Contract performance. Fiscal expenditures occurring in the 4th quarter (April, May and June) may be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or 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.

ATTACHMENT C: BUDGET

Category	Description	Amount
Personnel Expenses	Professional Services	\$158,900
Operational Expenses	Community Table Meeting Support & Stipends RivCo Parents	\$11,100
SUBTOTAL		\$170,000

G. Future Agenda Items:

- G.1. Strategic Plan Accomplishments
- G.2. Home Visiting Epidemiologist Presentation
- G.3. First 5 Annual Audit FY 24/25 and Public Hearing
- G.4. First 5 Annual Report FY 24/25 and Public Hearing

- H. **Adjournment:** Adjournment to the next Regular Meeting of the Riverside County Children and Families Commission to be held on September 10, 2025 beginning at 2:00 p.m. at: First 5 Riverside County Children and Families Commission Office 585 Technology Court - Conference Room A Riverside, CA 92507

Conflict of Interest: Any person, or group of persons present at this meeting, who wish (es) to speak on a matter may be required to state for the record any contributions, in excess of \$250.00 made in the past (12) twelve months, made to any Commission member, the Commission member receiving the contribution, and the matter of consideration with which they are involved.

Agenda Posting: Agendas will be posted at the Clerk of the Board of Riverside County and the Commission Business Office.

All public record documents for matters on the open session of the Agenda are available for inspection at the meeting listed in this Agenda, and at the following location beginning three (3) days prior to the meeting date:

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

If a public record document that relates to a matter on the open session of the Agenda is distributed less than 72 hours prior to the meeting date, the public record document shall be available for inspection, at the same time it is distributed, at the address listed above. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990.