



**AGENDA
PUBLIC NOTICE**

Regular Meeting of the Finance Sub Committee
Wednesday, September 9, 2026
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, Commission 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 — Charna Widby, Executive Director; Ben Slagter, Assistant Director; Patricia Perez, Deputy Director**
 - C.2. Public Information Report — Sean Pravica, Senior Public Information Specialist and Michelle Rodriguez, Public Information Specialist**



COMMUNICATIONS
PLAN



2026





Executive Summary

First 5 Riverside County (F5RC) seeks to realize the vision that all children in Riverside County are healthy and thrive in supportive, nurturing and loving environments and enter school ready to learn and embrace lifelong learning. The purpose of this plan is to clearly define the organization's communication and public education goals to support F5RC's mission and vision.

This is a refined communications plan in alignment with the 2027-2030 Strategic Plan. Past communications plans have offered extensive definitions of F5RC programs, investments, and key terms. While previous versions will remain archived as staff resources, this plan will center around the communication and public education actions and tracked measures as stated in the Strategic Plan and the purpose and process in achieving them. This plan will be updated in correlation with related updates to the Strategic Plan, which is reviewed and approved annually.



What the Strategic Plan Says

Communication and Public Education actions are included in Goal Area 4 of the Strategic Plan: Countywide Impact. The Goal 4 Impact Goal Statement says:

Strengthen countywide systems, communications, data, funding strategies, and cross-sector partnerships so children prenatal through age five and their families can receive support earlier, more consistently, and with less burden.

F5RC communications are not only a focus of the Countywide Impact goal area, communications and public education are also implementation tools across all four Strategic Plan goal areas. They help families identify and connect to resources, equip partners and providers to serve as trusted messengers, increase understanding of early childhood prevention, and make First 5 Riverside County's investments, partnerships, and results visible to policymakers and the public.

Strategic Goal

Communications & Public Education Focus

Quality Early Learning

Early learning, child care access and navigation, early literacy, quality and provider supports

Comprehensive Health & Development

Developmental screening, maternal/child health, early relational health, preventable injury and child safety

Resilient Families

Family Resource Center access, family support, protective factors, home visiting and navigation

Countywide Impact

Why the earliest years matter, prevention, cross-sector partnership, shared accountability and First 5's countywide role

From the Strategic Plan:

Communications and Public Education

What We Want to See

Policymakers, partners, providers, and community members better understand why the earliest years matter and how early childhood prevention strengthens Riverside County.



What We Will Track

Number of public education campaigns, partner toolkits, community materials, digital communications, or briefings focused on early childhood development, preventable injury, developmental screening, early relational health, Family Resource Center access, or family support. Reach and engagement through website, social media, newsletters, events, partner distribution, and community campaigns.

What We Want to See

This column identifies key stakeholders and audiences that effective communications are designed to reach and who are organizational targets in public education about F5RC's work.

What We Will Track

This column lists types of educational communications strategies and the subject matter to cover. It also lists communication channels where the strategies may appear or be in use. The items being tracked can be categorized as:

Deliverables

- The actual assets used or processes employed

Communication Channels

- Website
- Social Media
- Newsletters/Emails
- Events
- Partner Distribution
- Community Campaigns

Audiences

- Policymakers
- Partners
- Providers
- Community Members

Communication strategies and subject matter will also be tracked in connection with the above categories according to project. For any campaign by subject matter, the deliverables, communication channels, and audiences relating to each communication strategy will be noted to provide a record of all efforts and reach. Table charts will be used for tracking purposes for all strategies completed in a year. Communication strategies and subject matter include the following:

Communication Strategies

- Public Education Campaign
- Partner Toolkits
- Community Materials
- Digital Communications
- Briefings

Subject Matter

- Early Childhood Development
- Preventable Injury
- Developmental Screening
- Early Relational Health
- Family Support
- Family Resource Center Access



Tracking Process

To illustrate how tracking will take place, the following example is based on a campaign around drowning prevention, which is under the Preventable Injury subject matter category:

Preventable Injury: Drowning Prevention				
<div>Communication Strategies</div>	Tracked Results	Deliverable	Channel	Audience
		1) Mecca Splash Media Advisory 2) Billboards	1) Event - Local TV and Radio news 2) Community Campaigns	1) Community members; partners 2) Community members, partners, providers, policymakers
		Golden tickets and posters	Partner distribution	Community members, partners (DPSS and Veteran Services)
		Swimming lesson postcards, coloring books	Partner distribution	Community members, partners, providers
		1) Videos 2) Drowning prevention webpage	1) Website; social media, partner distribution 2) Website	1) and 2) Community members, policymakers, partners, providers
		Talking points	Event - Conference Panel Speaker	Policymakers, community members

Where practical, F5RC will also use engagement data, partner feedback, resource inquiries, website activity, event response, and other available indicators to understand whether communications are reaching intended audiences and informing future communication strategies.



Communication Strategies: Definitions and Audiences

Public Education Campaign

Communication initiatives to inform and raise awareness about issues important to families with young children.

Strategies to carry messaging may include public service announcements, advertisements, press releases and/or earned media, digital communications, and speaking engagements. Messaging is data-backed as well as informed by trusted messengers including F5RC partners, national organizations, and other county departments.

Audience considerations include specific regions where campaign issue is most prevalent, high visibility, and density of populations where issue is most relevant. Strategies are determined based on potential reach to intended audiences. Additionally, F5RC may work with partners to expand public education campaigns' reach and scope.

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Partner Toolkits

Partner toolkits are shareable assets, in print and/or digital format. Toolkits are designed to provide trusted messengers with informative and educational resources they can easily share to promote a topic relating to families with young children or other services relating to F5RC's work. Print toolkits may include items such as infographics, flyers, brochures talking-points, posters, and specialty items like signage, postcards, bookmarks, and reports. Digital toolkits may include pdf versions of print items as well as social media posts, graphics, website banners, and F5RC logos.

Community Materials

Community materials may include print assets as well as branded promotional materials. Print assets may be informational and educational whereas promotional items promote brand awareness and may serve as talking points for F5RC staff during community outreach.

Digital Communications

Digital communications are educational assets limited to online access. These include text and graphic images to place on the F5RC websites, social media posts and reels, or paid digital advertisements.

Briefings

Briefings are talking points that can be provided to the media or delivered by those representing F5RC, including executive leadership, Commissioners, Advisory Committee members, or partners. Briefings may also be shared as bulletins or newsletters and distributed digitally through email, social media, or website links.

Audience considerations include specific regions where campaign issue is most prevalent, high visibility, and density of populations where issue is most relevant. Strategies are determined based on potential reach to intended audiences. Additionally, F5RC may work with partners to expand public education campaigns' reach and scope.

Audiences are partners or other organizations working with F5RC who are trusted messengers in Riverside County, and whose work is relevant to the subject matter of the toolkits.

Audiences are primarily any residents who may benefit from the information provided, and may connect to resources as a result. Community materials may also be included in print partner toolkits, making partners secondary audiences.

Audiences are primarily any residents who may benefit from the information provided, may extend to any organization or stakeholder who may share this information. Digital assets are easily sharable via hyperlinks through emails and texts not only from F5RC staff but also partners. These items may be included in digital partner toolkits, making partners secondary audiences.

Audiences include any resident, partner, policy maker, or other county leader who can benefit from or impact decisions that affect families with young children.



Communications Governance

- F5RC communications will be accurate, accessible, culturally responsive, and consistent with the Commission's adopted Strategic Plan and organizational style standards.
- Public Information staff will coordinate organizational communications in partnership with program, Family Resource Center, and executive staff and with external partners when appropriate.
- Internal procedures for media relations, approvals, branding, website management, and staff-generated materials will be maintained administratively and updated as operational needs change.

Diversity Statement

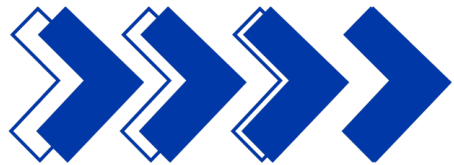
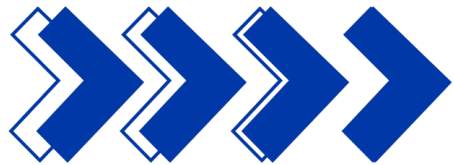
F5RC communications will reflect Riverside County's geographic, cultural and linguistic diversity and will be designed to make early childhood information and resources understandable, accessible and relevant to families across the county.

Boilerplate Message

First 5 Riverside County, the Riverside County Children & Families Commission, is funded by Proposition 10 tobacco tax revenues. First 5 Riverside County supports early childhood development through educational outreach, partnerships and funding for services that benefit children, from prenatal through age five, their families, and communities. For more information about First 5 Riverside County programs and other funded services, call 800-266-3880 or visit www.First5Riverside.org.

- C.3. Commissioner Comments
- D. **Presentation/Information Items — Supervisor Chuck Washington, Chair** (A copy of all Presentation/Information Items can be viewed at www.First5Riverside.org and at the Commission Business Office)
 - D.1. Transforming Early Childhood Outcomes: The Impact of First 5 Riverside County's Investment in HealthySteps — Sarah Nolan, Rady Children's Hospital, HealthySteps Manager, and Larissa Wills, First 5 Riverside County Regional Manager

Investment History



First 5 Riverside County launched the HealthySteps pilot in 2018 with an initial \$4.45 million investment.

In 2021, First 5 Riverside County invested an additional \$2.75 million to expand the model.

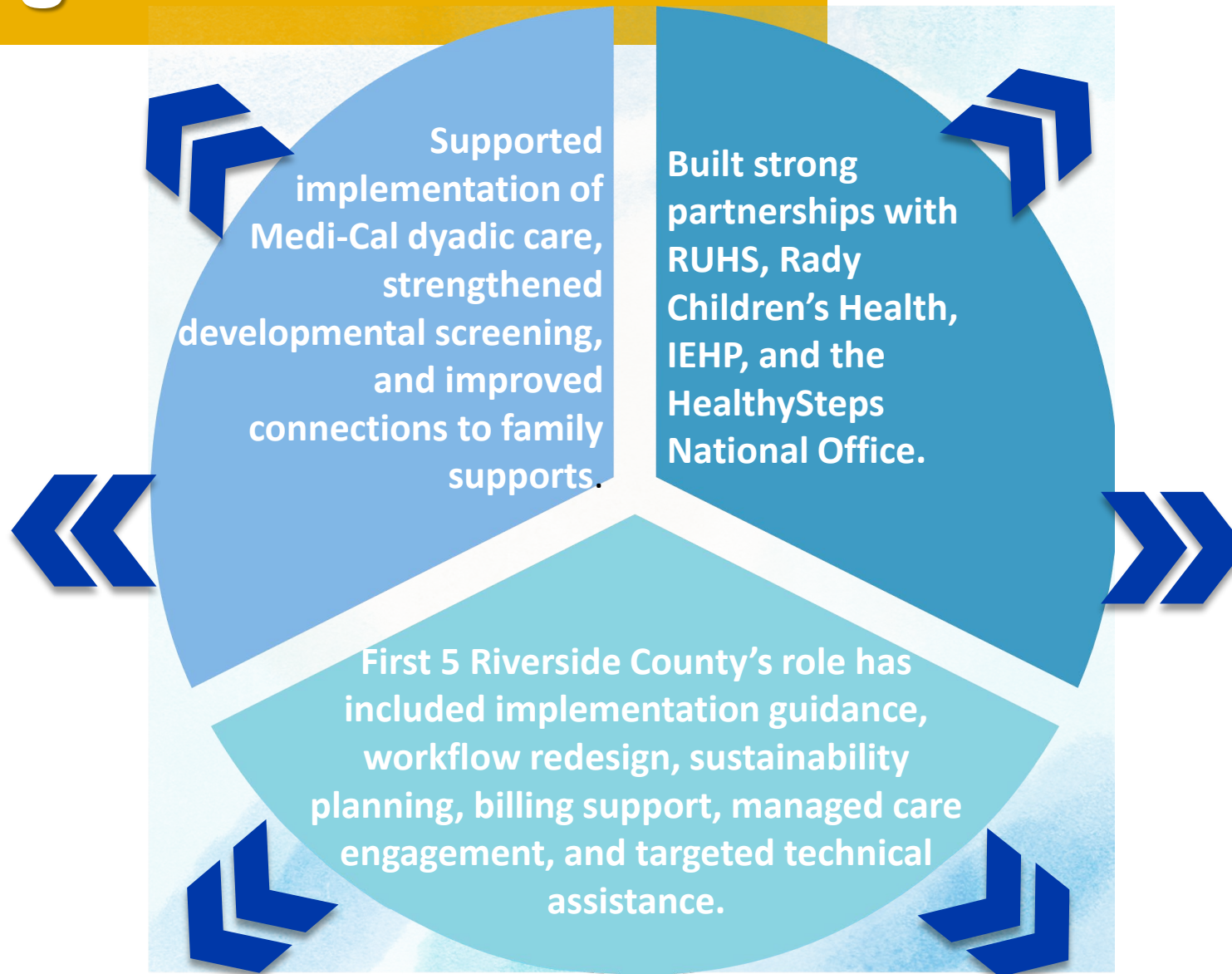
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In 2023, First 5 Riverside County invested \$4.5 million in data infrastructure and specialized technical assistance to strengthen integration and sustainability.

Current technical assistance supports Rady Children's Health and RUHS with billing, value-based payment opportunities, and long-term reimbursement strategies.

Expanding the Model



Building a Sustainable Model



First 5 Riverside County supports HealthySteps' transition from grant-funded implementation to sustainable pediatric practice infrastructure.



First 5 Riverside County convenes providers, health plans, County partners, and families to align implementation and reimbursement strategies.



Long-term sustainability requires HealthySteps to be embedded within pediatric care workflows and supported by durable partnerships and financing.



HealthySteps

PEDIATRIC CARE • SUPPORTING • PARENTING
A Program of ZERO TO THREE



Sarah Nolan, MA
HealthySteps Manager
Rady Children's Health
Children's Primary Care Medical Group

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What is HealthySteps?

An evidence-based, interdisciplinary pediatric primary care program that promotes nurturing parenting and healthy development for babies and toddlers, particularly in areas where there have been persistent inequities for families of color or with low incomes.

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HealthySteps Specialists are integrated into the pediatric team to provide short-term behavior/development consultation and referrals, intensive services when needed, and support practice screening efforts.



Rady Children's HealthySteps in Riverside County



Murrieta and Temecula CPCMGS

First 5 Riverside funds an expansion to the Hemet CPCMGS

Medi-Cal launches Dyadic Care services based on HealthySteps

First 5 Riverside invests in the build of the HealthySteps Epic Turbo Charger package in partnership with the National office and Nordic

F5 Riverside advocates with IEHP to fund a pilot at 2 additional sites in Wildomar and Menifee

Looking Forward



- **Implementing additional behavioral health services for HealthySteps families to increase sustainability.**
- **Continued partnership with Medi-Cal managed care plans**
- **Supporting children and families involved in Children & Family Services**
- **Continuing to strengthen partnerships with Family Resource Centers and Home Visitation**

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HealthySteps Families Served Last Fiscal Year



TIER 1 UNIVERSAL SCREENING

- 10,017 unique children received developmental and social-emotional screening

TIER 2 SHORT TERM SUPPORT

- 512 families were provided one on one intervention for developmental or behavior concerns

TIER 3 ONGOING, PREVENTATIVE TEAM-BASED WELL CHILD VISITS

- 3,366 children received team-based well child visits

*FY 24-25 Murrieta, Temecula Parkway, Hemet CPCMG

Total HealthySteps Families Served Through First 5 Riverside County Investment



TIER 2 SHORT TERM SUPPORT

- **1,929** families were provided one on one intervention for developmental or behavior concerns

18

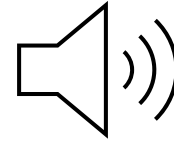
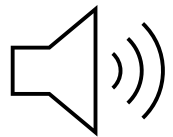
TIER 3 ONGOING, PREVENTATIVE TEAM-BASED WELL CHILD VISITS

- **14,404** children received team-based well child visits

*FY 18-19 through 24-25 Murrieta, Temecula Parkway, Hemet CPCMG

What are Caregivers Saying About HealthySteps?

“My first experience with speaking with my HealthySteps Specialist was 2 years ago. I have never left a doctors appointment feeling so seen and heard. I think these services are game changing for parents and I honestly wish this was something I received sooner. “



“I appreciate being able to discuss the challenges I am experiencing as a new mom and getting helpful techniques to help me better understand what I can be doing to be better for my little one. As a military family we are constantly being put in situations where we might not have the support we need due to moving and being away from family. Having these specialists come in means the world and help me feel I'm not doing this alone.”



For more information, visit
www.HealthySteps.org

D.2. RivCoONE Connecting People, Improving Lives Presentation — Tammi Graham, Integrated Health and Human Services Director and Alisha Shaw, Principal Policy Analyst



+

FIRST 5: From Early Adoption to Scale

Connecting People. Improving Lives.

2022

F5RC becomes an early participating department in Integrated Service Delivery

Summer / Fall 2023

FRC staff integrate WPHS into service workflows

March 2025

All FRCs scale and spread WPHS and START system

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2021

BOS adopts RivCoONE resolution; F5RC leadership co-presented

May 2023

Jurupa Valley FRC pilot launches at RUHS-Jurupa Valley CHC

February 2024

Temecula FRC opens, expanding the model

Summer 2026

FRC Network Specialists begin onboarding to RivCoONE Connect



Connecting People. Improving Lives.



RivCoONE OVERVIEW

First 5 Riverside County

September 9, 2026

Tammi Graham, Integrated Health and Human Services Director – RivCoONE
Alisha Shaw, Principal Policy Analyst – RivCoONE

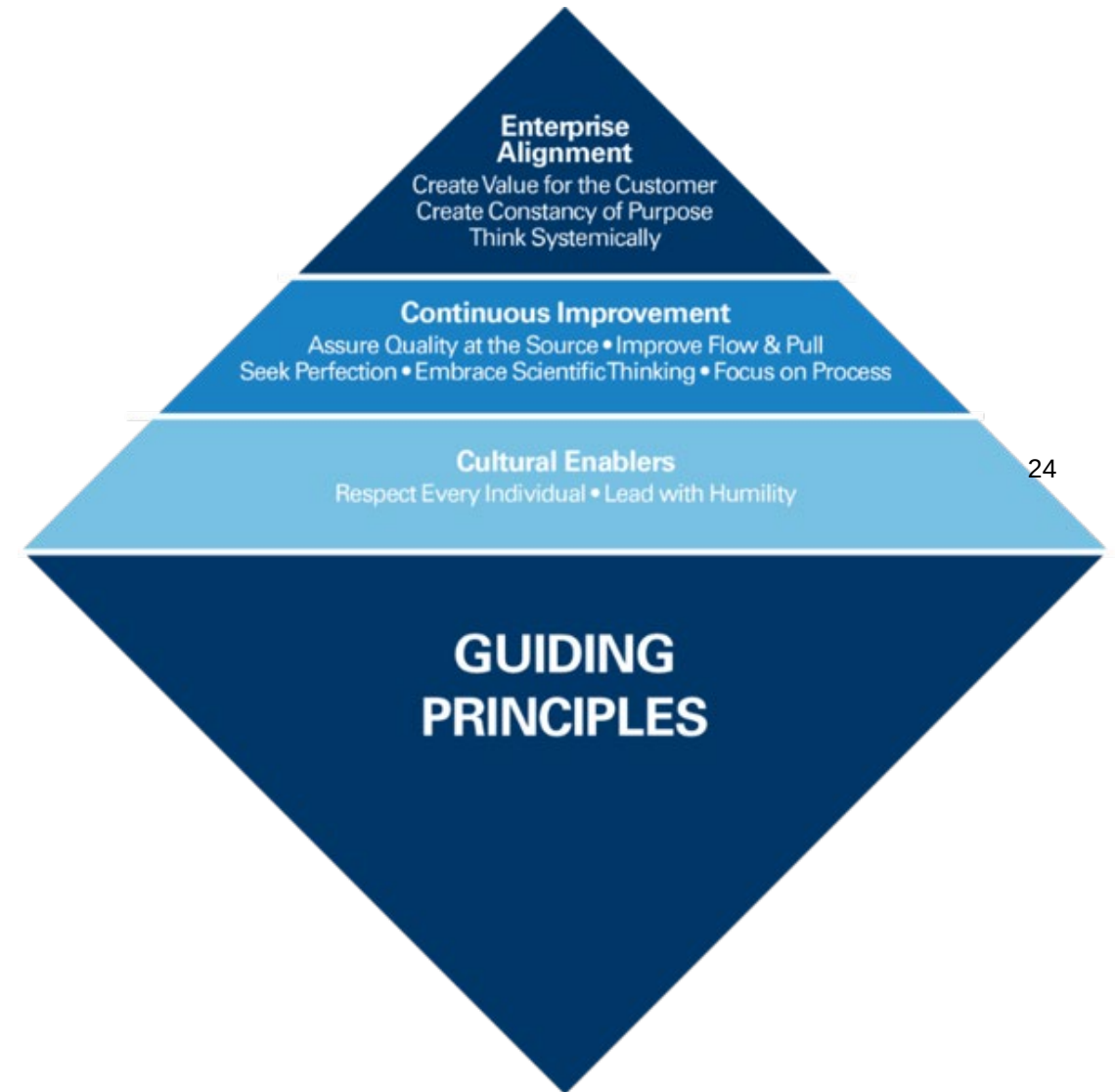
RivCoONE and RivCoWAY

Our Why

Riverside County wants to offer its residents a true, integrated service experience that will allow individuals to receive comprehensive, whole person support more efficiently than ever before.

Our Mission

RivCoONE is an innovative, person-centered approach to service in Riverside County that embraces a culture of caring and collaboration to enrich the complete, holistic needs of our individual residents, their families and communities.



Coming Soon: BOS Revised Resolution EO, RivCoONE

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

ITEM: 3.34
(ID # 17183)
MEETING DATE:
Tuesday, December 07, 2021

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES: Adoption of Resolution Number 2021-180, Initiation of the Development of an Integrated and Comprehensive County Health and Human Services System and Approval of a Coordinated Care Model; Approval of Legal Services Agreement with Foley & Lardner LLP, All Districts. [Total Cost \$90,000 (subject to additional compensation \$18,000) - Federal 55%, State 20%, Realignment 21%, County 4%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2021-180 Initiation of the Development of an Integrated and Comprehensive County Health and Human Services System and Approval of a Coordinated Care Model; and
2. Authorize the Assistant County Executive Officer – Human Services/Director of DPSS, or designee, to lead the initiative to fully develop the Integrated and Comprehensive County Health and Human Services System; and

Continued on page 2

ACTION: Policy


Sayan Balwin, DPSS Director 12/16/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 7, 2021
xc: DPSS

Kecia R. Harper
Clerk of the Board
By: 
Deputy

December 2021

Fall 2026

The updated resolution will reflect **RivCoONE's growth**, including:

- Integration of RivCoWAY principles²⁵
- Expands integrated services beyond Health & Human Services
- Stronger alignment with current governance and operational structures

RIVCOWAY

The What...

RivCoONE is the County's integrated service delivery model - our new way of doing business where the focus is person-centered versus program-centered.

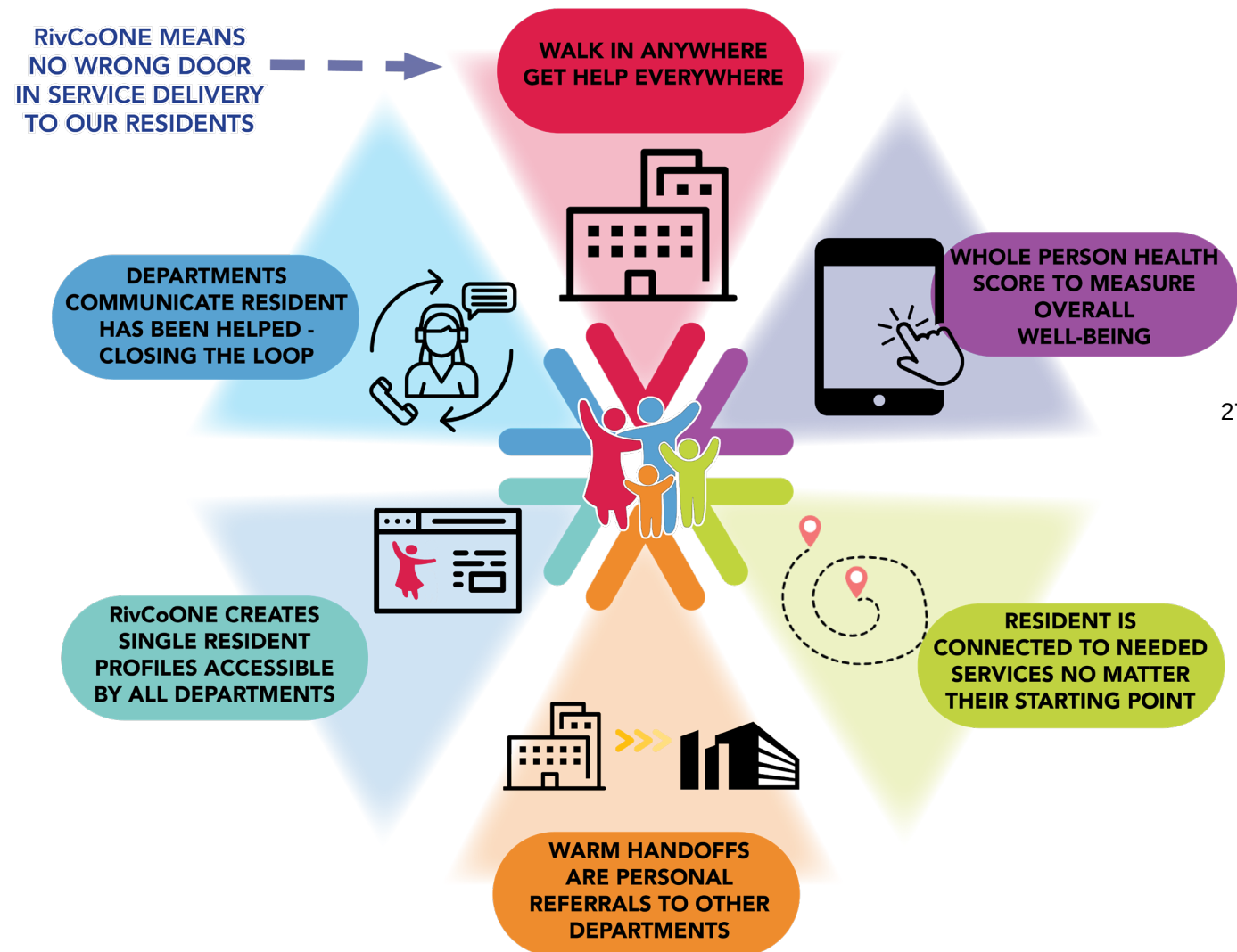
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The How...

RivCoWAY is how we lead and work to support RivCoONE and County strategic priorities - a culture that grows and sustains continuous improvement and operational excellence, grounded in the RivCoWAY model and principles.

Universal Registration & The RivCoONE End-to-End Process

How we better serve residents



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Who Is Involved?

Serving Residents

Riverside County Departments

Community Health Centers	●
Medical Center	●
Behavioral Health	●
Public Health	●
Child Support Services	●
Department of Public Social Services	●
First 5	●
Housing and Workforce Solutions	●
Office on Aging	●
Veterans Services	●

Probation*	●
Environmental Health	●
Assessor-Clerk- Recorder	●
Emergency Management	●
Fire	●
Treasurer-Tax Collector	●
Economic Development	●
Public Defender	●
District Attorney	●
Sheriff	●
Animal Services	●
Parks	●

Serving Residents by Serving Staff

Riverside County Internal Services

Information Technology	●
Human Resources	●
Facilities Management	●
Executive Office	●

KEY

- Department providing service in at least one site
- Department preparing to be a RivCoONE provider
- Department exploring opportunities to be a RivCoONE provider

*serving in all department sites

Who Is Involved?

Serving Residents

Riverside County CBO Partners

County Partner	Community-Based Organization	
Executive Office	Inland Social United Way - 211	●
Housing & Workforce Solutions	Path of Life Ministries	●
Office on Aging	Life Springs Home Nutrition	●
First 5	A Greater Hope Foundation for Children	●
First 5	Blindness Support Services	●
First 5	California Family Life Center	●
First 5	Family Services Association, Inc.	●
First 5	John F. Kennedy Memorial Foundation	●
First 5	Jurupa Unified School District	●
First 5	Reach Out West End	●
First 5	Soboba Band of Luiseno Indians	●
First 5	TODEC Legal Center Perris	●

KEY

- Department providing service in at least one site
- Department preparing to be a RivCoONE provider
- Department exploring opportunities to be a RivCoONE provider

*serving in all department sites



RivCoONE Connect Demonstration



The county-wide system for coordinating
resident care

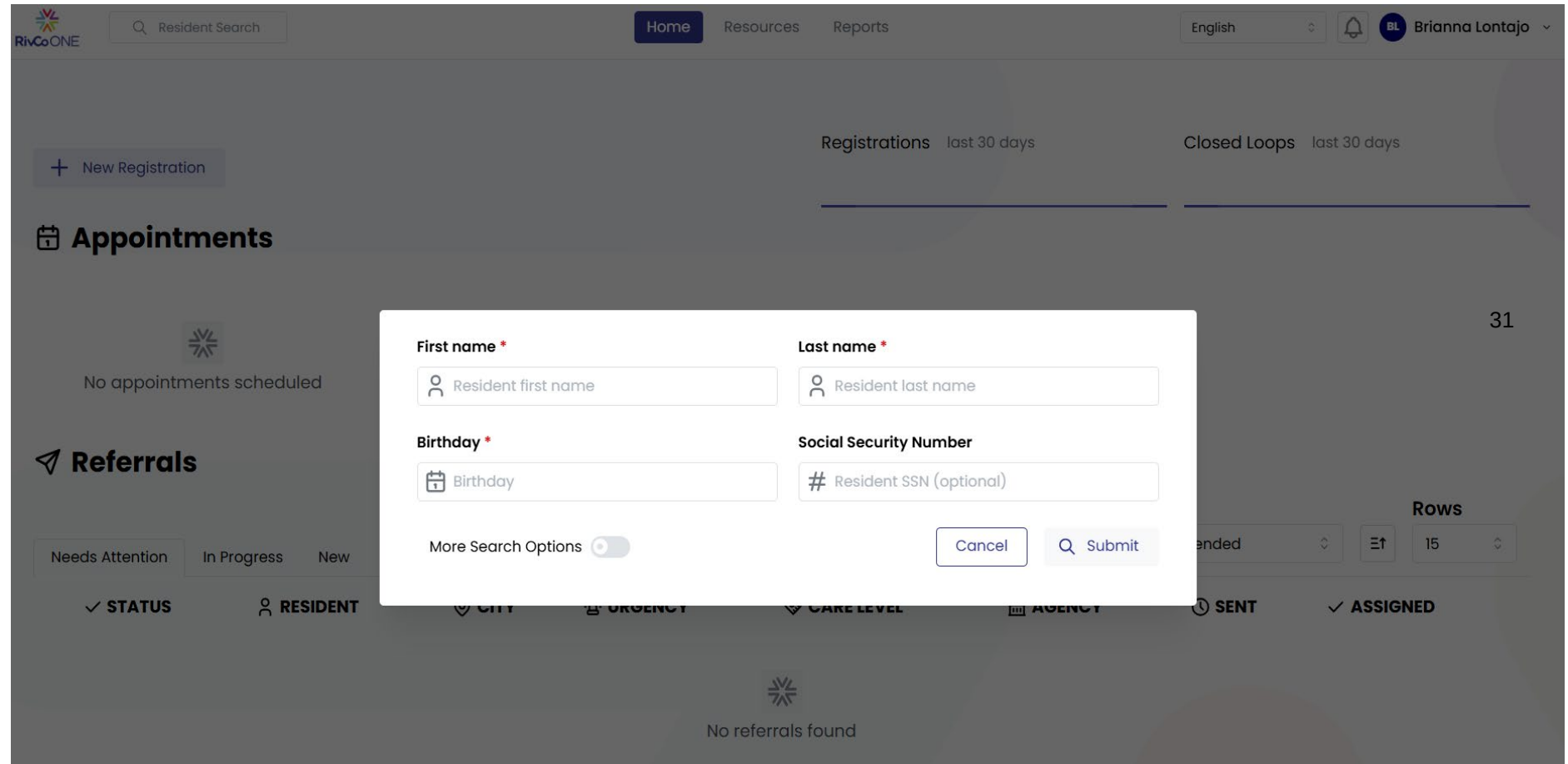
Register

Already started? [Continue Registration](#)

Find resources in my community [↗](#)

RivCoONE Connect Demonstration

Search for the resident first!



The screenshot displays the RivCoONE Connect web application interface. A search modal is open, allowing users to search for residents by first name, last name, birthday, and social security number. The background shows the main dashboard with sections for Appointments, Referrals, and a table of search results.

Search Modal Fields:

- First name ***:
- Last name ***:
- Birthday ***:
- Social Security Number**:

Buttons: More Search Options (toggle), Cancel, Submit

Background Interface:

- Top Navigation:** Home, Resources, Reports, English, User: Brianna Lontajo
- Search Bar:** Resident Search
- Buttons:** + New Registration
- Registrations:** last 30 days
- Closed Loops:** last 30 days
- Appointments:** No appointments scheduled
- Referrals:** No referrals found
- Table Headers:** STATUS, RESIDENT, CITY, URGENCY, CARE LEVEL, AGENCY, SENT, ASSIGNED
- Table Content:** Needs Attention, In Progress, New
- Footer:** Rows: 15

RivCoONE Connect Demonstration

Pull in information from additional County systems or begin a new registration.

- CalSAWS
- CMIPS
- LEAPS
- RTZ
- HMIS
- EPIC
- *Coming Soon - Apricot 360*

Demographics

Page 1 of 4

At what location are you filling this form out? *

Banning

What department is helping you with this form? *

Behavioral Health - Riverside University Health System

First Name *

[Redacted]

Middle Name (optional)

[Redacted]

Last Name *

[Redacted]

Birthday *

Month / Day / Year

[Redacted]

Social Security Number

Or Individual Tax Identification Number (ITIN)

###-##-####

Contact me by: *

☒ Phone

☐ Email

Continue →

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RivCoONE Connect Demonstration

The resident completes their Universal Registration

- Demographics
- Whole Person Health Score
- Authorization to Share Information

Get Started

[Save & Exit](#)

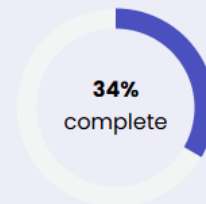
Getting the most from RivCoONE Connect

Agencies need certain pieces of information available to them to be able to quickly assess and understand your situation to determine appropriate service, but also your potential eligibility for each service. Completing this set of forms gives them the best chance of providing assistance to you quickly.

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Agencies won't be able to contact you until you've authorized it in the Disclosure Authorization form.

Complete Registration Submitting all the forms enables agencies to be able to provide you the best support.



Demographics

This information will help determine your eligibility for various public programs.

2

Whole Person Health Score

This information will help you identify your needs, and connect you to the right services.

3

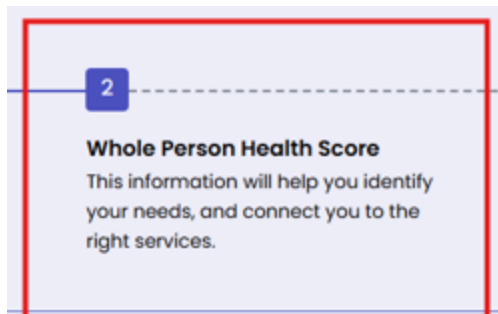
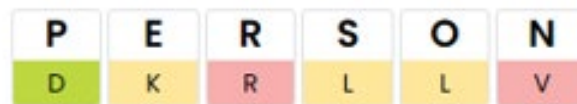
Disclosure Authorization

This will determine which agencies we have permission to share your information with to provide support.

[Start Whole Person Health Score →](#)

RivCoONE Connect Demonstration

What is the Whole Person Health Score?



Next Reassessment Due: Mar 16, 2027

What do these scores mean?

These six scores are a snapshot of your overall health. Some areas of health are easier to improve than others, but all are important together. Please review these results and recommendations with your physician.

A-F

Good

You are doing well in this area of health.

G-O

Fair

This area of health is likely impacting your overall well-being. Consider seeking additional support or help.

P-Z

Needs Improvement

This area of health is already impacting your overall well-being and needs immediate or continued attention.

NS

Not Scored

A question went unanswered. As a result, a score could not be calculated.

- **6-letter score** that provides a **snapshot of health** (each letter representing a different dimension):
 - Physical Health
 - Emotional Health
 - Resource Utilization
 - Socioeconomics
 - Ownership & Activation
 - Nutrition & Lifestyle
- **Letters range from A to Z** for each dimension (“A” being the best and “Z” being the worst)
- Based on a **28-question assessment**
- **Patient preference for letters over numbers**

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RivCoONE Connect Demonstration

Resident Profile

[Home](#) [Resources](#) [Reports](#)

Summer Time

DOB: 01/01/2000 Preference: Spanish

CARE LEVEL 3 ☐ ☐ ☐ ☐

2 • New 0 • Pending Contact 0 • In Assessment
0 • Saved 0 • Closed

P	E	R	S	O	N
D	K	R	L	L	V

Next Reassessment Due: Mar 16, 2027

[What do these scores mean?](#)

[View WPHS](#) >

Contact Information

Phone: (555) 555-5555 Preferred

Locations

Current Residence Primary

[Alessandro Heights, Riverside, CA, USA](#)

Household

No household members provided

Summary

Referrals

Services

Appointments

Documents

Profile Info 35

Forms

Team Chat

ConnectIE Resources

Open

Appointments >

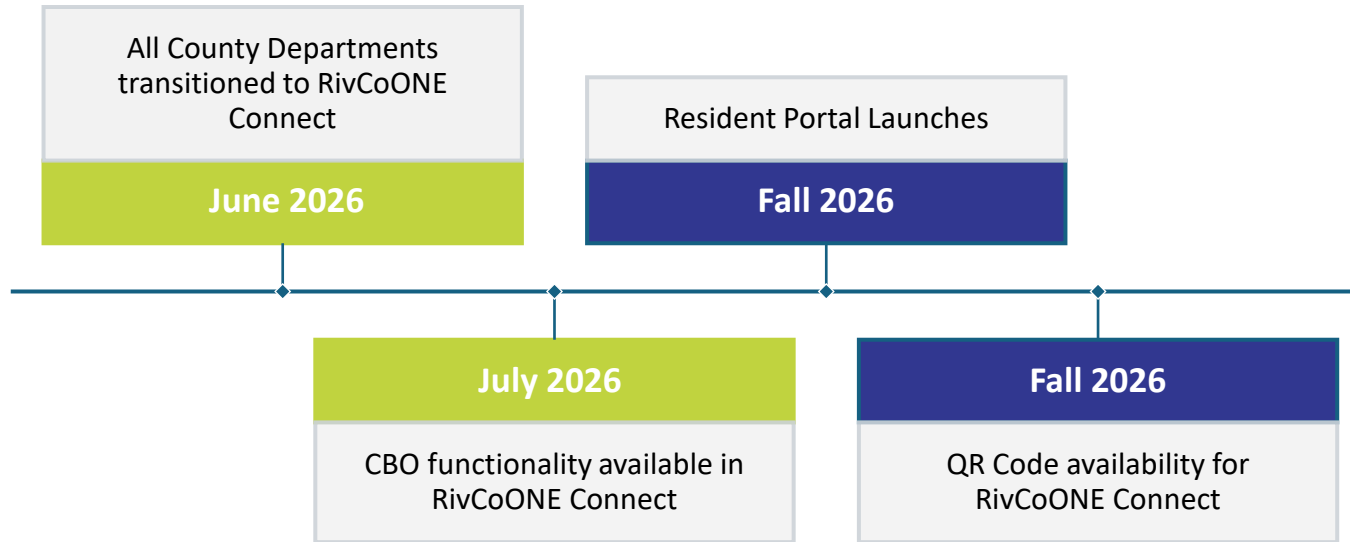
0 upcoming Appointments



No appointments scheduled

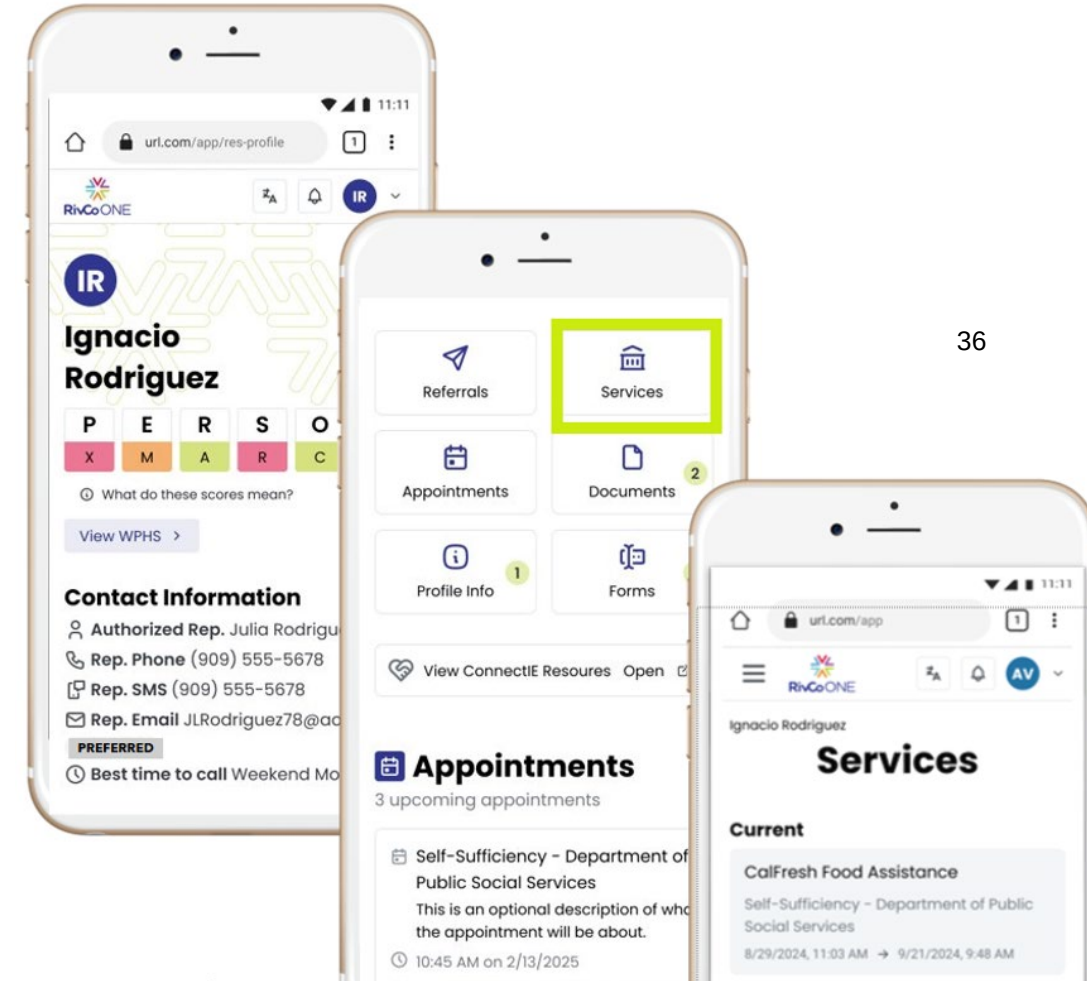
RivCoONE Connect

What's Coming?



Additional Improvements:

- Exploring enhancing chat for referrals
- Additional system testing & refinement



Whole Person Health Score By the Numbers

September 2023 – June 2026

130,003
Residents took the WPHS



50,013
Residents engaged in
service navigation



84,581
Agency interagency
referrals made to meet
residents' WPHS needs



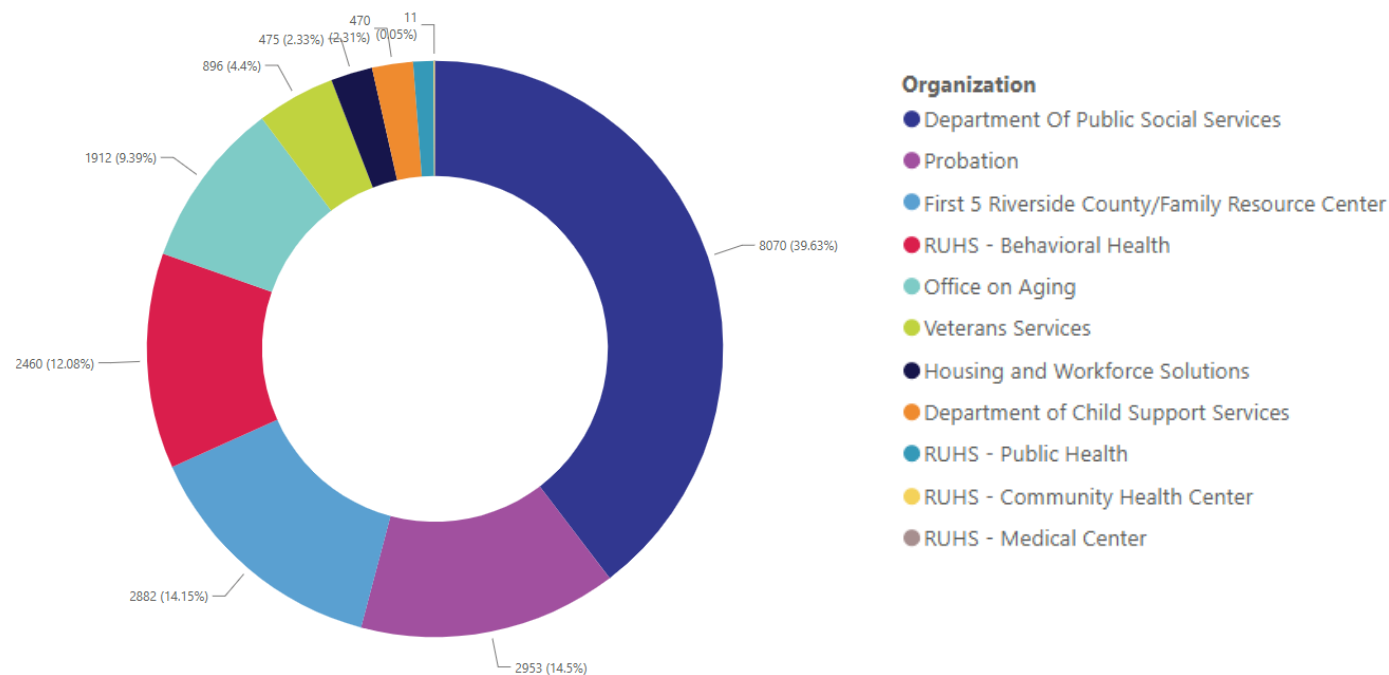
96%
residents who completed
the WPHS in EPIC
attended follow up
medical appointments



78%
residents consented to sharing
information with one or more
agency

FY 2025 – 2026 Impact

Countywide RivCoONE Universal Registrations



20,364

Universal Registrations

Were completed across the County from July 1, 2025 – June 30, 2026.

38

FY 2025 – 2026 Impact



Connecting families to the right support, at the right time.

2,882

Universal Registrations

14% of all Countywide registrations (20,364) were completed by First 5

2,084

Referrals Received

First 5 is a major service destination

1,200

Unique Individuals Enrolled

In First 5 services and programs

39

First 5 is a key entry point into RivCoONE



2,882

Universal Registrations Complete



563

Referrals Sent to County Services

Opportunity: Continue strengthening how identified needs translate into appropriate connections across County services and community supports. The addition of community supports matters because First 5 isn't supposed to route every need into another County department.

Families are open to coordinated support

Authorized ≥1 Department

First 5



Countywide



Full Authorization

First 5



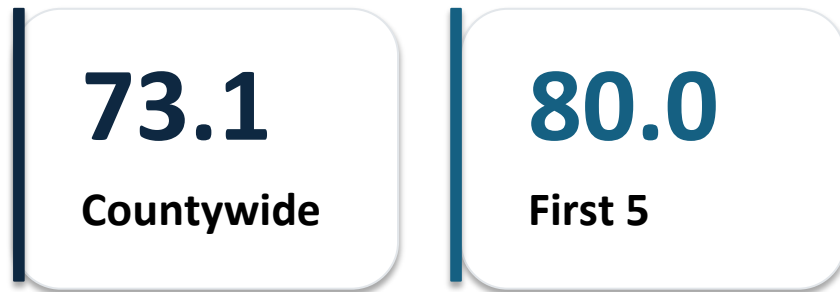
Countywide



First 5 families report greater overall well-being



Average WPHS Composite Score



Even with higher overall well-being, families continue to identify specific needs that can affect household stability.

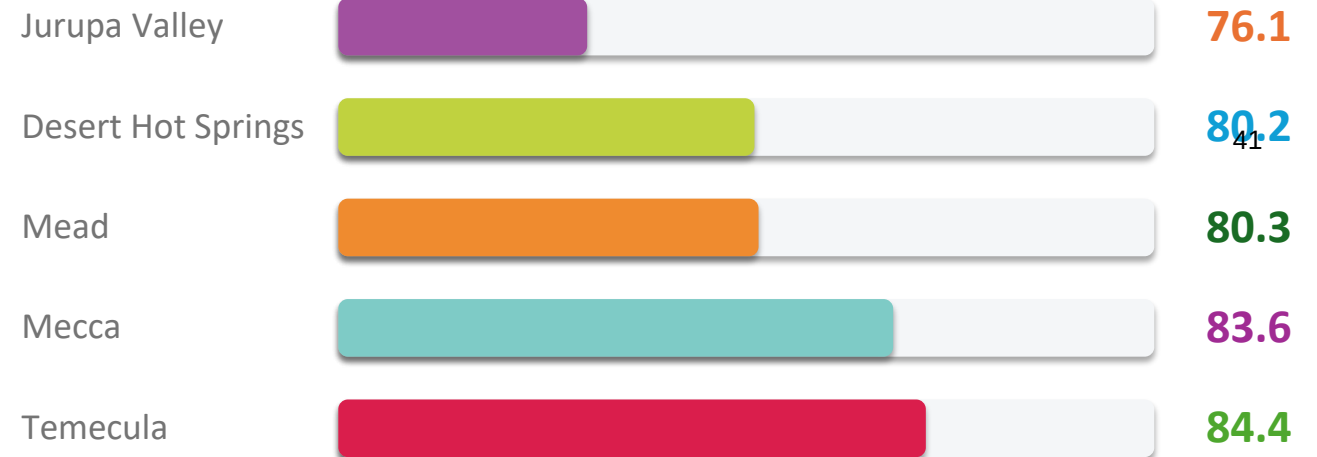
Top Needs Referred by First 5

Utility Bills

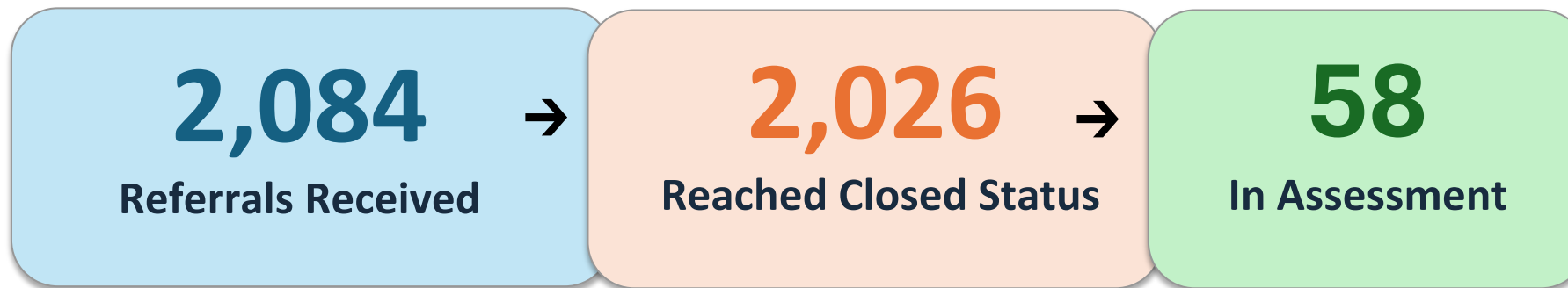
Food

Housing

WPHS Composite by First 5 Family Resource Center



When families are referred to First 5, the referral receives a response



First 5 received nearly **4** referrals for every **1** referral it sent.
2,084 received vs. 563 sent

97% First 5 referrals received reached a closed status.

63% Countywide referrals received reached a closed status.

A referral is more powerful when it comes with a connection

With Warm Handoff

89%

Enrolled in Service or Program

798 Enrolled | 100 Lost to follow-up

11% Lost to Follow-up

Without Warm Handoff

49%

Enrolled in Service or Program

412 Enrolled | 437 Lost to follow-up

51% Lost to Follow-up

43

The data suggests that how we connect families matters.

Percentages compare Client Enrolled vs. Lost to Follow-Up among the two reported outcome categories. Association does not establish causation.

RivCoONE extends First 5's reach beyond a single program



1,200

Unique Individuals enrolled in
First 5 services or programs

100

Unique Individuals enrolled in
other County services following a
First 5 referral

44

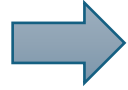
First 5 is helping families move from identified needs to meaningful connections and enrollment in services and supports.

TAKE THE WHOLE PERSON HEALTH SCORE ASSESSMENT!

- Please use the QR Code or URL to access the WPHS Test Link

<https://isd.countyofriverside.us/rivcoonet/est/start.html?survey=wphs>





Our 2027–2030 Strategic Plan commits First 5 Riverside to advancing RivCoONE as part of an integrated family-serving system.



Trusted access for families

- Use our Family Resource Centers and family-serving programs as places where families can enter, navigate and connect across systems.



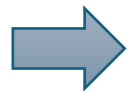
Community Infrastructure

- Bring First 5's funded providers, partnerships and community reach into the RivCoONE network.



Strategic Investment

- Align First 5 resources with⁴⁶ the infrastructure, partnerships and practices that strengthen warm handoffs, closed-loop referrals and coordinated services.



The measure of success is not how visible RivCoONE is to families — it is how invisible the seams between systems become.



Connecting People. Improving Lives.

Questions?



Connecting People. Improving Lives.

Resource Slides



RivCoONE Connect Updates

Connecting People. Improving Lives.

User Metrics



460

Active Users
Creating WPHS

Agencies

Probation

DCSS

HWS

RUHS

First 5

DPSS

Veterans

OOA



What's in RivCoONE Connect Today?



Create resident profiles (Universal Registration, Whole Person Health Score, Disclosure Authorization)



Create & send referrals with goals; Manage referrals using a dashboard



Search using data from START, CalSAWS, CMIPS, and LEAPS, RTZ, Epic, and HMIS



Waiting Room; Manual Merge; SSN in search



Onboarded CBOs – LifeSpring Home Nutrition, Path of Life Ministries, Inland SoCal United Way 211

What is coming to RivCoONE Connect Next?



Resident Portal
Coming Soon



Smart AI for
Referrals



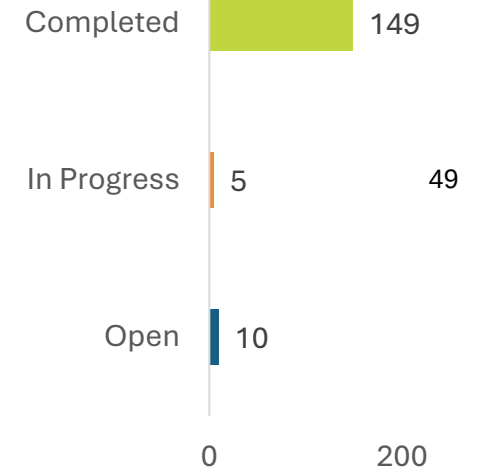
Non-Registered
WPHS



UI/UX Audit



ServiceNow Metrics



10 open tickets due to incomplete registrations and/or consent not given to agency receiving the referral



BOARD OF SUPERVISORS

RivCoONE Message



Board of Supervisors' RivCoONE Message
RivCoNOW



RivCoONE

Connecting People. Improving Lives.

5:12 / 5:15

50



Governance Structure

Connecting leadership, strategy, and operations to drive RivCoONE implementation.

Executive Sponsors			
Board of Supervisors			
Policy Council			
Kim Britt	Jeff Van Wagenen	Jennifer Cruikshank	
Sarah Franco	Juan Perez	Michelle Paradise	
Don Kent		Charissa Leach	
Policy Council Ad-Hoc			
Minh Tran		Lekisha Reese	
Liaison: Tammi Graham – RivCoOne Director			
Strategy Council			
System of Governance	Community Partnership	Multi-Disciplinary Care Coordination	Integrated Data System
<u>Executive Sponsor:</u> Michelle DeArmond	<u>Executive Sponsor:</u> Natalie Rivera	<u>Executive Sponsor:</u> Charity Douglas	<u>Executive Sponsor:</u> Martin Perez
<u>Executive Office Liaison:</u> Jennifer Cruikshank	<u>Executive Office Liaison:</u> Kim Britt	<u>Executive Office Liaison:</u> Charissa Leach	<u>Executive Office Liaison:</u> Sarah Franco
Michelle DeArmond Shondi Miller* Heidi Marshall Brooke Federico	Natalie Rivera Charna Widby Deborah Johnson	Charity Douglas Kim Saruwatari* Jonelle Morris	Martin Perez Dan Bates* Brandon Jacobs Robert Fish
Liaison: Barbara Andrade DuBransky	Liaison: Alisha Conover	Liaison: Piera Causley	Liaison: Brianna Lontajo
Operations Council			
System of Governance	Community Partnership	Multi-Disciplinary Care Coordination	Integrated Data System
Melissa Charolla Greg Rodriguez Dean Veith	Janine Moore Joseph Doty Lupita Andrade	Ralph Duarte Ben Slagter Danielle Huntsman Ryan Uhlenkott	Marshare Penny Selvi Piramanayagam Michael Knight
Liaison: Desiree Cruz Joni Colburn	Liaison: Victor Lopez Janine Moore	Liaison: Shannan Bates Sumaiya Mahjabin Renee Skidmore	Liaison: Ha-young Park Luis Garcia

- E. **Consent Items — Supervisor Chuck Washington, Chair** (A copy of all Consent Items and attachments can be viewed at www.First5Riverside.org and at the Commission Business Office)
- E.1. Approve First 5 Riverside County Draft Commission July 8, 2026 Meeting Minutes



MINUTES
FIRST 5 RIVERSIDE COUNTY
Commission Regular Meeting
Wednesday, July 8, 2026
2:00 PM

First 5 Riverside County
585 Technology Court
Riverside, California 92507

Commissioners Present: Supervisor Chuck Washington, Jose Campos, Charity Douglas, Elizabeth Romero (left the meeting at 2:45 p.m.), Kimberly Saruwatari, Takashi Wada (arrived at 2:07 p.m.), and Zachary Ginder.

Commissioners Absent: Edwin Gomez and Cheryl-Marie Hansberger

Administrative Staff Present: Charna Widby, Executive Director; Ben Slagter, Assistant Director; Patricia Perez, Deputy Director; Lynn Stephens, Executive Assistant IV; Carol Abella, Regional Manager; Larissa Wills, Regional Manager; Charity Webb, Regional Manager; Estella Briseno, Regional Manager; Maria Machuca, Regional Manager; Alicia Corona, Regional Manager; Seraphina Hui Wang, Principal Accountant; Sean Pravica, Senior Public Information Specialist; Michelle Rodriguez, Public Information Specialist; Martina Guevara, Commission Coordinator; Steve Hernandez, Administrative Services Analyst II

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

A. Call to Order – Supervisor Chuck Washington, Commission Chair

1. Pledge of Allegiance — Led by Chair Washington
2. Roll Call — Conducted by Ms. Stephens, Executive Assistant IV
Commissioner Wada was not present at roll call.
Commissioners Gomez and Hansberger were absent. A quorum was established.

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 — Charna Widby, Executive Director; Ben Slagter, Assistant Director; Patricia Perez, Deputy Director

Ms. Widby provided updates on the ribbon cuttings for the Jan Peterson Child Development Center in Moreno Valley and the Lakeland Village Childcare Center. She also provided an update on the upcoming opening of the French Valley Early Learning Center on August 8. Ms. Widby highlighted the Proposition 64 Public Health and Safety Grant Award. She noted that it is the only award specifically focused on early childhood and a collaborative countywide continuum of services. She

concluded with updates on Mother's Day events and baby showers held across Family Resource Centers.

(Commissioner Wada arrived at 2:07 p.m.)

Mr. Slagter provided updates on the Quality Start Region 9 Summit, hosted by First 5 under the theme "United for Quality: Commitment, Collaboration, Celebration," at the RCOE Conference Center. He also shared highlights from his presentation at the Partnerships for Well-Being Institute at UC Davis, which he attended with Rachel Zorn from the Office of Child Abuse Prevention. Mr. Slagter also reported that former First 5 Executive Director Tammi Graham received the Individual Collaboration and Integration Award.

2. Public Information Report — Sean Pravica, Senior Public Information Specialist and Michelle Rodriguez, Public Information Specialist

Ms. Rodriguez presented an overview of the Mecca Splash Water Safety Event, highlighting the Commission's drowning prevention and water safety outreach efforts. She reported that attendees registered for swim lessons, one of the event's primary objectives. Ms. Rodriguez also reported that water safety billboards were installed in each district and were displayed throughout June and early July.

Chair Washington asked whether drowning and near-drowning data are being tracked in a manner that allows the Commission to evaluate outcomes.

Commissioner Romero asked about the heat-related campaign and whether First 5 planned to bring it back this year. Ms. Widby confirmed that First 5 planned to continue the campaign this year.

3. Commissioner Comments

Commissioner Douglas expressed her appreciation for the Commission's accomplishments, particularly First 5 Riverside County's award of Proposition 64 funding. She commended First 5 staff for their intentional implementation of the Strategic Plan and thanked staff for their continued effort.

Chair Washington shared a story about the impact of Transitional Kindergarten (TK) on home-based preschool providers and noted the importance of continuing the conversation around services for children ages 0–5.

- D. **Presentations/Information Item – Supervisor Chuck Washington, Chair** (A copy of all Presentation/Information Items and attachments can be viewed at www.First5Riverside.org and at the Commission Business Office)

1. Presentation of Champion for Children Awards to Sophia Williams and Samudra Leitan — Sean Pravica, Senior Public Information Specialist

Mr. Pravica provided background on the awards and introduced the first Champion for Children, Ms. Leitan, as the recipient of the award in the Making a Difference category. Ms. Widby presented the award to Ms. Leitan.

Ms. Leitan provided an overview of her work supporting children who are deaf and/or hard of hearing. She emphasized the importance of patience, compassion, and careful observation in supporting children to achieve their goals.

Mr. Pravica introduced the Leading the Way category and invited Mr. Slagter to introduce Ms. Williams. He highlighted her work and presented her with the Leading the Way Award.

Ms. Williams provided an overview of her work, highlighted the importance of supporting Black youth in foster care, and recognized the community partnerships that helped establish the Healthy Crownz initiative. She shared how the program provides hair care education, empowerment, and support to foster youth and caregivers, serving more than 100 youth annually since 2023. She expressed appreciation for community partners, the Racial Disproportionality and Disparity Workgroup, and individuals dedicated to improving outcomes for Black children in care.

2. Countywide Early Childhood Indicators: Trends Informing the Strategic Plan — Elle Law, Epidemiologist, Riverside University Health System — Public Health

(Commissioner Romero left the meeting at 2:45 p.m.)

Ms. Law presented countywide early childhood indicators related to healthcare access, prenatal and birth outcomes, infant mortality, and drowning, including geographic trends and changes in Medi-Cal enrollment and drowning-related 911 calls.

Commissioner Wada asked whether the decline in Medi-Cal enrollment was related to changes in Medi-Cal eligibility or other factors impacting enrollment. Vice Chair Campos requested data showing how many families later reenrolled after being disenrolled from Medi-Cal and whether similar data was available regarding SNAP benefits. Ms. Law noted that dashboards are available showing aggregate enrollment data; however, the information is not available by specific age groups or demographics. Chair Washington asked about the use of census tract versus ZIP code data. Ms. Law explained that more granular data are available for some analyses, but privacy protections limit the level of detail that can be publicly reported. Chair Washington emphasized the importance of using the most detailed available data for planning purposes.

Commissioner Ginder also discussed infant mortality and potential considerations for prevention priorities. Ms. Law noted that 2025 infant mortality data are preliminary and undergoing additional analysis. Mr. Slagter highlighted sleep-related infant deaths and ongoing work with RUHS-Public Health and DPSS using this data to inform future investments.

Ms. Widby noted that the data analysis has helped identify service gaps, changing community needs, and underserved areas throughout the county. The information is being used to guide future procurement strategies, strengthen existing partnerships, and inform strategic plan investments by targeting resources where they are most needed.

- E. **Consent Items – Supervisor Chuck Washington, Chair** (A copy of all Consent Items and attachments can be viewed at www.First5Riverside.org and at the Commission Business Office)

Ms. Bell-Valdez noted that Chair Washington had a conflict on Consent Item 26-24. That item was pulled from the consent block and considered separately.

1. Approve First 5 Riverside County Draft Commission May 13, 2026 Meeting Minutes
2. **26-21:** Approve and Ratify Third Amendment with Sidekick Solutions LLC for Technical Assistance from July 1, 2025 - June 30, 2027 (**CONTRACT NO. CF25129**) [**\$381,621 - PROP 10 FUNDS**]

3. **26-22:** Approve Contract with Loma Linda University Children's Hospital for Help Me Grow Inland Empire from July 8, 2026 – June 30, 2027 (**CONTRACT NO. CF26150**) [**\$275,000 - PROP 10 FUNDS**]
4. **26-23:** Approve Second Amendment to Memorandum of Understanding with Facilities Management - Real Estate for the Mead Valley Family Resource Center from October 1, 2026 - September 30, 2029 (**MOU NO. FM30.419**) [**AMOUNT NOT-TO-EXCEED \$475,000 - DPSS FAMILY RESOURCE CENTER FUNDS**]
5. **26-24:** Approve Acceptance of Riverside County Third District Unincorporated Communities Initiative (UCI) Funds for Drowning Prevention Services [**AMOUNT NOT-TO-EXCEED \$80,000 - UNINCORPORATED COMMUNITIES INITIATIVE FUNDS**]
6. **26-25:** Approve and Ratify Third Amendment with Inland Southern California United Way, Inc. for Guaranteed Income Pilot Program from October 25, 2023 - September 30, 2026 (**CONTRACT NO. CF24136**) [**\$2,563,871.12 - PROP 10 FUNDS**]
7. **26-26:** Approve First Amendment with Imagine Los Angeles Inc. for Benefit Navigator Platform Licenses from July 1, 2026 - June 30, 2027 (**CONTRACT NO. CF25145**) [**\$67,500 - PROP 10 FUNDS**]
8. **26-27:** Approve FY 2026/2027 First 5 Riverside County Updated Vendor List for Vendors Over \$50,000

Commissioner Saruwatari moved to approve Consent Items 1 through 4 and 6 through 8 as presented. Commissioner Campos seconded the motion.

- **Ayes:** (6) Washington, Campos, Douglas, Ginder, Saruwatari, and Wada
 - **Nays:** (0)
 - **Recused:** (0)
 - **Absent:** (3) Gomez, Hansberger, and Romero
- Quorum maintained. Motion carried.**

Chair Washington recused himself from Consent Item 26-24 due to a conflict of interest, and left the meeting room at 3:20 p.m. before the discussion and vote on the item.

26-24: Approve Acceptance of Riverside County Third District Unincorporated Communities Initiative (UCI) Funds for Drowning Prevention Services [**AMOUNT NOT-TO-EXCEED \$80,000 - UNINCORPORATED COMMUNITIES INITIATIVE FUNDS**]

Commissioner Ginder moved to approve Consent Item 26-24 as presented. Commissioner Douglas seconded the motion.

- **Ayes:** (5) Campos, Douglas, Ginder, Saruwatari, and Wada
 - **Nays:** (0)
 - **Recused:** (1) Washington
 - **Absent:** (3) Gomez, Hansberger, and Romero
- Quorum maintained. Motion carried.**

Chair Washington returned to the meeting room at 3:21 p.m.

F. Presentation/Public Hearing/Action Item(s) – Supervisor Chuck Washington, Chair (A copy of all Presentation/Public Hearing/Action Item(s) and attachments can be viewed at www.First5Riverside.org and at the Commission Business Office)

1. Conduct a Public Hearing and Adopt First 5 Riverside County Children and Families Commission Strategic Plan Refinement for 2027 through 2030, Pursuant to the California Children and Families Act, Health and Safety Code Section 130140 and Riverside County Ordinance 784 — Charna Widby, Executive Director

Ms. Widby and Mr. Slagter presented the 2027–2030 Strategic Plan refinement, including the four goal areas and the data and implementation experience informing the refinement. Staff recommended that the Commission conduct the public hearing, consider any proposed changes, and take action on adoption.

- a. **Public Hearing:** First 5 Riverside County Children and Families Commission Strategic Plan Refinement for 2027 through 2030 – Supervisor Chuck Washington, Chair

Chair Washington opened the public hearing at 3:25 p.m. Hearing no public comments, Chair Washington closed the public hearing at 3:26 p.m.

Commissioners expressed support for the Strategic Plan refinement and discussed community and public-agency partnerships, foundational infrastructure, upstream prevention, and the plan’s actionable approach.

- b. **26-28:** Adopt First 5 Riverside County Children and Families Commission Strategic Plan Refinement for 2027 through 2030 – Supervisor Chuck Washington, Chair

*Commissioner Saruwatari moved to adopt Action Item 26-28 as presented.
Commissioner Douglas seconded the motion.*

- **Ayes:** (6) Washington, Campos, Douglas, Ginder, Saruwatari, and Wada
 - **Nays:** (0)
 - **Recused:** (0)
 - **Absent:** (3) Gomez, Hansberger, and Romero
- Quorum maintained. Motion carried.**

Ms. Widby shared upcoming agenda items, including procurement requests to begin implementing the new Strategic Plan, the annual audit, the annual report, and policy recommendations. Chair Washington inquired about the RivCoONE presentation, and Ms. Widby responded that Tammi Graham would present to the Commission. Chair Washington noted the connection between the Strategic Plan and RivCoONE and discussed the importance of data sharing, collaboration, and partnerships across County departments and with external agencies.

Commissioner Douglas thanked Ms. Widby and staff for their leadership and ongoing efforts, noting appreciation for the Commission’s focus on prevention and the visible impact of its work.

G. Future Agenda Items:

1. HealthySteps Presentation
2. First 5 Riverside County Communications Plan
3. Riverside County Office of Education Presentation
4. RivCoONE Presentation
5. First 5 Riverside County Annual Report Presentation and Public Hearing
6. First 5 Riverside County Annual Audit Presentation and Public Hearing
7. First 5 Riverside County Capital Assets Policy

- H. **Adjournment:** The meeting was adjourned at 3:33 p.m. to the next Regular Meeting of the Riverside County Children and Families Commission to be held on September 9, 2026, 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.

E.2.Approve First 5 Riverside County 2027 Commission Meeting Schedule



Commission Members	Advisory Committee Members	Commission Administrative Staff
Chuck Washington County Supervisor, Dist. III (Chair)	Antonia Eli Mast, Dist. II (Chair)	Charna Widby, Executive Director
Jose Campos, Dist. II (Vice Chair)	Agam Patel, Dist. IV (Vice Chair)	Ben Slagter, Assistant Director
Zachary Ginder, PsyD, MSW, Dist. I	Kari Middleton-Hendrix, Dist. IV	Patricia Perez, Deputy Director
Edwin Gomez, Ed.D., Ord. 784.11	Saovaros Diehl-Hope, Dist. V	Lynn Stephens, Executive Assistant IV
Kimberly Saruwatari, Ord. 784.11	Angel Anton, Dist. III	Martina Guevara, Commission Coordinator
Charity Douglas, Ord. 784.11	Helena Lopez, Dist. V	Kristine Bell-Valdez, Supervising Deputy County Counsel
Takashi Wada, MD, MPH, Dist. III	Neftali Galarza-Toledo, Dist. I	
Elizabeth Romero, Dist. IV	Jennifer Briseño, Dist. I	
Cheryl-Marie Hansberger, Ed.D., Dist. V	Jackie Steed, Dist. III	
Alternate Commissioner Jose Medina, Dist. I	Audrie Echnoz, Dist. II	

The Commission's 2027 regular meetings are scheduled below. Meetings are generally held on the second Wednesday of the scheduled month, except the January meeting, which will be held on the third Wednesday, and the October meeting, which will be held on the fourth Wednesday. Regular Commission meetings begin at 2:00 p.m. unless otherwise noticed. Meetings will be held at First 5 Riverside County Children & Families Commission, 585 Technology Court, Riverside, California 92507. **Special meetings, if any, will be noticed in accordance with the Brown Act. Closed sessions may be agendized as needed. Meeting dates may be modified, with notice provided as required by law.**

2027 Commission Meeting Schedule

Wednesday, January 20, 2027 (3 rd Wednesday)	First 5 Riverside County
Wednesday, March 10, 2027	First 5 Riverside County
Wednesday, May 12, 2027	First 5 Riverside County
Wednesday, July 14, 2027	First 5 Riverside County
Wednesday, September 8, 2027	First 5 Riverside County
Wednesday, October 27, 2027 (4 th Wednesday)	First 5 Riverside County

E.3.**26-29:** Approve Contract with Health Management Associates, Inc. (HMA) for Medical, Systems Integration, and Strategic Implementation Technical Assistance from October 1, 2026 – June 30, 2027 (**CONTRACT NO. CF27102 CHD**) [**\$120,000 – PROP 10 FUNDS**]



AGENDA ITEM: 26-29

DATE OF MEETING: September 09, 2026

ACTION: ☒

INFORMATION: ☐

**APPROVE CONTRACT WITH HEALTH MANAGEMENT ASSOCIATES, INC. (HMA)
FOR MEDI-CAL, SYSTEMS INTEGRATION, AND STRATEGIC
IMPLEMENTATION TECHNICAL ASSISTANCE
FROM OCTOBER 1, 2026 - JUNE 30, 2027
(CONTRACT CF27102 CHD) [\$120,000 – PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve Contract CF27102 with Health Management Associates, Inc. (HMA) for an amount not to exceed \$120,000, effective October 1, 2026 - June 30, 2027, to provide ongoing technical assistance and strategic guidance for managed care engagement and quality improvement.

BACKGROUND

HMA's prior work has supported First 5 Riverside County's managed care plan engagement, home visiting systems integration, and sustainability planning. The proposed contract builds on this prior work while shifting emphasis toward implementation and sustainability, including HealthySteps sustainability, Medi-Cal managed care engagement, value-based payment readiness, shared measurement, home visiting systems integration, and infrastructure needed to support the Commission's 2027–2030 Strategic Plan.

July 9, 2025 (Action Item 25-30): The Commission approved Contract CF25143 with HMA for technical assistance related to Home Visiting Coordination, Managed Care Planning Partnership, and Strategic Plan Support.

May 10, 2023 (Action Item 23-24): The Commission approved Contract CF24108 with HMA to expand support as subject matter experts across multiple investments and to guide sustainability planning.

The applicable Assembly Bill 339 review for proposed Contract CF27102 is currently underway and must be completed prior to execution of the contract.

RECOMMENDED ACTION

That the Commission:

1. Approve Contract CF27102 with Health Management Associates, Inc. and authorize an amount not to exceed \$120,000 for the period of October 1, 2026 - June 30, 2027; and authorize the Executive Director to execute the contract on behalf of the Commission, subject to completion of applicable Assembly Bill 339 requirements and County Counsel approval as to form; and
2. Authorize the Executive Director, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments that exercise the options of Contract CF27102, 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 adopted FY 2026/2027 budget.
(527980-25800-938001-92945)

STRATEGIC PLAN RELEVANCE

Goal Area 2 - Comprehensive Health & Development (92945)

POTENTIAL CONFLICTS OF INTEREST

None Known

ATTACHMENT

1. CF27102 Health Management Associates, Inc.

CONTRACT FOR PROFESSIONAL SERVICES

Contract No. CF27102

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 **10/01/2026** and shall be completed on or **before 06/30/2027**, 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 **\$120,000** 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:

Charna Widby
Executive Director
First 5 Riverside County
585 Technology Court
Riverside, CA 92507

CONTRACTOR:

Kelly Johnson
Chief Administrative Officer
Health Management Associates, Inc.
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:
Charna Widby, 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 #: CF27102
Term: 10/01/2026 – 06/30/2027

CONTRACTOR shall, under the direction of the Executive Director of the Riverside County Children and Families Commission provide services in accordance with the specifications and scope of work identified in this Attachment A.

HMA will provide technical assistance and support to First 5 Riverside County from October 1, 2026 through June 30, 2027. The scope of work is designed to provide First 5 Riverside County with flexible access to HMA's expertise throughout the contract term, including project management and coordination, strategic guidance and technical assistance, and travel as needed to support the work.

Scope of Work Details:

Provide ongoing technical assistance, and strategic guidance for managed care engagement and quality improvement:

- Develop a strategic framework to support HealthySteps partner sites and future sites successfully implement and sustain the program, including providing targeted technical assistance and capacity-building strategies.
- Provide support through targeted technical assistance to First 5 Riverside County contracted partners.
- Provide technical assistance for engaging Medi-Cal Managed Care Plans (MCPs).
- Assist in readiness for value-based payment opportunities in prevention.
- Recommend shared metrics and data sharing tools that support MCP collaboration.

Respond to First 5 Riverside County requests for support or assistance:

- 2027-2030 Strategic Plan Implementation: Provide technical advisement on infrastructure and policy change strategies necessary to support 2027-2030 Strategic Plan implementation.
- Home Visiting and Systems Integration: Provide technical assistance, updates and reviews of existing programs and identifying opportunities for sustaining home visiting systems integration.
- Backbone Infrastructure and Technology Evaluation: Assess options for backbone infrastructure to support coordinated intake, financing, evaluation, workforce development, and overall administration.

ATTACHMENT B: BUDGET

FISCAL YEAR 2026-2027		
Category	Description	Amount
Operational Expenses	Technical Assistance & Support	\$115,000
Operational Expenses	Travel	\$5,000
		\$120,000

E.4.**26-30:** Approve the First Amendment with The Children's Partnership (TCP) for the Strengthening Early Childhood in Medi-Cal Project to Extend the Contract through April 30, 2027, and Increase the Contract Amount to \$100,000 (**CONTRACT NO. CF26144 CHD) [\$100,000 – PROP 10 FUNDS]**



AGENDA ITEM: 26-30

DATE OF MEETING: September 09, 2026

ACTION: ☒

INFORMATION: ☐

**APPROVE THE FIRST AMENDMENT WITH THE CHILDREN'S PARTNERSHIP (TCP) FOR
THE STRENGTHENING EARLY CHILDHOOD IN MEDI-CAL PROJECT
TO EXTEND THE CONTRACT THROUGH APRIL 30, 2027, AND INCREASE THE
CONTRACT AMOUNT TO \$100,000
(CONTRACT NO. CF26144 CHD)
[\$100,000 – PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve the First Amendment to Contract CF26144 with The Children's Partnership (TCP) to extend the contract term from September 30, 2026, through April 30, 2027, and increase the contract amount by \$50,000, from \$50,000 to an amount not to exceed \$100,000. The additional funding will support the second phase of The Children's Partnership's Strengthening Early Childhood in Medi-Cal project, including synthesis of stakeholder findings and refinement of policy recommendations.

BACKGROUND

The Children's Partnership's Strengthening Early Childhood in Medi-Cal project provides Riverside County and the broader Southern California region with valuable implementation insights, stakeholder feedback, and actionable recommendations to improve early childhood Medi-Cal access, engagement, navigation, care coordination, and service delivery. This work supports both regional and statewide learning through research, stakeholder engagement, convenings, synthesis of findings, and development of recommendations that enhance early childhood systems of care.

Phase 1 focuses on stakeholder engagement and identification of regional implementation themes; Phase 2 will translate those findings into a listening session report, refined policy recommendations, and a plan for informing future Medi-Cal policy and implementation. This Amendment authorizes the second phase of the project by extending the contract term through April 30, 2027, and increasing the contract amount by \$50,000. Phase 2 will continue to utilize a milestone-based payment structure, ensuring compensation is tied to the successful completion of the deliverables outlined in the Scope of Work.

This continued partnership supports the Commission's Comprehensive Health & Development priorities and the direction of the 2027–2030 Strategic Plan by strengthening coordination, access, and outcomes across early childhood systems.

May 13, 2026 (Action Item 26-15): The Commission approved a revised FY2025/2026 Annual Budget and Vendor List, which included Contract CF26144 with The Children's Partnership for an amount not to exceed \$50,000 for the period June 22, 2026, through September 30, 2026, and authorized the Executive Director to execute the contract consistent with Commission policy.

The applicable Assembly Bill 339 requirements for this Amendment are currently being completed and must be satisfied prior to execution of the Amendment.

RECOMMENDED ACTION

That the Commission:

1. Approve the First Amendment to Contract CF26144 with The Children's Partnership to extend the current September 30, 2026, contract end date through April 30, 2027, and increase the contract amount by \$50,000, for a total contract amount not to exceed \$100,000; and
2. Authorize the Executive Director to execute the amendment on behalf of the Commission, subject to completion of applicable Assembly Bill 339 requirements and County Counsel approval as to form; and
3. Authorize the Executive Director, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments that exercise the options of Contract No. CF26144, 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 adopted FY 2026/2027 budget.
(527980-25800-938001-92945)

STRATEGIC PLAN RELEVANCE

Goal Area 2 - Comprehensive Health & Development (92945)

POTENTIAL CONFLICTS OF INTEREST

None Known

ATTACHMENT

1. CF26144 A1 - The Children's Partnership

**RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT FOR PROFESSIONAL SERVICES
FIRST AMENDMENT**

Contractor: The Children's Partnership
Contract No.: CF26144 A1
Address: 700 S Flower Street, Suite 1000
Los Angeles, CA 90017

WHEREAS, the Riverside County Children and Families Commission ("Commission") has entered into a Contract for Professional Services ("Contract") with The Children's Partnership ("Contractor") for the provision of services, and the parties now wish to amend the Contract, to be effective as of **October 01, 2026**.

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

- A. All references to the Contract term, shall be amended to reflect the following term:
June 22, 2026 - April 30, 2027
- B. The previous version of the Scope of Work has been deleted in its entirety and replaced as outlined in Attachment A-1.
- C. The previous version of the Budget has been deleted in its entirety and replaced as outlined in Attachment B-1. All references to the maximum reimbursable amount shall be amended from **\$50,000** to **\$100,000**.

All other terms and conditions of the Contract, including prior amendments, shall remain in full force and effect.

Signature Page Follows

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

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Charna Widby Executive Director	Mayra Alvarez President and Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	700 S Flower Street, Suite 1000 Los Angeles, CA 90017
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-1: SCOPE OF WORK

Contractor: The Children's Partnership

Program: CHD Consulting

Contract #: CF26144 A-1

Term: June 22, 2026 - April 30, 2027

Program Overview:

Contractor shall support First 5 Riverside County's participation in and contribution to The Children's Partnership's (TCP) *Strengthening Early Childhood in Medi-Cal* project by developing Riverside County and Southern California implementation insight, stakeholder perspectives, and practical recommendations related to improving early childhood Medi-Cal access, engagement, navigation, care coordination, and service delivery.

Contractor shall conduct project activities that inform regional and statewide learning efforts, including research, stakeholder engagement, convening, synthesis of findings, and development of recommendations related to early childhood systems of care.

SOW Details:

Phase 1:

1. Provide subject matter expertise regarding early childhood systems, Medi-Cal access, and family-centered service delivery within Riverside County and Southern California.
2. Support project planning, regional alignment activities, and coordination efforts associated with the Strengthening Early Childhood in Medi-Cal project.
3. Develop and implement stakeholder engagement strategies to gather perspectives from providers, families, community-based organizations, and other relevant partners.
4. Participate in and facilitate interviews, listening sessions, meetings, and convenings as necessary to inform project objectives.
5. Analyze and synthesize stakeholder feedback, implementation experiences, barriers, opportunities, and emerging themes.
6. Contribute to the development of recommendations intended to improve early childhood Medi-Cal access, navigation, benefits utilization, provider engagement, family experience, and system coordination.
7. Develop proposed activities, scope, and budget recommendations for a potential Phase II of the project.

Phase 2:

1. Documenting, analyzing, and synthesizing findings from the listening sessions in a report that will inform the Task Force's recommendations.
2. Drafting and refining policy recommendations by integrating community perspectives and insights gathered through the listening sessions.
3. Refining policy recommendations based on input from community listening sessions, the Task Force, and the Technical Advisory Board.
4. Develop a plan of action for sharing the final short- and long-term policy recommendations with relevant state leaders and partners and identifying opportunities to inform future early childhood Medi-Cal policy and implementation

Phase 1 Milestones:

Milestone 1 - Project Launch and regional alignment

Milestone 2 - Stakeholder engagement plan

Milestone 3 - Summary of implementation themes

Milestone 4 - Interim recommendations and proposed phase 2 planning

Phase 2 Milestones:

Milestone 5 – Listening Session Report

Milestone 6 - Drafting Analyzing Policy Recommendations

Milestone 7 - Refining Policy Recommendations

Milestone 8 - Plan of Action Design

ATTACHMENT B-1: BUDGET

Budget Start Date: 06/22/2026

Budget End Date: 04/30/2027

Total Amount: \$100,000.00

FISCAL YEARS 2025-2026 and 2026-2027		
Category	Description	Amount
Operational Expenses	1:1 Project launch and regional alignment	\$15,000
Operational Expenses	1:2 Stakeholder engagement plan and interview/listening session protocols	\$10,000
Operational Expenses	1:3 Summary of implementation themes	\$15,000
Operational Expenses	1:4 Interim recommendations and proposed phase 2 planning	\$10,000
Operational Expenses	2:5 Listening Session Report	\$15,000
Operational Expenses	2:6 Drafting Analyzing Policy Recommendations	\$15,000
Operational Expenses	2:7 Refining Policy Recommendations	\$10,000
Operational Expenses	2:8 Plan of Action Design	\$10,000
SUBTOTAL:		\$100,000.00

E.5.**26-31**: Approve Contract with Poder Consulting Group, LLC to Provide Professional Services from September 10, 2026 – December 31, 2027 (**CONTRACT NO. CF27105 QEL) [\$134,960 – PROP 10 FUNDS]**



AGENDA ITEM: 26-31

DATE OF MEETING: September 9, 2026

ACTION: ☒

INFORMATION: ☐

**APPROVE CONTRACT WITH PODER CONSULTING GROUP, LLC TO PROVIDE
PROFESSIONAL SERVICES FROM SEPTEMBER 10, 2026 – DECEMBER 31, 2027
(CONTRACT NO. CF27105 QEL) [\$134,960– PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve Contract CF27105 with Poder Consulting Group, LLC for an amount not to exceed \$134,960 from September 10, 2026 through December 31, 2027, to support implementation of the Commission's early learning priorities, strategic plan implementation, community engagement and data analysis, and recommendations aligned with the Commission's strategic priorities.

BACKGROUND

Poder Consulting Group, LLC, has provided strategic planning, community engagement, data analysis, and early learning planning services to the Commission since 2025. The previous agreement focused on developing the Quality Early Learning strategy and initiating planning for a school readiness assessment. The proposed contract advances this work into the implementation phase by completing the school readiness landscape assessment and pilot design, aligning implementation activities with the Commission's 2027–2030 Strategic Plan, and supporting the community engagement and analysis necessary to operationalize the resulting recommendations. Utilizing research and data, Poder Consulting Group, LLC provides professional services to strengthen QEL priorities and implementation efforts across strategic goal areas.

January 21, 2026 (Action Item 26-04): The Commission approved Contract No. CF25118, Fourth Amendment, with Poder Consulting Group, LLC, for an amount not-to-exceed \$115,000, for expansion of the scope of work to include Quality Early Learning strategic planning, community input sessions and surveys including data analysis, summary of findings, presentation of results, and school readiness assessment planning.

March 26, 2025, Contract No. CF25118 with Poder Consulting Group, LLC was executed under the Executive Director's spending authority for \$50,000, with a contract term of February 1, 2025 – June 30, 2025. Subsequent amendments extended the agreement to allow for completion of deliverables outlined in the scope of work.

Poder Consulting Group, LLC was selected in accordance with the Commission-approved revised Contract and Procurement Policy (Action Item 25-05), based on the specialized expertise required for the proposed professional services.

RECOMMENDED ACTION

That the Commission:

1. Approve Contract No. CF27105 QEL with Poder Consulting Group, LLC for an amount not to exceed \$134,960 from September 10, 2026 through December 31, 2027, substantially the same form as attached and authorize the Executive Director to sign the contract on behalf of the Commission, subject to Counsel approval as to form; and
2. Authorize the Executive Director, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of Contract No. CF27105, 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 adopted FY2026/2027 budget. (525440-25800-938001-92950)

STRATEGIC PLAN RELEVANCE

Goal Area 1 - Quality Early Learning (92950)

POTENTIAL CONFLICTS OF INTEREST

None known

ATTACHMENT

1. CF27105 Poder Consulting Group, LLC

CONTRACT FOR PROFESSIONAL SERVICES
Contract No. CF27105
Riverside County Children and Families Commission
and
Poder Consulting Group, LLC

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

1. **PROJECT**: CONTRACTOR shall perform services for the COMMISSION as described in Attachment A in accordance with payment provisions in Attachment B and the budget in Attachment C 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 **09/10/2026** and shall be completed on or **before 12/31/2027**, 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 THIRTY-FOUR THOUSAND NINE HUNDRED AND SIXTY DOLLARS (\$134,960)** 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 COMMISSION 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 coverages 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:

Charma Widby
Executive Director
First 5 Riverside County
585 Technology Court
Riverside, CA 92507

CONTRACTOR:

Miguel Perla
Founder and Owner
Poder Consulting Group, LLC
5901 Morrill Avenue
Whittier, CA 90606

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, Attachments B, and Attachments C.
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:
Charna Widby, Executive Director	Miguel Perla, Founder and Owner and Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	5901 Morrill Avenue Whittier, CA 90606
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: Poder Consulting Group, LLC
Program: QEL Consulting
Contract #: CF27105
Term: 09/10/2026 – 12/31/2027

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.

Program Overview:

Poder Consulting Group is a community-centered consultancy dedicated to connecting people and empowering communities through community engagement and facilitation, research and evaluation, capacity building, and participatory planning. Our work is grounded in community organizing strategies, culturally responsive engagement, community-based participatory methods, and emergent learning practices. We excel at bringing diverse stakeholders together, bridging connections, using research and data to drive action, and facilitating inclusive and effective discussions.

First 5 Riverside County (F5RC) is seeking a learning partner to support the implementation of its new strategic plan, strengthen internal alignment across goal areas and Family Resource Center regional implementation efforts, finalize a Kindergarten Readiness Assessment scan and recommendations for a pilot, and design an ongoing community feedback loop process to ensure family and provider input informs implementation and decision-making over time.

Scope of Work Details:

Phase 1: F5RC Strategic Plan Implementation and Learning Roadmap (Sept 2026- Dec 2027)

Activities:

- Review and synthesize relevant background materials, including the final strategic plan, current investments, prior strategic planning notes, and available data.
- Develop the facilitation design, agendas, session materials, and planning tools for 4-5 strategic sensemaking and implementation planning sessions with First 5 leadership and other key implementation partners.
- Facilitate 4-5 strategic sensemaking and implementation planning sessions, beginning with a grounding session with regional managers. The remaining sessions will support mapping current investments and initiatives; identify areas of alignment, duplication, gaps, and opportunities for deeper integration; clarify implementation roles, referral pathways, and data/reporting considerations; and prioritize Year 1 implementation priorities and early 'micro-moves.'
- Document and synthesize key learnings, decisions, tensions, and implementation questions from planning sessions.
- Draft and finalize a Strategic Plan Implementation and Learning Roadmap that brings together implementation priorities, integration opportunities, key decisions and dependencies, measurement and learning considerations, and ongoing review process for revisiting the roadmap over time.
- Prepare and present the roadmap, key priorities, and implementation recommendations to First 5 leadership, staff, and/or Commission.

Deliverables:

1. Facilitation design, agendas, session materials, and planning tools
2. Session summaries and synthesis notes
3. Strategic Plan Implementation and Learning Roadmap
4. Presentation deck summarizing the roadmap, priorities, and recommendations

Phase 2: Kindergarten Readiness Assessment Scan and Pilot Planning

(Oct 2026- June 2027)

Activities:

- Design and facilitate a visioning and planning discussion with First 5 Riverside and Riverside County Office of Education (RCOE) partners to align on the vision, goals, intended uses, decision points, and key considerations for selecting and piloting a Kindergarten Readiness Assessment tool.
- Build on the existing Kindergarten Readiness Assessment planning brief to provide a comprehensive review of 4-5 potential tools and develop recommendations for a potential pilot. This task will include clarifying the primary use cases for readiness data, conducting additional tool research and review, applying agreed-upon comparison criteria, and identifying pilot readiness considerations such as data-sharing needs, staffing and training requirements, timeline, and implementation feasibility.
- Prepare a presentation deck and present the final tool scan, pilot considerations, and recommendations to First 5 staff and RCOE and to the Commission and/or Advisory Committee. This scope includes two total presentations.

Deliverables:

1. Visioning and planning agenda
2. Kindergarten Readiness Assessment Tool Scan and Recommendations for Pilot
3. Presentation deck for staff/RCOE and Commission/Advisory audiences

Phase 3: Community Engagement and Feedback Loop Design

(May 2027- December 2027)

Activities:

- Co-design a community engagement and learning plan by facilitating two virtual planning meetings with F5RC leadership and community-facing staff, and or trusted community partners to clarify the purpose, audiences, timing, learning questions, engagement methods, and intended use of community input. Synthesize meeting discussions and finalize a community engagement and learning plan.
- Identify priority audiences and outreach strategies to support participation from families and providers whose perspectives are especially important to strategic plan implementation, including families who may face language, geographic, transportation, disability-related, immigration-related, or trust-related barriers to participation.

- Design and implement a culturally and linguistically responsive family survey to gather input related to awareness, access, navigation emerging needs, and/or strategic plan implementation priorities. The survey will be translated in English and Spanish.
- Support survey implementation and monitor responses to identify participant gaps and inform outreach adjustments as needed.
- Design and facilitate three community listening sessions with families, providers, and/or other priority audiences identified in the engagement plan. Develop listening session agendas, facilitation guides, participant activities, and note-taking tools in English and Spanish, that support accessible, strengths-based, and trauma-informed participation.
- Analyze and synthesize survey responses and listening session data, including identifying key themes, examining patterns by geography, language, participant type, or other relevant characteristics.
- Develop a survey and listening sessions findings slide deck that summarizes key themes, implications for strategic plan implementation, and opportunities to strengthen community feedback loops.

Deliverables:

1. Community Engagement and Learning Plan
2. Family Survey Instrument in English and Spanish
3. Three facilitated community listening sessions
4. Survey and Listening Session Findings Deck
5. Community Feedback Loop Process or Toolkit
6. Community-Facing 'What We Heard / What We Are Doing' Summary
7. Presentation deck for Commission and Advisory

Phase 4: Project Management, Coordination, and Client Check-ins

(Sept 2026- Dec 2027)

Activities:

- Provide ongoing project management and coordination throughout the contract period to support timely implementation across all three workstreams.
- Maintain regular communication with F5RC
- staff.
- Set agendas for key meetings and prepare for and follow up from planning conversations.
- Participate in recurring 1-hour client check-in meetings every two weeks over the course of the fiscal year to review progress, clarify upcoming decisions, discuss emerging findings, and ensure deliverable remain aligned with First 5 Riverside's priorities and timeline.

Deliverables:

1. Approximately 30 bi-weekly check-in meetings between September 2026 and December 2027
2. Ongoing project timeline and deliverable tracking
3. Meeting agendas and follow-up action items

ATTACHMENT B: PAYMENT PROVISIONS

CONTRACTOR shall be compensated for services rendered pursuant to this contract as follows. Total compensation under this contract shall not exceed **ONE HUNDRED AND THIRTY-FOUR THOUSAND NINE HUNDRED AND SIXTY DOLLARS (\$134,960)** and includes all costs and expenses incurred by CONTRACTOR unless expressly approved in writing by COMMISSION.

- A. **Fee:** COMMISSION shall compensate CONTRACTOR for satisfactory completion of the services and deliverables identified in Attachment A, in amounts not to exceed those set forth in Attachment C, upon submission of an acceptable invoice. 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 applicable deliverables in Attachment A and Attachment C 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 YEARS 2026-2027 and 2027-2028		
Category	Description	Amount
Operational Expenses	Phase 1: Strategic plan implementation and learning roadmap consultant hours	\$50,760
Operational Expenses	Phase 2: Kindergarten readiness assessment scan and pilot planning consultant hours	\$18,000
Operational Expenses	Phase 3: Community engagement and feedback loop design consultant hours	\$46,800
Operational Expenses	Phase 4: Project management coordination and client check-ins consultant hours	\$14,400
Operational Expenses	Community input supports and direct engagement expenses, including participant incentives, light refreshments, and snacks, printing/copying, facilitation supplies, transcription, and related engagement expenses	\$5,000
		\$134,960

E.6.**26-32:** Ratify the Action of the Chair and Vice Chair Authorizing the Executive Director to Submit the California Rural Health Transformation Program (CALRHTP) Accelerator Application and Authorize the Executive Director to Accept and Execute Related Grant Agreements **[UP TO \$2,447,221 – CALRHTP FUNDS]**



AGENDA ITEM: 26-32

DATE OF MEETING: September 9, 2026

ACTION: ☒

INFORMATION: ☐

**RATIFY THE ACTION OF THE CHAIR AND VICE CHAIR AUTHORIZING THE
EXECUTIVE DIRECTOR TO SUBMIT THE CALIFORNIA RURAL HEALTH
TRANSFORMATION PROGRAM (CALRHTP) ACCELERATOR APPLICATION AND
AUTHORIZE THE EXECUTIVE DIRECTOR TO ACCEPT
AND EXECUTE RELATED GRANT AGREEMENTS
[UP TO \$2,447,221 – CALRHTP FUNDS]**

SUMMARY OF REQUEST

Staff requests that the Commission ratify the action of the Chair and Vice Chair authorizing submission of the California Rural Health Transformation Program (CaLRHTP) Accelerator application and authorize the Executive Director to accept any resulting grant award(s) and execute associated agreements and required administrative actions within the scope of the approved application and awarded funding amount.

BACKGROUND

The Department of Health Care Access and Information released the California Rural Health Transformation Program: Transformative Care Model Accelerator Partners application, and proposals were due on August 14, 2026, which occurred prior to the next regular Commission meeting. Because the application deadline occurred prior to the next regular Commission meeting, the Chair and Vice Chair authorized submission of the application to HCAI.

First 5 Riverside County proposes to serve as the regional accelerator and backbone entity for a rural maternal-child health access model that builds on prior local investments in Maternal Fetal Medicine capacity, telehealth, family resource center expansion, and referral/navigation infrastructure. Rather than relying on a single clinical system or a single navigator position, the proposed model will establish a coordinated partner network that connects rural pregnant patients and families to earlier prenatal care, specialty consultation, family support services, and closed-loop follow-up. The model will include participating clinical and specialty partners, Family Resource Centers, community-based access points, and RivCoONE as the shared referral and performance infrastructure. Clinical partners will support prenatal access, telehealth and/or e-consult workflows, and

specialty referral pathways. First 5 Riverside County will lead model design, partner coordination, community linkage, referral infrastructure, family support integration, data/CQI, and documentation of lessons learned for statewide scaling. This approach builds on prior First 5 Riverside County investments while creating a more durable and scalable regional model. The project is designed to improve access and uptake of first-trimester prenatal care, expand virtual visits and e-consults, strengthen referral completion, and demonstrate how a children and families commission can serve as a cross-sector coordinating entity for rural maternal-child health transformation.

Past Commission practice has been to authorize the Executive Director to submit grant applications when timelines require action in advance of a Commission meeting, and to provide delegated authority for the execution of application materials and related actions without requiring further Commission action.

In July 2016, the Commission authorized the Executive Director to submit a local dental pilot project application to the California Department of Health Care Services and execute the necessary application and actions without further action of the Commission.

In March 2017, the Commission ratified the action of the Chair and Vice Chair authorizing the Executive Director to submit a notice of acceptance for the Dental Transformation Initiative and further authorized execution of the agreement and related implementation documents, contracts, budget adjustments, amendments and other necessary actions without requiring further action of the Commission.

In May 2026, the Commission ratified the action of the Chair and Vice Chair authorizing the Executive Director to apply for the Proposition 64 grant award and execute associated agreements and required administrative actions within the scope of the approved applications.

These prior actions demonstrate the Commission's practice of allowing timely grant submission and authorizing staff to complete award-related administrative actions while maintaining Commission oversight of substantive program and contracting decisions as otherwise required.

This grant proposal builds on existing county and community infrastructure and strategic priorities and does not create a new standalone First 5 program or clinical service. For families, the goal is a simpler path into prenatal care and specialty services, with fewer handoffs, stronger follow-up, and connection to family supports close to where they live.

RECOMMENDED ACTION

That the Commission:

1. Ratify the action of the Chair and Vice Chair authorizing submission of the California Rural Health Transformation Program Accelerator application to the Department of Health Care Access and Information;
2. Authorize the Executive Director to accept any grant award(s) resulting from the California Rural Health Transformation Program;
3. Authorize the Executive Director to execute grant agreements, award documents, assurances, certifications, amendments, budget adjustments, and other administrative documents necessary to accept and administer the awarded funding on behalf of the Commission, subject to County Counsel approval as to form, provided such actions remain consistent with the approved application scope and do not exceed the awarded funding amount; and
4. Authorize the Executive Director to execute partner agreements, memoranda of understanding, and contracts only to the extent otherwise permitted under existing Commission-delegated contracting authority, and direct staff to return to the Commission for approval of agreements exceeding that authority or otherwise requiring Commission action; and
5. Direct staff to return to the Commission with informational updates on award status and implementation, as appropriate.

BUDGET IMPACT

No net Prop 10 cost. If awarded, revenues and corresponding appropriations will be incorporated into the appropriate fiscal year budget through standard budget adjustment processes. Until award notification is received, there is no current budget impact. For the California Rural Health Transformation Program, First 5 Riverside County requested \$2,447,221.

STRATEGIC PLAN RELEVANCE

Goal Area 2 - Comprehensive Health & Development (92945)
Goal Area 4 - Countywide Impact (92980)

POTENTIAL CONFLICTS OF INTEREST

None known

ATTACHMENTS

1. California Rural Health Transformation Program grant submission project description
2. California Rural Health Transformation Program grant submission proposed budget

First 5 Riverside County proposes to implement *Starting Strong / Empezar Fuerte*, a regional maternal health access model to improve first-trimester prenatal care and strengthen rural maternal health care delivery in Riverside County. The model will focus on rural communities where pregnant people experience persistent barriers to timely care, including provider access, health-related social needs, and fragmented referral pathways.

First 5 Riverside County is a proven community convener for cross-sector strategies that advance health equity from the prenatal period through age five, including the scaling of HealthySteps and serving as a model for other counties in current Prop 64 education. First 5 Riverside County will be a regional backbone for collaboration to advance CalRHT's goals of sustainable access, enhanced care coordination, technology-enabled care, workforce innovation, and improved rural health outcomes.

Starting Strong / Empezar Fuerte will build on First 5 Riverside County's established partnerships in HeRCARe (High Risk Care Access and Resources) and RivCo ONE, a countywide infrastructure for coordinated screening, referrals, and closed-loop follow-up across health and social service providers. RivCo ONE will be enhanced to support pregnancy identification and referral, reduce fragmentation, and create a more reliable pathway from pregnancy identification to timely care.

Starting Strong / Empezar Fuerte includes three integrated modules:

- 1: Increase **first-trimester identification and engagement** through community asset mapping, expanded participation in RivCo ONE, prenatal navigation and education, and culturally responsive outreach through trusted access points.
- 2: **Establish a prenatal risk stratification and clinical care pathway framework** in rural health clinics, for timely triage, standardized care, and referral to the appropriate level of prenatal services.
- 3: **Expand prenatal telehealth capacity for low- and high-risk pregnancies**, building on Riverside University Health System's (RUHS) HeRCARe model to reduce travel burden and improve access to care.

The need for this project is significant. First-trimester prenatal care in Riverside County declined from 86.7% in 2020 to 79.6% in 2025. In eight rural regions of Riverside, 20% - 31% of pregnant people did not receive first trimester care in 2025. Maternal comorbidities increased by 6% from 2018 to 2022, with Black people experiencing the highest rates of gestational hypertension and Asian people experiencing the highest rates of gestational diabetes among racial and ethnic groups. Prenatal depression symptoms were higher among Hispanic/Latinx pregnant people in Riverside County than statewide, and Riverside Hispanic/Latinx and Black pregnant people were more likely to report depression symptoms than White pregnant people. Approximately 16% of American Indian and Alaska Native (AI/AN) birthing parents experienced hypertension at delivery between 2020 and 2022, and AI/AN residents experience higher rates of delayed or unmet healthcare and are less likely to have a usual source of care.

First 5 Riverside County will leverage and expand relationships with RUHS, DAP Health, SAC Health, Riverside-San Bernadino County Indian Health, Riverside County Departments of Public Health and Public Social Services, Inland Empire Health Plan, Nurse-Family Partnership, and additional partners. These partnerships will drive coordinated implementation, expand regional capacity, accelerate adoption of effective maternal health practices, and advance sustainable improvements in access, care quality, and maternal-child health outcomes.

As of June 22, 2026

Table 3: Proposed Budget Details

California Rural Healthcare Transformation (CalRHT) – Initiative 1: Transformative Care Model – Accelerator Partners
Source: CMS Guidance for Preparing a Budget Request and Narrative

Example Table 3: Proposed Budget Details for Telehealth Expansion

Budget Category	Explanations of costs
<i>Fringe Benefits</i>	<i>Fringe benefits are calculated at 30% of personnel costs, or \$72,750, to cover payroll taxes, health insurance, retirement contributions, workers' compensation, and other standard employee benefits for California-based staff.</i>
<i>Travel</i>	<i>Local travel to participating provider sites for implementation support, workflow assessment, and project coordination meetings</i>
<i>Equipment</i>	<i>Telehealth carts, monitors, peripheral devices, secure connectivity equipment, and durable technology required to support virtual care delivery</i>
<i>Supplies</i>	<i>Software licenses, minor technology supplies, patient education materials, and office supplies needed to support telehealth implementation</i>
<i>Contractual</i>	<i>Contracted implementation consultant to support telehealth platform configuration, workflow design, and staff training</i>
<i>Other</i>	<i>Stakeholder meeting costs, community partner convenings, and other direct project costs that do not fit within the standard cost categories above</i>

Indirect Charges	Prorated indirect costs for accounting, payroll, and human resources required to manage the grant
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Fillable cell	Note: On this worksheet, you may enter or delete text in the blue cells and adjust column widths or r
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Table 3: Proposed Budget Details for Early Identification & Engagement Module

Budget Category	Explanations of costs
Fringe Benefits	Fringe benefits are estimated at 57% based on FY 2026-27 budgeted employee benefit costs for proposed personnel and include payroll taxes, health insurance, retirement, workers' compensation, and other employee benefits.
Travel	Total Travel Costs Module 1: \$2513. Details as follows: First 5 Riverside staff mileage costs to Mecca \$134. Mecca FRC staff mileage to each location 4x = \$621, plus 2 night hotel / food for Blythe /Anza site visits \$700. Calculated based on mileage to each target community. Community asset mapping: travel for CHWs and like roles to help with community asset mapping \$529. Community Asset mapping will help determine key access points and trusted partners to promote first trimester care. Calculated assuming 2 people from each target community. Travel to education and training for pregnancy navigators \$529 for travel. Prenatal education for pregnancy navigators will ensure trusted partners are able to help engage pregnant people in care throughout pregnancy and be competent partners to them. Calculated assuming 2 people from each target community.
Equipment	
Supplies	Public-facing early prenatal care campaign flyer printing / mailing to community partners \$2500 (two cycles of dissemination.) Key access points and trusted partners will promote early access to prenatal care.

Contractual	<ul style="list-style-type: none"> •Design of campaign & materials promoting early access to prenatal care \$10,000. •Translation costs of materials and social media \$500. •Contractor to facilitate community asset mapping and outreach plan and to develop and implement pregnancy navigator training at \$106,432
Other	<p>Social media buy for early pregnancy care campaign \$10,000□</p> <p>Community asset mapping convening costs: half day convening including stipends for Community Health Workers and like roles to help with community asset mapping and campaign promotion: \$4575, includes venue and stipends calculated at \$30/hour.</p> <p>Ongoing community workgroup convenings(virtual) 6 at total of \$2700(for CHW and like stipends calculated at \$30/hour at 15 participants).</p> <p>Education and training for pregnancy navigators: \$5220, includes venue, stipends for participating CHWs and like roles, calculated at \$30 per hour for 10 hours for 10 participants; \$30 per hour for 7 hours for 2 participants.□</p> <p>RivCoONE CONNECT system modifications to support early pregnancy identification, risk/referral triggers, and closed-loop prenatal and specialty care pathways: \$250,000.</p>
Indirect Charges	Not requesting a separate indirect cost allocation. Administrative costs are budgeted as direct personnel costs and associated fringe for staff supporting grant administration, fiscal management, claims/billing, and related administrative functions.

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Table 3: Proposed Budget Details for Prenatal Clinical Care Pathways Module

Budget Category	Explanations of costs
Fringe Benefits	Fringe benefits are estimated at 57% based on FY 2026-27 budgeted employee benefit costs for proposed personnel and include payroll taxes, health insurance, retirement, workers' compensation, and other employee benefits.

Travel	
Equipment	
Supplies	
Contractual	<p>Prenatal clinical technical assistance subcontractor at \$323,190 to provide:</p> <ul style="list-style-type: none"> •Staffing support and preparation for monthly clinical advisory committee •Support establishing clinical standard of care for clinical learning collaborative •Draft, adopt and administer clinical readiness assessment to determine clinics' current practices, gaps, readiness and goals. •Curriculum and training for pregnancy navigators •Training for clinics in clinical standard of care •Ongoing technical assistance for clinics in risk stratification and clinical workflows •Technical assistance for clinical sustainability - so clinics may maintain workflows, bill, etc. <p>Avocado Health – providing pregnant people real-time information on milestones and sound answers to common questions assumes 1000 pregnant people at \$4 / month at 9 months = \$36000</p>

Other	<p>Stipends for clinic participation:</p> <ul style="list-style-type: none"> •Clinic leadership = 8 hours / month, data reporting and training =8 hours / month, = Assumes total staffing effort at \$150/ hour for 8 hours per month for 12 months at 3 clinics= \$43,200 •1.0FTE per clinic for pregnancy navigator, based on clinic readiness assessment, assumes 3 clinics needs pregnancy navigator = \$255,000 (\$85,000/clinic) <p>Clinical Advisory Committee – stipends for committee member participation = 15 hours per advisory member at \$350 / hour, 4 members = \$21,000</p>
Indirect Charges	Not requesting a separate indirect cost allocation. Administrative costs are budgeted as direct personnel costs and associated fringe for staff supporting grant administration, fiscal management, claims/billing, and related administrative functions.

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Table 3: Proposed Budget Details for Prenatal Telehealth Expansion Module

Budget Category	Explanations of costs
Fringe Benefits	Fringe benefits are estimated at 57% based on FY 2026-27 budgeted employee benefit costs for proposed personnel and include payroll taxes, health insurance, retirement, workers' compensation, and other employee benefits.
Travel	
Equipment	Telehealth capacity for 3 clinics at \$636,775. Based on historical experience of HeRCARE. Home based monitors at \$100 each for 400 pregnant people. Tech enabled communication of results and monitoring.

Supplies	
Contractual	Clinical subject matter expert to support 3 clinics with technical support to implement telehealth infrastructure and workflows for low-risk pregnancies at \$69,931
Other	
Indirect Charges	Not requesting a separate indirect cost allocation. Administrative costs are budgeted as direct personnel costs and associated fringe for staff supporting grant administration, fiscal management, claims/billing, and related administrative functions.

E.7.**26-33**: Approve Resolution No. 2026-001 for the Proposition 64 Public Health and Safety Grant Program, Cohort 4 **[\$6,000,000 – PROP 64 FUNDS]**



AGENDA ITEM: 26-33

DATE OF MEETING: September 9, 2026

ACTION: ☒

INFORMATION: ☐

**APPROVE RESOLUTION NO. 2026-001 FOR THE
PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT PROGRAM, COHORT 4
[\$6,000,000 – PROP 64 FUNDS]**

SUMMARY OF REQUEST

Staff requests that the Commission approve Resolution No. 2026-001, confirming the Commission's agreement to the grant terms and conditions and non-supplantation requirements for the Proposition 64 Public Health and Safety Grant Program.

BACKGROUND

The Commission was awarded \$6 million under the Proposition 64 Public Health and Safety Grant Program. The Board of State and Community Corrections (BSCC) requires a governing board resolution confirming signing authority, agreement to the grant terms, and non-supplantation. Resolution No. 2026-001 fulfills this requirement.

May 13, 2026 (Action Item No. 26-19): The Commission ratified the action authorizing submission of the Proposition 64 application and authorized the Executive Director to accept and execute related grant agreements.

RECOMMENDED ACTION

That the Commission:

1. Approve Resolution No. 2026-001 for the Proposition 64 Public Health and Safety Grant Program, Cohort 4, agreeing to the grant terms and conditions and non-supplantation requirements.

BUDGET IMPACT

No net Prop 10 cost. Grant revenue and corresponding expenditures will be included in the upcoming FY 2026/2027 budget revision.

STRATEGIC PLAN RELEVANCE

Goal Area 4 - Countywide Impact (92980)

POTENTIAL CONFLICTS OF INTEREST

None known.

ATTACHMENT

1. Resolution No. 2026-001



RESOLUTION NO. 2026-001

**A RESOLUTION OF THE RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
AGREEING TO THE TERMS AND CONDITIONS AND NON-SUPPLANTATION REQUIREMENTS OF THE
PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT PROGRAM, COHORT 4**

WHEREAS, the Riverside County Children and Families Commission, also known as First 5 Riverside County (the "Commission"), desires to participate in the Proposition 64 Public Health and Safety Grant Program funded through the California State and Local Government Law Enforcement Account and administered by the Board of State and Community Corrections ("BSCC").

NOW, THEREFORE, BE IT RESOLVED that the Commission's Executive Director is authorized to sign the Grant Agreement with the BSCC, including any amendments thereof;

BE IT FURTHER RESOLVED that the grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the Commission agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the Riverside County Children and Families Commission at a regular meeting held on September 9, 2026, by the following vote:

AYES: _____ **NAYS:** _____ **ABSTENTIONS:** _____ **ABSENT:** _____

Chuck Washington
Commission Chair

ATTEST:

Lynn M. Stephens
Commission Secretary

Date: _____

APPROVED AS TO FORM:

Kristine Bell-Valdez
Supervising Deputy County Counsel

Date: _____

- F. **Presentations/Action Items — Supervisor Chuck Washington, Chair** (A copy of all Presentations/Action Items and attachments can be viewed at www.First5Riverside.org and at the Commission Business Office)
- F.1. **26-34:** Approve Continuation of Family Resource Center Network Specialist Services through June 30, 2027, and Approve Release of Request for Proposals for Family Resource Center Network Specialist Services for July 1, 2027 – June 30, 2030, **[\$200,000 – PROP 10 FUNDS]**



AGENDA ITEM: 26-34

DATE OF MEETING: September 9, 2026

ACTION: ☒

INFORMATION: ☐

**APPROVE CONTINUATION OF FAMILY RESOURCE CENTER NETWORK SPECIALIST SERVICES THROUGH JUNE 30, 2027, AND APPROVE RELEASE OF REQUEST FOR PROPOSALS FOR FAMILY RESOURCE CENTER NETWORK SPECIALIST SERVICES FOR JULY 1, 2027 – JUNE 30, 2030
[\$200,000- PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve continuation of three Family Resource Center Network Specialist agreements through June 30, 2027, to maintain service continuity and support implementation of the integrated service model, including RivCoONE Connect. Two existing contracts will receive combined additional funding not to exceed \$200,000 in Proposition 10 funds. A third agreement with TODEC Legal Center Perris, previously authorized by the Commission but not executed, will be authorized through June 30, 2027, within the previously approved \$100,000 maximum reimbursable amount.

Approve development and release of a Request for Proposals (RFP) during Fiscal Year 2026/2027 for Family Resource Center Network Specialist services for July 1, 2027, through June 30, 2030. The procurement will align the services with the 2027–2030 Strategic Plan. Recommended contract awards will return to the Commission for approval.

BACKGROUND

First 5 Riverside County has invested in Family Resource Center (FRC) operations and expanded FRC capacity through Network Specialist positions. These positions support coordinated, family-centered services for children prenatal through age five and their caregivers, with particular attention to rural and underserved communities. The proposed continuation of service continuity while RivCoONE Connect and the broader integrated service model are implemented and assessed.

The proposed actions extend Agreement CF24148 with Riverside University Health System - Medical Center and Agreement CF26115 with Reach Out West End through

June 30, 2027, with additional funding not to exceed \$100,000 for each agreement. Agreement CF26119 with TODEC Legal Center Perris was previously authorized by the Commission under Action Item 25-37 in September 2025; however, the underlying investment agreement was not executed, no services were performed, and no Commission funds were expended. The proposed action authorizes execution of the agreement through June 30, 2027, within the previously approved \$100,000 maximum reimbursable amount.

During Fiscal Year 2026/2027, the Commission will conduct a competitive procurement for Network Specialist services for the three-year period beginning July 1, 2027. The RFP will reflect the 2027-2030 Strategic Plan and the Commission's integrated service model, including family navigation and referrals, community-responsive service delivery, data and technology capacity, and sustained family engagement. Any recommended awards will return to the Commission for approval.

RECOMMENDED ACTION

That the Commission:

1. Authorize the Executive Director, subject to County Counsel approval as to form, to ratify and amend CF24148 with Riverside University Health System-Medical Center contract for the Family Resource Center Network Specialist services to extend the term through June 30, 2027, and provide additional Proposition 10 funding in an amount not to exceed \$100,000; and
2. Authorize the Executive Director, subject to County Counsel approval as to form, to amend CF26115 Reach Out West End contract for Family Resource Center Network Specialist services to extend the term through June 30, 2027, and provide additional Proposition 10 funding in an amount not to exceed \$100,000; and
3. Authorize the Executive Director, subject to County Counsel approval as to form, to execute Agreement CF26119 with TODEC Legal Center Perris for Family Resource Center Network Specialist services through June 30, 2027, in an amount not to exceed \$100,000 in Proposition 10 funds, with no increase to the amount previously authorized by the Commission under Action Item 25-37; and
4. Authorize development and release of a Request for Proposals for Family Resource Center Network Specialist services for the period July 1, 2027, through June 30, 2030, with recommended contract awards returned to the Commission for approval.

BUDGET IMPACT

Adequate appropriation for the contract extensions is included in the approved FY 2026/2027 budget. Funding for contracts resulting from the competitive procurement will be subject to the availability of Proposition 10 funds and Commission approval through the applicable annual budget process.

STRATEGIC PLAN RELEVANCE

Goal Area 3 - Resilient Families (92960)

POTENTIAL CONFLICTS OF INTEREST

None

ATTACHMENTS

- 1.CF24148 A1 - Riverside University Health System-Medical Center
- 2.CF26115 A1 - Reach Out West End
- 3.CF26119 A0 - TODEC Legal Center Perris

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

Contractor: Riverside University Health System - Medical Center

Contract No.: CF24148 A1

Address: 26520 Cactus Avenue
Moreno Valley, CA 92555

WHEREAS, the Riverside County Children and Families Commission ("Commission") has entered into a Contract for Investment of Funds ("Contract") with Riverside University Health System - Medical Center ("Contractor") for the provision of services, and the parties now wish to amend the Contract, to be effective as of **July 01, 2026**.

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

A. All references to the Contract term, shall be amended to:

July 01, 2024 – June 30, 2027

B. The previous version of the Budget is deleted in its entirety and replaced with Attachment B-1. All references to the maximum reimbursable amount shall be amended from **\$200,000.00** to **\$300,000.00**

C. Attachment C, Payment Provisions, is deleted in its entirety and replaced with Attachment C-1

All other terms and conditions of the Contract, including prior amendments, shall remain in full force and effect.

Signature Page Follows

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

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Charna Widby 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 M. Stephens Executive Assistant IV	
Date Signed:	

ATTACHMENT B-1: BUDGET

Budget Start Date: 07/01/2024

Budget End Date: 06/30/2027

Total Amount: \$300,000.00

FISCAL YEAR 2024-2025		
Category	Description	Amount
Personnel Expenses	Salaries	\$70,000
Benefit Expenses	Benefits	\$13,636
Operational Expenses	Materials	\$4,000
Operational Expenses	Mileage	\$4,000
Indirect Expense	Indirect Expenses-10% of S&B	\$8,364
SUBTOTAL:		\$100,000.00

FISCAL YEAR 2025-2026		
Category	Description	Amount
Personnel Expenses	Salaries	\$70,000
Benefit Expenses	Benefits	\$13,636

Operational Expenses	Materials	\$4,000
Operational Expenses	Mileage	\$4,000
Indirect Expense	Indirect Expenses-10% of S&B	\$8,364
SUBTOTAL:		\$100,000.00

FISCAL YEAR 2026-2027		
Category	Description	Amount
Personnel Expenses	Salaries	\$80,000
Benefit Expenses	Benefits	\$20,000
SUBTOTAL:		\$100,000.00

ATTACHMENT C-1: PAYMENT PROVISIONS

CONTRACTOR shall be compensated for services rendered pursuant to this Contract as follows. Total payment shall not exceed **\$300,000.00**, which includes all expenses.

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

1. Payment shall be made monthly in accordance with satisfactory performance of services under the Contract and upon receipt of an acceptable invoice to include:

- a. Contractor's name, address, contract number, an assigned invoice number, supporting documentation (if applicable), and payment amount due.

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

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

Contractor: **Reach Out West End**

Contract No.: **CF26115 A1**

Address: **1126 West Foothill Boulevard Suite 250
Upland, CA 91786**

WHEREAS, the Riverside County Children and Families Commission ("Commission") has entered into a Contract for Investment of Funds ("Contract") with Reach Out West End ("Contractor") for the provision of services, and the parties now wish to amend the Contract, to be effective as of **September 16, 2026**.

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

- A. All references to the Contract term, shall be amended to:
September 16, 2025 - June 30, 2027
- B. The previous version of the Budget has been deleted in its entirety and replaced as outlined in attachment B-1. All references to the maximum reimbursable amount shall be amended from **\$100,000.00** to: **\$200,000.00**
- C. Attachment C, Payment Provisions, is deleted in its entirety and replaced with Attachment C-1

All other terms and conditions of the Contract, including prior amendments, shall remain in full force and effect.

Signature Page Follows

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

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Charna Widby Executive Director	Diana Fox Executive Director and Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	1126 West Foothill Boulevard Suite 250 Upland, CA 91786
APPROVED AS TO FORM SIGNATURE:	
Kristine Bell-Valdez Supervising Deputy County Counsel	
Date Signed:	
ATTEST SIGNATURE:	
Lynn M. Stephens Executive Assistant IV	
Date Signed:	

ATTACHMENT B-1: BUDGET

Budget Start Date: 09/16/2026

Budget End Date: 06/30/2027

Total Amount: \$200,000.00

PERFORMANCE PERIOD BUDGET		
Category	Description	Amount
Personnel Expenses	Salaries	\$133,590
Benefit Expenses	Benefits	\$31,424
Operational Expenses	Technology and Connectivity	\$3,702.18
Operational Expenses	Materials and Training	\$13,102
Indirect Expense	10% of Total Direct Cost	\$18,181.82
SUBTOTAL:		\$200,000.00

ATTACHMENT C-1: PAYMENT PROVISIONS

CONTRACTOR shall be compensated for services rendered pursuant to this Contract as follows. Total payment shall not exceed **\$200,000.00**, which includes all expenses.

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

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

a. Contractor's name, address, contract number, an assigned invoice number, supporting documentation (if applicable), and payment amount due.

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

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

RCCFC AWARD:	CF26119
CONTRACTOR:	TODEC Legal Center Perris
CONTRACT TERM:	Effective Date – 06/30/2027
MAXIMUM REIMBURSABLE AMOUNT:	\$100,000.00

Compensation: The CONTRACTOR designated above is hereby certified for an Investment of Funds in an amount not to exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** over the life of the Contract, as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the “COMMISSION” or “COUNTY”), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10 (CA Health and Safety Code § 130100 - 130155), or other COMMISSION administered funds to provide services and results as set forth in Appendix I and Attachments A, B, C, D, E, F, G, and H, attached hereto and incorporated herein by reference if applicable.

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

Authorized Signature for COMMISSION:	Authorized Signature for CONTRACTOR:
Charna Widby Executive Director	Luz Gallegos Executive Director, Authorized Signatory
Date Signed:	Date Signed:
Riverside County Children and Families Commission 585 Technology Court Riverside, CA 92507-2423	TODEC Legal Center Perris 234 South D Street Suite 14b Perris, CA 92570
APPROVED AS TO FORM SIGNATURE:	
Kristine Bell-Valdez Supervising Deputy County Counsel	
Date Signed:	
ATTEST SIGNATURE:	
Lynn M. Stephens Executive Assistant IV	
Date Signed:	

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

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TERMS AND CONDITIONS

1. NOTICES

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

COMMISSION:

Charna Widby
Executive Director
Riverside County Children and Families
Commission
585 Technology Court
Riverside, CA 92507

CONTRACTOR:

Luz Gallegos
Executive Director
TODEC Legal Center Perris
234 South D Street Suite 14b
Perris, CA 92570

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 statutorily 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 if applicable.

3. DEFINITIONS

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

Commission: The Riverside County Children and 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 and 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.

Effective Date: The date on which this Contract has been fully executed by all required parties.

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 commence on the Effective Date and continue through **06/30/2027**, 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).

[Remainder of the Page Intentionally Left Blank]

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 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 purposes 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:

1. Funded staff members share time between a COMMISSION-funded program and one or more other grant-funded program.
2. A single-funded staff member shares time between two or more COMMISSION-funded programs.
3. 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 Contract, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.
3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.
4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay 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.
 - 1. This requirement includes:
 - 2. All the monthly data necessary to generate demographic, service utilization, results, and aggregate activity reports; and
 - 3. 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

- 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 and 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 and 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 USC 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 USC 2000d et seq.), Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.), the Age Discrimination Act of 1975 (42 USC 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 USC 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

- A. 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:

1. 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;
2. 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;
3. 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

- A. 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.
- B. 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

- A. 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.

- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

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 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.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal

and advertising injury, and cross-liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional 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.

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 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.

D. 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.

E. Information Technology Related Insurance

1. Cyber Liability Insurance:

- a. CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work and/or obligations hereunder by CONTRACTOR, its agents, representatives, or employees and provide COUNTY with (an) executed Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein.
- b. CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data, Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence or claim \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, malware, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- c. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage

and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY. Policy shall name the COUNTY as an Additional Insured. In the event a Contract includes a provision with higher minimum limits for Cyber Liability Insurance, the Parties agree that such higher minimum limits for Cyber Liability Insurance shall control, notwithstanding any provision to the contrary in this Contract.

F. 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.

G. 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. NON-EXCLUSIVE 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 - 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.

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ATTACHMENT A: SCOPE OF WORK

Contractor: TODEC Legal Center Perris
Program: FRC Network Specialist Hub Expansion
Contract #: CF26119
Term: Effective Date 06/30/2027

1. Program Overview

The Family Resource Center Network (Network) increases access to resources, provides linkages to prevention services, and creates opportunities for direct enrollment in services funded by the Riverside County Children and Families Commission ('COMMISSION') or administered by the County of Riverside through Network Specialists (NSs).

NSs strengthen connections between families, community resources, county services, COMMISSION-funded services, and county operated Family Resource Centers (FRCs). NSs may be embedded within community-based organizations or school districts to serve families where they already are and provide access to County-provided tools such as the Whole Person Health Score (WPHS), Benefit Navigator, and Integrated Practice Child and Adolescent Needs and Strengths (IP-CANS) for needs assessment and service linkage.

The Network emphasizes collaboration between the COMMISSION, County departments, FRCs and Community-Based Organizations (CBOs) to expand access to care coordination, prevention services, educational programs, health and wellness resources, and family support systems.

2. CONTRACTOR Responsibilities:

A. General:

1. Designate one (1) Full Time Equivalent (FTE) NS to support implementation and ongoing activities under this Contract.
2. Ensure designated NSs and appropriate staff are trained on the WPHS and other relevant tools prior to use with clients.
3. Comply with all applicable County, State, and COMMISSION policies, procedures, and reporting requirements, including confidentiality, HIPAA, as identified by COMMISSION.
4. Provide case management tools or support use of the COMMISSION case management system for client tracking and reporting.
5. Provide emergency planning capacity-building workshops for community partners' staff and volunteers.
6. Provide culturally and linguistically tailored emergency planning toolkits for families and community partners.
7. Develop collaborative partnerships with legal aid, schools, and health providers to ensure coordinated emergency response systems.

B. Whole Person Health Score (WPHS) Environment:

- 1) Complete onboarding to the County's information system(s) supporting WPHS and care coordination within 90 days of the system becoming available.
- 2) Implement informed consent practices consistent with County data governance and Commission policy prior to data entry.

- 3) Contact for Resource Referrals
- 4) Act as a central access point for clients seeking health, human, and social services.
- 5) Provide timely information on community resources, including health, housing, mental health, food security, and other social support services.
 - a) Client Education, Advocacy, Linkage, Navigation
- 6) Educate clients about available services and their eligibility, guiding them through options for accessing care or benefits.
- 7) Help clients understand their rights and services available to them, especially for complex health and human service needs.
- 8) Assist clients in navigating networks of services and agencies, including support in making appropriate appointments.
- 9) Link clients directly to service providers through warm handoffs, ensuring they connect with the right agency or program in real time.
 - a) Person-Centered Screening Process (Whole Person Health Score)
- 10) With electronic or written consent, CONTRACTOR will complete the Whole Person Health Score with clients, where appropriate, to screen multiple domains (e.g., physical/behavioral health, housing, food security).
- 11) Review and follow up on all completed WPHS assessments by educating clients, providing services, resources, and referrals, and documenting all actions. Prioritize response times using WPHS risk/need stratification so that higher-risk clients receive expedited attention while ensuring follow-up for all clients.
 - a) Closed-Loop Feedback
- 12) Utilize a closed-loop feedback system so that referral recipients report back on the outcome of referrals. This ensures tracking and follow-up to confirm whether clients receive the services they need.
 - a) Participate in the continuous improvement process by collecting and using feedback from clients and partner agencies to help identify service gaps and inform enhancements to care coordination and resource access. Report these activities and findings in the Quarterly Program Progress Report (PPR) Qualitative Narrative Summary as described in the Reporting and Accountability Requirements below.
 - b) Data Sharing and Technology Integration
- 13) Identify data-sharing opportunities and, where appropriate, propose data-sharing pathways with other systems to reduce duplicate data entry and support interoperability.
- 14) Work with the County and service providers to ensure partners have timely information on service availability to avoid delays in care provision.
 - a) Training for Contractor staff
- 15) HIPAA and client privacy regulations
- 16) Ensure that appropriate staff are trained in County provided tools which may include: WPHS, Benefit Navigator, IP-CANS, HIPAA requirements, trauma-informed care, motivational interviewing, and cultural responsiveness prior to independent client contact.
 - a) Performance Monitoring
- 17) Support reporting, evaluation, and program improvement activities.

- 18) Monitor the effectiveness of warm handoffs and closed-loop feedback processes, including referral completion and service outcomes (e.g., scheduled, started, completed, or unable to serve).

3. Reporting and Accountability Requirements

A. Quarterly Program Progress Report (PPR) Qualitative Narrative Summary

1. CONTRACTOR will collect and submit a PPR to the COMMISSION, in a format approved by the COMMISSION, that includes information related to, at minimum:
 - a. Best practices derived from partnerships with legal aid, schools, and health providers to ensure coordinated emergency response systems;
 - b. Identification of service gaps and emerging needs;
 - c. Promising equity-focused practices and strategies utilized;
 - d. Participation and demographic information of families who received emergency planning support. No immigration or citizenship data may be collected. Provide monthly and year-to-date totals;
 - e. Where available, outcomes data and any additional assessment results beyond WPHS utilization data pulled directly by the COMMISSION shall be provided to support a complete evaluation of performance;
 - f. Client success stories.

B. COMMISSION Responsibilities:

1. CONTRACTOR shall be trained by the COMMISSION on COUNTY provided tools including the WPHS tool before CONTRACTOR may use the WPHS tool as part of its intake process.
2. The COMMISSION will extract utilization data directly from WPHS (the system of record) and from any other COMMISSION-authorized data systems jointly used by the CONTRACTOR and the COMMISSION. The CONTRACTOR's obligation is limited to timely, accurate data entry in those systems; no separate spreadsheets or duplicate reports are required unless expressly requested in writing by the COMMISSION.
3. Provide technical oversight, guidance, and training.
4. Provide guidance and oversight for quantitative and qualitative data collection and reporting.
5. Serve as the County Lead Agency with administrative responsibility of the WPHS Master Agreement (incorporated by reference).
6. Monitor compliance with County, State, and COMMISSION policies, including WPHS, RivCoONE Connect, and HIPAA requirements.
7. Monitor adherence to data standards and reporting timelines for quarterly and yearly progress reports.
8. Maintain responsibility for overall data tracking and reporting.

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ATTACHMENT B: BUDGET

Budget Start Date: Effective Date
Budget End Date: 06/30/2027
Total Amount: \$100,000.00

BUDGET TABLE

PERFORMANCE PERIOD BUDGET		
Category	Description	Amount
Personnel Expenses	Salaries	\$69,472.00
Personnel Expenses	Benefits	\$17,262.00
Operational Expenses	Technology and Connectivity	\$0.00
Operational Expenses	Materials	\$4,369.60
Operational Expenses	Mileage	\$223.00
Indirect Expense	10% of Salaries and Benefits	\$8,673.40
SUBTOTAL:		\$100,000.00

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ATTACHMENT C: PAYMENT PROVISIONS

1. GENERAL

A. **REIMBURSABLE AMOUNT:** The maximum amount reimbursable over the life of this Contract shall not exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** for the duration of the Contract period as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

B. **CONTRACT PERIOD:** Effective date through 06/30/2027

C. **FISCAL**

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:
 - i. The Contract has been approved by the COMMISSION;
 - ii. The Contract has been fully executed by all Parties;
 - iii. All applicable licenses to comply with the terms of the SOW are current and valid;
 - iv. 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
 - v. COMMISSION staff have 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.A.: Fiscal Reporting.
- f. 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.

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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:

- A. Shall not use tobacco products while using the CONTRACTOR's property e.g., vehicle, equipment; and
- B. Shall not sell, offer, or provide tobacco products on CONTRACTOR's premises; and
- C. Shall have tobacco education and cessation materials visibly available and accessible to clients participating in activities funded by Proposition 10 funds; and
- D. 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
- E. 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.

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ATTACHMENT E: HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the 'Addendum') supplements and is made part of Contract No. CF26119 ('Contract') between the Riverside County Children and Families Commission, as a department of the County of Riverside ('COMMISSION') and TODEC Legal Center Perris ('CONTRACTOR') and shall be effective as of the date the Contract is approved by both Parties (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 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 COMMISSION is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent the COMMISSION discloses PHI and/or ePHI to CONTRACTOR or CONTRACTOR creates, receives, maintains, transmits, or has access to PHI and/or ePHI of the COMMISSION, 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 COMMISSION 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 COMMISSIONS'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 COMMISSION 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 COMMISSION pursuant to the Contract or as requested by the COMMISSION; and,
 - 4. De-identify all PHI and/or ePHI of the COMMISSION 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 COMMISSION.
- B. CONTRACTOR may neither use, disclose, nor access PHI and/or ePHI it receives from the COMMISSION or from another business associate of the COMMISSION, 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 COMMISSION 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 COMMISSION to CONTRACTOR for services provided pursuant to the Contract.

4. Obligations of the COMMISSION.

- A. The COMMISSION 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 COMMISSION that may affect CONTRACTOR's ability to perform its obligations under the Contract, or this Addendum.
- B. The COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION, the Secretary, in the time and manner designated by the COMMISSION or Secretary, CONTRACTOR's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from the COMMISSION or created or received by CONTRACTOR on behalf of the COMMISSION, for purposes of determining, investigating, or auditing CONTRACTOR's and/or the COMMISSION'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 COMMISSION 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 COMMISSION.
- 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 COMMISSION to the extent CONTRACTOR is to carry out the COMMISSION'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 COMMISSION or an individual as directed by the COMMISSION, within five (5) days of request from the COMMISSION, 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 COMMISSION directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from the COMMISSION, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist the COMMISSION 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 COMMISSION 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 COMMISSION, provide to the COMMISSION or any individual as directed by the COMMISSION information collected in accordance with this section to permit the COMMISSION 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 COMMISSION 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 COMMISSION discloses ePHI to CONTRACTOR or CONTRACTOR needs to create, receive, maintain, transmit or have access to the COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION and shall provide the COMMISSION with any information requested by the COMMISSION to enable the COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION, 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 COMMISSION, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, 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 COMMISSION 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 COMMISSION 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 COMMISSION and the County of Riverside as set forth herein. CONTRACTOR's obligation to defend, indemnify and hold harmless the COMMISSION and the County of Riverside shall be subject to the COMMISSION 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 COMMISSION and the County of Riverside the appropriate form of dismissal relieving the COMMISSION 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 COMMISSION 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 COMMISSION or the County of Riverside to CONTRACTOR, or created or received by CONTRACTOR on behalf of the COMMISSION and the County of Riverside, is destroyed or returned to COMMISSION and the County of Riverside, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. Termination.

- A. Termination for Breach of Contract. A breach of any provision of this Addendum by either party shall constitute a material breach of the Contract and will provide grounds for terminating this Addendum and the Contract with or without an opportunity to cure the breach, notwithstanding any provision in the Contract to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

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

2. Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Contract and this Addendum.
3. If termination of the Contract is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

1. Upon termination of this Addendum, for any reason, CONTRACTOR shall return or, if agreed to in writing by the COMMISSION, destroy all PHI and/or ePHI received from the COMMISSION, or created or received by the CONTRACTOR on behalf of the COMMISSION, and, in the event of destruction, CONTRACTOR shall certify such destruction, in writing, to the COMMISSION. 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 COMMISSION of the conditions that make such return or destruction not feasible. Upon determination by CONTRACTOR that return or destruction of PHI and/or ePHI is not feasible, CONTRACTOR shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as the CONTRACTOR maintains such PHI and/or ePHI.

12. General Provisions.

- A. **Retention Period.** Whenever CONTRACTOR is required to document or maintain documentation pursuant to the terms of this Addendum, CONTRACTOR shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the COMMISSION 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 COMMISSION to comply with the Privacy Rule, Security Rule, HIPAA, and HITECH generally.

- G. **Notices to the COMMISSION and County of Riverside.** All notifications required to be given by CONTRACTOR to the COMMISSION and County of Riverside pursuant to the terms of this Addendum shall be made in writing and delivered to the COMMISSION 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 COMMISSION and County of Riverside may hereafter designate. All notices to the COMMISSION and County of Riverside provided by CONTRACTOR pursuant to this Section shall be deemed given or made when received by the COMMISSION and County of Riverside.

County HIPAA Privacy Officer:	HIPAA Privacy Manager
County HIPAA Privacy Officer Email:	R.Compliance@ruhealth.org
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

[Remainder of Page Intentionally Left Blank]

ATTACHMENT F: USE OF DATA AND CONFIDENTIALITY

This Data and Confidentiality Agreement (the 'Addendum') supplements and is made part of Contract **CF26119** (the 'Contract') between the Riverside County Children and Families Commission, as a department of the County of Riverside ("COMMISSION") and TODEC Legal Center Perris (the 'CONTRACTOR') and shall be effective as of **Effective Date** (the date of the last signature).

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:

A. USE OF DATA

1. Disclosure of confidential data released under this Agreement for any purpose other than the purpose for which it is obtained is prohibited by law.
2. Confidential data provided under this Agreement continues to be the property of the providing party.
3. Confidential data shared under this Agreement will not be used for any purpose other than those stated herein.
4. CONTRACTOR may not disclose the confidential data to any other parties, except in aggregate.
5. 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.
6. 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.
7. 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.)

B. CONFIDENTIALITY

1. 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).

2. 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.
3. 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.
4. CONTRACTOR may disclose the confidential information disclosed to it pursuant to Contract **CF26119** 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.

[Remainder of Page Intentionally Left Blank]

ATTACHMENT G: REMOTE ACCESS USER AGREEMENT

I, the undersigned remote user, have read, understand and am fully aware of the terms of the County of Riverside ("County") Enterprise Information Systems Security Policy (Board Policy A-58), especially as applied to remote users of the County's information systems; and I agree to comply with the terms of this policy. I also agree to remain informed of and comply with future revisions to this policy.

As a remote user of the County's information systems, I will have unique access to sensitive resources that are connected through the County network. To assure security throughout the entire County network, I understand it is critical to fully comply with the measures described in the County Enterprise Information Systems Security Policy. I understand that failure to comply can place the entire County network at serious risk; and the County, in its sole judgment and discretion, may take the following actions and any other actions as determined appropriate by the County:

- a. Suspend or terminate access to County's information systems;
- b. Bring legal action for failure to comply; and/or
- c. Notify the appropriate authorities.

I, as a remote user of the County's information systems, shall at all times act in accordance with all applicable laws, County policies, rules, or procedures. I shall not use County's information systems in an improper or unauthorized manner.

Remote User Name and Title: _____

Contractor Name: _____

Remote User Signature: _____

Date: _____

Responsible COUNTY Manager Approval Authority

Name and Title: _____

Signature: _____

Date: _____

This form shall be retained in COUNTY department, district, or agency files.

ATTACHMENT H: WHOLE PERSON HEALTH SCORE ASSESSMENT MASTER AGREEMENT

**MASTER AGREEMENT
FOR USE OF THE WHOLE PERSON HEALTH SCORE ASSESSMENT
BETWEEN
COUNTY OF RIVERSIDE
AND
TODEC LEGAL CENTER PERRIS**

**MASTER AGREEMENT
FOR USE OF THE WHOLE PERSON HEALTH SCORE ASSESSMENT
BETWEEN
COUNTY OF RIVERSIDE
AND
TODEC LEGAL CENTER PERRIS**

This Master Agreement for Use of the Whole Person Health Score Assessment ("Master Agreement") is entered into by and between the **County of Riverside**, a political subdivision of the State of California, ("COUNTY" or "Riverside"), and **TODEC Legal Center Perris**, a Community Based Organization, ("CONTRACTOR" or "Licensee"), collectively 'the Parties', and shall apply to all Contracts between the Parties, as specified below.

RECITALS

WHEREAS, the Parties have entered into contracts for provision of care coordination by CONTRACTOR, as set forth in Exhibit 1, County Departments and Current Contract List, and may also enter into future contracts for care coordination by CONTRACTOR which incorporates by reference this Master Agreement, (collectively referred to as "Contracts");

WHEREAS, Riverside County Children and Families Commission ("COMMISSION") is the COUNTY Lead Agency with administrative responsibility of this Master Agreement on behalf of the COUNTY including the COUNTY Departments listed in Exhibit 1;

WHEREAS, COUNTY has developed the Whole Person Health Score Assessment ("WPHS"), and the purpose of the WPHS web application and survey ("WPHS Tool") is to collect user data and calculate from that data an alphabetic score representing the overall health of the individual submitting the data;

WHEREAS, CONTRACTOR desires to use the WPHS Tool as part of its intake process and the WPHS score for the sole purpose of care coordination; and

WHEREAS, the Parties now desire to supplement the Contracts by entering into this Master Agreement to set forth the terms and conditions related to the WPHS.

NOW THEREFORE, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by reference.
2. **Master Agreement.** The Parties agree that the Contracts are supplemented by this Master Agreement, including the Exhibits listed below, which are attached hereto and incorporated herein by this reference. In the event of any conflict between the Contracts and this Master Agreement, the terms of the Master Agreement shall control.

- | | |
|------------|--|
| Exhibit 1: | County Departments and Current Contract List |
| Exhibit 2: | Authorization for Riverside County to Disclose and Use Personal Information (Example Only) |
| Exhibit 3: | Assessment License Agreement |
| Exhibit 4: | Security and Privacy Requirements for Access to County Information System |
| Exhibit 5: | HIPAA Business Associate Agreement. |

3.Term and Termination. This Master Agreement shall be effective upon the Parties' last signature date below and shall continue in effect until the termination or expiration of all Contracts, unless terminated earlier in accordance with this Master Agreement.

4.WPHS Tool. (a) CONTRACTOR's intake process shall incorporate the COUNTY electronic Registration, Authorization for Riverside County to Disclose and Use Personal Information ("Universal Authorization"), and WPHS Tool. The Universal Authorization, an example of which is attached hereto as Exhibit 2, may be updated from time to time by the COUNTY without amendment to this Master Agreement. (b) The Parties agree to comply with the requirements of the Assessment License Agreement, attached hereto as Exhibit 3. (c) CONTRACTOR shall be trained by the COUNTY on the WPHS Tool before CONTRACTOR may use the WPHS Tool as part of its intake process for its clients. The specifics of the training, including scope, content, duration, format, and schedule, shall be determined by the COUNTY. (d) CONTRACTOR shall use the WPHS score for the sole purpose of care coordination for its clients pursuant to the Contracts.

5.Data Ownership. CONTRACTOR receives funding/payment pursuant to the Contract(s) for care coordination of its clients. The Parties agree that the expectation for the associated funding/payment includes the CONTRACTOR's use of the WPHS Tool to assist in care coordination of its clients and provision of the data associated with the WPHS Tool for the COUNTY to advance its own care coordination efforts. The Parties further agree the COUNTY owns all data inputted by CONTRACTOR into any of the COUNTY Information System pursuant to this Master Agreement (including, but not limited to, all WPHS data concerning individuals that are provided through the WPHS Tool). Such data are the COUNTY's data.

6.HIPAA Business Associate Agreement. CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. The Parties agree to comply with the requirements of the HIPAA Business Associate Agreement, attached hereto as Attachment H-0, Exhibit 5.

7.County Information System. (a) Subject to CONTRACTOR's compliance with all terms and conditions of this Master Agreement including, but not limited to, the Security and Privacy Requirements for Access to County Information System, attached hereto as Exhibit 4, COUNTY may at its sole discretion provide CONTRACTOR with minimally necessary access to COUNTY Information System. CONTRACTOR's use of the COUNTY Information System shall be limited to County business. (b) COUNTY has the sole discretion to determine the minimum necessary data content that can be accessed by CONTRACTOR through the COUNTY Information System pursuant to this Master Agreement. Such data content shall be used by CONTRACTOR only for purposes of client care coordination. Such data content includes client registration, Universal Authorization, WPHS score and referral type, referral receipt confirmation (agency confirm receipt of CONTRACTOR's client referral), and referred agency closeout (referred agency confirm referral has been processed).

8.Compliance with Applicable Laws. (a) CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, Welfare and Institutions Code Section 10850. In the event there is a conflict between the various laws or regulations that may apply, CONTRACTOR shall comply with the more restrictive law or regulation. (b) CONTRACTOR agrees to take reasonable measures to protect the privacy and security of all information received from the COUNTY and not to use or disclose any information it receives in a manner that would compromise the COUNTY's obligations under Section 10850

of the Welfare and Institutions Code to keep public social services records confidential. (c) CONTRACTOR shall comply with all applicable privacy laws and regulations including, but not limited to, obtaining any necessary authorizations, consents, or other permissions required under such laws or regulations prior to the disclosure of CONTRACTOR's confidential information to the COUNTY under this Master Agreement.

9. Confidentiality. (a) CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received in connection with this Master Agreement ("Confidential Information"). Without limiting the generality of the foregoing, CONTRACTOR shall not use for personal gain or make other improper use of Confidential Information. Confidential Information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors, or suppliers in advance of official announcement. (b) CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services in connection with this Master Agreement. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Master Agreement. 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 Master Agreement or as authorized in writing in advance by COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph. (c) CONTRACTOR shall take special precautions (including, but not limited to, sufficient training of CONTRACTOR's staff before they begin work) to protect Confidential Information from loss or unauthorized use, access, disclosure, modification, or destruction. (d) COUNTY reserves the right to designate CONTRACTOR staff who receive Confidential Information as members of a COUNTY multidisciplinary personnel team ("MDT"), for purposes of receiving and disclosing such information in connection with the provision of services to the COUNTY under this Master Agreement. The Parties acknowledge that CONTRACTOR is a service provider of the COUNTY and the services it furnishes under this Master Agreement are relevant to the care coordination efforts of the COUNTY, which may include strategies aimed at preventing, identifying, assessing, or treating illness, abuse, or neglect. This Master Agreement supports the COUNTY's efforts to develop interagency treatment and support strategies, ensure maximum coordination with existing community resources, ensure maximum access on behalf of County of Riverside residents, and avoid duplication of efforts. CONTRACTOR shall cooperate with any requests by COUNTY related to the designation of CONTRACTOR staff as members of a COUNTY MDT to ensure compliance with MDT requirements.

10. No Offshore Work or Services. CONTRACTOR, its employees, agents, and/or subcontractors shall not: (i) perform any work, services, and/or obligations under this Master Agreement at any location outside of the United States of America (USA); and/or (ii) transmit COUNTY information related to this Master Agreement (including, but not limited to, WPHS data, public social services information, personally identifiable information, and/or protected health information (PHI) of the COUNTY) outside of the USA. Additionally, no CONTRACTOR employee, agents, and/or subcontractors outside of the USA will receive, process, transfer, handle, store or have access to COUNTY information in oral, written, or electronic form.

11. Cyber Liability Insurance. CONTRACTOR shall procure and maintain for the duration of this Master Agreement insurance against claims for injuries to person or damages to

property which may arise from or in connection with the performance of the work and/or obligations hereunder by CONTRACTOR, its agents, representatives, or employees and provide COUNTY with an executed Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein. CONTRACTOR shall procure and maintain for the duration of this Master Agreement insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Master Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, malware, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY. Policy shall name the COUNTY as an Additional Insured. In the event a Contract includes a provision with higher minimum limits for Cyber Liability Insurance, the Parties agree that such higher minimum limits for Cyber Liability Insurance shall control, notwithstanding any provision to the contrary in this Master Agreement.

12. Miscellaneous. All other terms and conditions of the Contracts not modified herein shall remain unchanged.

13. Counterparts; Signatures. This Master 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. CONTRACTOR represents and warrants that the individual signing this Master Agreement on behalf of CONTRACTOR has full and complete authority to bind CONTRACTOR to each and every term of this Master Agreement and any attachments hereto. Each Party to this Master 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 Master Agreement. The Parties further agree that the electronic signatures of the Parties included in this Master Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

2. [SIGNATURE PAGE FOLLOWS]

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

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

TODEC LEGAL CENTER PERRIS, a
Community Based Organization

By: Karen S. Spiegel
Karen Spiegel
Chair, Board of Supervisors

By: luz gallegos
Luz Gallegos
Executive Director

Date: APR 14 2026

Date: 04/24/2026

ATTEST:
Kimberly Rector
Clerk of the Board

By: [Signature]
Deputy

Date: APR 14 2026

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: [Signature]
Kristine Bell-Valdez
Supervising Deputy County Counsel

Date: 4/2/26

LEAD AGENCY:

Riverside County Children and Families
Commission

By: Charna Widby
Charna Widby,
Executive Director

Date: 04/29/2026

ATTEST:

By: [Signature]
Lynn Stephens,
Executive Assistant IV

Date: 04/29/2026

3. EXHIBIT 1: COUNTY DEPARTMENTS AND CURRENT CONTRACT LIST

COUNTY and CONTRACTOR have entered into the following Contracts for provision of care coordination by CONTRACTOR:

1. Riverside County Children and Families Commission
 - a. FRC Network Specialist - Emergency Planning CF26119 effective upon execution.

4. [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit 2: Authorization for Riverside County to disclose and use Personal Information

Authorization for Riverside County to Disclose & Use Personal Information

Purpose and Use of Authorization

Riverside County has many agencies that can offer you help.

By signing this form, you will allow County agencies to share your information with each other to improve your experience and help the County serve you.

Your information may be used to determine your eligibility for public programs, connect you with resources, and follow up to make sure you are receiving the help you need.

Your information may also be shared to coordinate and improve services and treatment provided by County agencies and their contractors. *You will not be enrolled in programs without your permission.*

Start Here

Select your Home Agency to begin process.

Home Agency *

Choose one from the drop down list.

Complete all pages of the form by clicking NEXT or selecting the next page from tabs at the top of the form.

What Information Can Be Disclosed?

This Authorization allows disclosure of your personal information, health records, and social services records. The information may come from your health care provider, case worker, care navigator, or other contact from Riverside County or their contractors. The information shared may be written or spoken.

Select the types of information that can be disclosed by clicking the box next to the item.

I authorize disclosure of the following information and records about me:

Check all that apply.

- ☐ Basic documentation (including photo ID, IRS Form W-2, VA Form DD214)
- ☐ Demographic Information (including name, address, phone number, date of birth, social security number)

- ☐ Financial Information (including earnings, assets, health insurance)
- ☐ My enrollment in County programs (including substance-use programs, self-sufficiency programs such as CalWORKs, CalFresh, TANF, and other social service programs)
- ☐ Medical Information (including diagnoses and treatment plans)
- ☐ Education Records (including special education records, health records)
- ☐ Social Services Records (including service plan and eligibility determination packet)
- ☐ Mental Health Treatment Information
- ☐ Genetic testing information
- ☐ HIV test results
- ☐ Substance use disorder records (including alcohol and drug treatment Information)

Who May Disclose your Information?

Select the Riverside County agencies authorized to disclose your information.

I authorize the following Riverside County agencies to disclose my information to each other:

Select all that apply

- ☐ Riverside University Health System (Medical Center, Community Health Centers, Behavioral Health, Public Health)
- ☐ Riverside County Department of Public Social Services (assistance programs for food, cash, housing, health coverage such as Medi-Cal, CalFresh, CalWORKs)
- ☐ Riverside County Office on Aging (support services for seniors, people with disabilities, and their caregivers)
- ☐ First 5 Riverside County (assistance through family resource centers, access to quality childcare, home visiting, pediatric services, developmental screenings, parent support services)
- ☐ Riverside County Housing and Workforce Solutions (HWS): (Workforce Development, Housing Authority of Riverside County, Continuum of Care, Community Solutions Division, Community Action Partnership (CAP))
- ☐ Riverside County Child Support Services (helping parents and guardians to access legal rights and payments)
- ☐ Riverside County Veterans Services (access to benefits, treatment services, compensation)

- ☐ Riverside County Probation (assistance with understanding court procedures, Victim Restitution Services, outreach kiosk reporting)
- ☐ All of the Above

I also authorize the Riverside County agencies checked above to disclose my information to:

- ☐ Contractors helping to operate Riverside County programs

My Rights

- I have the right to receive a copy of this authorization.
- I have the right to tell you to stop sharing my information. I can ask you to stop sharing by mailing or personally delivering a signed, written revocation to:

**Riverside County
Office of Service Integration
3901 Lime Street,
Riverside, CA, 92501**

- If I ask you to stop sharing my information, this authorization will no longer have effect, but information may have already been shared when the authorization was in effect.
- If I do not sign this authorization, Riverside County will not deny me treatment, enrollment, or eligibility for benefits. However, the County may not be able to share my information to provide me additional help.
- Some information may no longer be protected by privacy laws once it is shared or may be shared again for permissible purposes such as treatment or health care operations.
- No one who receives substance use disorder records from my treating providers because of this authorization may use the records against me in civil or criminal proceedings.

Contact Information & Authorization

Please enter the information below.

First Name *

Last Name *

Date of Birth *

E-mail

Enter email to have a copy of this form sent to you.

Phone Number

Enter primary contact number.

Address

Street Address

Address Line 2

City

State/Province/Region

Postal/Zip Code

Country

Witness

Optional

This authorization will expire one year from date below.

Signature *

Sign

Date

Parent/Guardian/Representative

PRINT NAME: _____

Signature: _____

Date: _____

Relationship: _____

5. EXHIBIT 3: ASSESSMENT LICENSE AGREEMENT

This Assessment License Agreement ("**Agreement**") between the County of Riverside, a political subdivision of the State of California, ("**Riverside**") and TODEC Legal Center Perris ("**Licensee**") is made part of, and shall be effective upon the effective date of, the Master Agreement. Licensee and Riverside may be referred to in this Agreement individually as a "**party**" or jointly as the "**parties**." This Agreement governs the Assessment, as defined below, provided by Riverside to Licensee.

6. RECITALS

A. Riverside has developed a Whole Person Health Score Assessment (the "**WPHS**") that provides an alphabetic score representing overall health of an individual. Riverside makes the WPHS available to third parties under the terms of this Agreement.

B. Licensee desires to license access to and use of the WPHS, as further defined in this Agreement.

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. **Definitions.** For purposes of this Agreement:

"**End User**" means individuals to whom Licensee uses the WPHS in making an assessment in connection with the Master Agreement.

"**WPHS**" or "**Assessment**" means the version of the Whole Person Health Score Assessment identified in Exhibit A and any updates or new releases furnished to Licensee by Riverside under this Agreement. The Assessment may be furnished in either electronic or hardcopy forms.

2. **License Grant to WPHS.** Subject to the terms of this Agreement, including Exhibit A, during the Term (as defined below), Riverside grants Licensee a limited, non-transferable, "as-is," non-exclusive license to use the WPHS in connection with rendering services to its End Users in connection with the Master Agreement. Licensee may not modify or edit the WPHS (other than for format and style) without Riverside's prior written authorization.

3. **Digital Watermarking and Other Copyright Management Mechanisms.** The WPHS constitutes valuable intellectual property of Riverside. To protect the value of that property, the WPHS may contain various mechanisms to identify and prevent copyright infringement (e.g., digital watermarking, database salting, copy protection, etc.). Licensee will not attempt to modify, circumvent, or disable these mechanisms. Any such activity will be deemed a material, non-curable breach of this Agreement. Further, removal or modification of such copyright management information may be a violation of the Digital Millennium Copyright Act.

4. **End Users.** Licensee is solely and exclusively liable for any warranties or representations made by Licensee to End Users regarding Licensee's use of the WPHS and results obtained. Further, Licensee shall contractually prohibit the End User from attempting to record, copy, or extract the WPHS from the Licensee Products.

5. **Restrictions.** Licensee may not: (i) remove, obscure, or destroy any copyright notices, other proprietary markings or confidentiality legends placed on or made available through the WPHS; or (ii) use the WPHS in any manner or for any purpose inconsistent with the terms of this Agreement.

6. **Intellectual Property.** The WPHS represents valuable intellectual property of Riverside. This is not a work made-for-hire agreement (as that term is defined in Section 101 of Title 17 of the United States Code) nor a sale of intellectual property. Riverside owns all rights, title, and interest, including intellectual property rights, in the WPHS and all enhancements, modifications, and updates thereto. Except for the express, limited license granted in this Agreement, Riverside is not granting or assigning

to Licensee any right, title, or interest, express or implied, in or to Riverside's intellectual property. Riverside reserves all rights in such property. For clarity, the term intellectual property shall also encompass any copyright applications filed by Riverside for the licensed material and any updates or revisions thereto, whether such applications are pending, granted, or rejected. Licensee acknowledges and agrees that Riverside retains all intellectual property rights, including but not limited to copyright rights, in and to the licensed material and any updates or revisions thereof, during and after termination of this Agreement.

7. Updates. From time-to-time, Riverside may furnish Licensee with updates and corrections to the WPHS that Riverside makes generally available to its other licensees without charge ("**Updates**"). All Updates are deemed included in the definition of "WPHS" and subject to all relevant terms of this Agreement.

8. Audit. During the Term, Riverside or its designee may audit Licensee's compliance with the terms of this Agreement, including the scope of the license granted herein. Licensee will reasonably cooperate with the audit. In the event an audit identifies a non-compliance with the terms of this Agreement, Licensee will promptly pay (i) the reasonable costs of the audit; and (ii) all damages suffered by Riverside.

9. Reserved.

10. Disclaimers. THE WPHS IS PROVIDED AS A CONVENIENCE TO LICENSEE, "AS IS," WITH ALL

FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. RIVERSIDE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE/NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION, MARKETING OR PROMOTIONAL MATERIALS, OR ADVICE GIVEN BY RIVERSIDE OR RIVERSIDE'S AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE RIVERSIDE'S OBLIGATIONS HEREUNDER.

THE WPHS DOES NOT RENDER HEALTHCARE ADVICE OR DIAGNOSIS. LICENSEE AND ITS PERSONNEL ARE SOLELY RESPONSIBLE FOR USING THEIR OWN PROFESSIONAL JUDGMENT IN ASSESSING THE VALIDITY AND USEFULNESS OF ANY RESULTS OR OTHER INFORMATION OBTAINED THROUGH THE WPHS.

11. Licensee Indemnity. Licensee will defend and indemnify Riverside and hold it harmless from any and all claims, losses, deficiencies, damages, liabilities, fines, sanctions, costs, and expenses (including but not limited to reasonable attorneys' fees) incurred by Riverside as a result of (i) its use of the WPHS in excess of the rights granted in this Agreement; or (ii) any claim by End User arising from use of the WPHS or the results therefrom. The specified insurance limits required in the Master Agreement shall in no way limit or circumscribe Licensee's obligations to indemnify and hold harmless Riverside from third party claims.

12. Reserved.

13. Limitations of Liability. RIVERSIDE WILL HAVE NO LIABILITY TO LICENSEE OR ANY THIRD PARTY FOR ANY (A) LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT AND THE WPHS; OR (B) ANY OTHER DAMAGES, WHETHER IN CONTRACT OR TORT, IN AGGREGATE IN EXCESS OF THE FEES PAID BY LICENSEE TO RIVERSIDE HEREUNDER IN THE THREE MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. The allocations of liability in this Section represent the agreed, bargained-for understanding of the parties and Riverside's compensation hereunder reflects such allocations. The

limitation of liability and types of damages stated in this Agreement are intended by the parties to apply regardless of the form of lawsuit or claim a party may bring, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose.

14. Term and Termination. This Agreement will be effective upon the effective date of the Master Agreement and continue thereafter until termination or expiration of all Contracts between Riverside and Licensee, as provided in the Master Agreement, ("Term"), unless earlier terminated as provided herein. Either party may terminate this Agreement upon a material breach of the other party, if the breaching party does not cure the breach within thirty (30) days after receipt of written notice from the other party specifying the breach.

15. Notices. All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

County of Riverside / Lead Agency

Riverside County Children and Families Commission
585 Technology Court
Riverside, CA 92507
Attention: Charna Widby

Licensee

TODEC Legal Center Perris
234 South D Street Suite 14b
Perris, CA 92570
Attention: Luz Gallegos

Lead Agency

Riverside County Children and Families Commission
585 Technology Court
Riverside, CA 92507
Attention: Charna Widby

Obligations of Licensee. (a) Licensee is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of Riverside. There shall be no employer-employee relationship between the parties; and Licensee shall hold Riverside harmless from any and all claims that may be made against Riverside based upon any contention by a third party that an employer employee relationship exists by reason of this Agreement. (b) Licensee shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in connection with this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.) and all other applicable laws or regulations. (c) Licensee shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of Riverside. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect. (d) Licensee shall not use for personal gain or make other improper use of Riverside's privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes, but is not limited to, unpublished or sensitive technological or scientific information, security records, Riverside information, or data which is not subject to public disclosure, and Riverside operational procedures. (e) Licensee certifies that it is not debarred from the United States General Services Administration's System for Award Management (SAM). Licensee must notify Riverside immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (FedReg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). (f) Licensee shall comply with all applicable Federal, State, and local laws and regulations. In the event

there is a conflict between the various laws or regulations that may apply, Licensee shall comply with the more restrictive law or regulation.

Miscellaneous Provisions. Nothing in this Agreement will create in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party and nothing in this Agreement shall be construed to create any agency, joint venture, or partnership. This Agreement constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. This Agreement may not be modified, amended or in any way altered except by written amendment signed by authorized representatives of both parties. Any terms and conditions which may appear as pre-printed language or otherwise be on, attached to, or inserted within any order forms, quotes, invoices, bills, or other similar forms or documents issued by Licensee shall be of no force or effect even if such forms or documents are accepted by Riverside. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement will remain valid and enforceable according to its terms. If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply. This Agreement is governed by and construed in accordance with the laws of the State of California as applied to agreements entered into and wholly performed within California between California residents. Any action or proceeding brought by either party hereto shall be brought only in a state or federal court of competent jurisdiction located in Riverside County, California, and the parties submit to the in personam jurisdiction of such courts for purposes of any action or proceeding. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY UNDER THIS AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH IN THIS AGREEMENT WILL REMAIN IN EFFECT.

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Exhibit A: Version of WPHS

WPHS: Select version of WPHS licensed:

- ☐ Adolescent Version
☒ Adult Version

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8. EXHIBIT 4: SECURITY AND PRIVACY REQUIREMENTS FOR ACCESS TO COUNTY INFORMATION SYSTEM

COUNTY and CONTRACTOR agree as follows:

1. Access to Confidential Information through County Information Systems. COUNTY agrees to provide CONTRACTOR with access to COUNTY Information Systems, which may contain Confidential Information (including, but not limited to, protected health information ("PHI"), personally identifiable information, public social services information), subject to the terms and conditions set forth in this Master Agreement. CONTRACTOR may access only the minimum amount of Confidential Information necessary to perform contracted services on behalf of the COUNTY under this Master Agreement.

2. County Issued Account Identities. (a) CONTRACTOR employees may be required to utilize and manage individual COUNTY assigned identity credentials to access COUNTY Information Systems that are managed and operated by respective COUNTY agencies. Users issued COUNTY credentials are required to comply with all COUNTY security and compliance methods, without exception, as directed by the issuing COUNTY agency, including, but not limited to, multi-factor authentication and conditional use restrictions. (b) CONTRACTOR accepts responsibility for the management of COUNTY issued accounts, including notifying respective COUNTY agencies of the onboarding and offboarding of CONTRACTOR employees assigned credentials and ensuring the completion of required User training in compliance with COUNTY Board Policies. (c) For purposes of this Exhibit 4, the terms "Users" and "User" refer to CONTRACTOR employees authorized by the COUNTY to have, and having, access to COUNTY Information Systems.

3. Protection of Confidentiality and Security of Confidential Information. CONTRACTOR agrees to protect the confidentiality and security of any Confidential Information accessed from the COUNTY in accordance with this Master Agreement. CONTRACTOR, including its Users, shall not access Confidential Information for "curiosity viewing," which includes viewing their own personal Confidential Information as well as that of their children, family members, friends, or coworkers, and all others unless access is necessary to provide contracted services under this Master Agreement. CONTRACTOR, including its Users, shall not attempt to circumvent security mechanisms designed to restrict access.

4. Usernames and Passwords. CONTRACTOR, including its Users, shall not share their username, password or access device with any other person or allow anyone else to access COUNTY Information Systems under their username, password, or access device. CONTRACTOR shall notify the COUNTY immediately if CONTRACTOR becomes aware of or suspect that another person used the username, password, or device of CONTRACTOR, including its Users, to gain access to any COUNTY Information Systems.

5. Printing Confidential Information. If CONTRACTOR or its Users print Confidential Information, CONTRACTOR and Users shall protect the printed Confidential Information from any access or use not authorized by this Master Agreement, and thereafter shred (cross-cutting) such copies when they are no longer required for the purposes authorized herein. If printed Confidential Information is stolen or lost, the CONTRACTOR agrees to notify the COUNTY within 12 hours.

6. Auditing Compliance. CONTRACTOR agrees that CONTRACTOR's compliance with this Master Agreement may be reviewed and audited by the COUNTY and, upon request by COUNTY, CONTRACTOR will return any software or equipment to the COUNTY and/or uninstall or delete any software programs.

7.Risks and Warranties. The Parties recognize that remote access introduces unique risks that may exist on the remote access device that compromises the integrity and security of data and remote access, including but not limited to spyware, hacker access, viruses, worms, and other harmful software (collectively referred to as "Remote Access Risks"). COUNTY will not be responsible or liable for any losses or damages related to Remote Access Risks. CONTRACTOR agrees that the COUNTY will not be liable for any direct, indirect, incidental, special, or other damages incurred by CONTRACTOR. COUNTY does not guarantee or warrant the availability of remote access of COUNTY Information Systems. COUNTY reserves the right to impose additional information security safeguards including, without limitation, software, and hardware requirements.

8.Breach Notification. CONTRACTOR shall notify the COUNTY within 12 hours of any access, use, or disclosure of Confidential Information for purposes other than those permitted by this Master Agreement.

9.Confidentiality Concerns. When a suspicion of or actual security incident occurs involving a remote access User who has obtained unauthorized access to Confidential Information, has disclosed Confidential Information in violation of federal or state laws or regulations, has violated any COUNTY policies or procedures regarding confidentiality or the use of Confidential Information, or has violated any provisions of this Master Agreement, the COUNTY, in its sole judgment and discretion, may take the following actions and any other actions as determined appropriate by the COUNTY:

- a. Suspend or terminate remote access User's access to COUNTY Information Systems;
- b. Bring legal action to enforce this Master Agreement; and/or
- c. Notify the appropriate authorities.

10. Contractor Responsibilities. CONTRACTOR shall:

- a. Require each CONTRACTOR employee who has been granted remote access to COUNTY Information Systems to sign a separate Remote Access User Agreement with the COUNTY and obtain a unique username and password. CONTRACTOR shall prohibit its employees from sharing usernames and passwords.
- b. Require each CONTRACTOR employee to complete the COUNTY's onboarding and training pre-requisites prior to accessing any COUNTY Information Systems including, but not limited to, HIPAA trainings required by the COUNTY.
- c. Agree to train its employees on the requirements of this Master Agreement and is responsible for its employee's compliance with all provisions of this Master Agreement.
- d. Notify the COUNTY Help Desk at (951) 955-9900 within 12 hours of termination of CONTRACTOR's employee. COUNTY will terminate such User's remote access upon notification.
- e. Be financially responsible for all costs (including, but not limited to, the required notification and the maintenance of customer relation phone lines, civil penalties, and damages) that the COUNTY incurs as a result of an unauthorized use or disclosure caused by CONTRACTOR or its Users.

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Exhibit 5: HIPAA Business Associate Agreement

Addendum to Contract

9. BETWEEN THE COUNTY OF RIVERSIDE AND TODEC LEGAL CENTER PERRIS **("CONTRACTOR")**

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of, the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, 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 Underlying Agreement; 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 111-5 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 Underlying Agreement; and

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

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, 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 County 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 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 ("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 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 under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County'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 Underlying Agreement or to perform functions, activities, or services for, or on behalf of, County 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 County 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 County pursuant to the Underlying Agreement or as requested by County; and,
4. De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Notwithstanding other provisions in this Addendum or the Underlying Agreement, 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.

D. CONTRACTOR agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. § 2.11, with respect to the use and disclosure of PHI that also constitutes a “record” under the definitions in 42 C.F.R. § 2.11.

3. **Prohibited Uses and Disclosures.**

A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.

B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, 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 County 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 Underlying Agreement 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 Underlying Agreement 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 Underlying Agreement 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 County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County 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 County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
 - B. County 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 Underlying Agreement, or this Addendum.
 - C. County 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. County 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. County 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 Underlying Agreement.
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 County 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 County 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 County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating, or auditing Contractor's and/or County'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 County 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 County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - 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 County to the extent Contractor is to carry out County'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 constitutes 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 County or an individual as directed by County, within five (5) days of request from County, 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 County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
 - C. **Accounting of disclosures of PHI and electronic health record.** Assist County 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 County 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 County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3. Make available for County 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 County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County 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 County 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 County 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 County 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 County 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 County and shall provide County with any information requested by County to enable County 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 County 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 County 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 County, 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 County 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 County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) 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 County, all Agencies, Districts, Special Districts and Departments of 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 County, all Agencies, Districts, Special Districts and Departments of 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 County, 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 County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County 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 County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County 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 Underlying Agreement 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 County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement 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 Underlying Agreement 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 Underlying Agreement and this Addendum.
3. If termination of the Underlying Agreement 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 nonbreaching party.

B. **Effect of Termination.**

1. Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. 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 County 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 Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County 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 Underlying Agreement 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 Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA, and HITECH.

2. Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA, and HITECH generally.

G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by email and to the address listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. Business Associate shall ensure all email notifications that contain PHI are encrypted before transmitting to Covered Entity. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

10. COUNTY HIPAA PRIVACY OFFICER: HIPAA PRIVACY MANAGER

County HIPAA Privacy Officer Email: R.Compliance@ruhealth.org

County HIPAA Privacy Officer Address:

26520 Cactus Avenue,

Moreno Valley, CA 92555 County HIPAA Privacy

Officer Phone Number: (951) 486-6459

11. [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

F.2. **26-35:** Approve and Ratify Memorandum of Understanding with Riverside University Health System - Public Health for Shared Staffing from July 1, 2026 – June 30, 2029, **(MOU NO. HSARC – 27-020) [\$957,581 – PROP 10 FUNDS]**



AGENDA ITEM 26-35

DATE OF MEETING: September 9, 2026

ACTION: ☒

**APPROVE AND RATIFY MEMORANDUM OF UNDERSTANDING (MOU) WITH
RIVERSIDE UNIVERSITY HEALTH SYSTEM - PUBLIC HEALTH
FOR SHARED STAFFING FROM JULY 1, 2026 – JUNE 30, 2029
MOU NO. HSARC-27-020 [\$957,581 – PROP 10 FUNDS]**

SUMMARY OF REQUEST

Approve and ratify a new MOU No. HSARC-27-020 with Riverside University Health System - Public Health (RUHS-PH) for an amount not to exceed \$957,581 for July 1, 2026 – June 30, 2029. This MOU supports one (1.0) Full-Time Equivalent (FTE) Epidemiologist and adds one (1.0) FTE Research Specialist II to strengthen evaluation, epidemiological analysis, data integration, reporting, and other data-informed system improvement activities.

BACKGROUND

The existing Epidemiologist position has provided vital support for program evaluation, performance monitoring, and data integration across key First 5 Riverside County initiatives, including HealthySteps, CalWORKs Home Visiting, and Family Resource Centers. This action formalizes and continues funding for these services, previously supported under MOU No. HSARC-25-007.

To maintain public health-informed analytics and strengthen interagency data partnerships, staff recommend establishing a new MOU to include both the Epidemiologist and add a Research Specialist II position. This action ensures continuity of essential analytical functions, shared data dashboards, and advances the county's prevention-focused infrastructure priorities.

The updated Scope of Work will add support for ongoing research and epidemiological analysis related to maternal and child health trends. Additionally, this continued investment in data capacity is directly aligned with the Commission's new Strategic Plan for 2027– 2030, strengthening evidence-driven decision-making and system coordination across the early childhood landscape.

The prior shared-staffing MOU expired June 30. First 5 wants to continue the Epidemiologist function and intentionally increase its analytical capacity by adding a

Research Specialist II. The new three-year interdepartmental MOU creates a dedicated data and evaluation team supporting Commission priorities and evaluation, with \$957,581 in capped personnel costs through June 2029. Services continued July 1 while the replacement agreement was finalized, so the Commission is being asked to approve and ratify the new agreement.

On July 09, 2025 (Action Item 25-27), the Commission approved First Amendment to Memorandum of Understanding (MOU) No. HSARC-25-007 with Riverside University Health System - Public Health (RUHS-PH) July 1, 2024 – June 30, 2026, for an amount not to exceed \$481,565.

On July 10, 2024 (Action Item 24-25), the Commission approved the original Shared Staffing MOU with RUHS-PH July 1, 2024 – June 30, 2026, for an amount not to exceed \$320,140.

RECOMMENDED ACTION

That the Commission:

1. Ratify and approve Memorandum of Understanding (MOU) No. HSARC-27-020 with Riverside University Health System - Public Health, for a total amount not to exceed \$957,581, effective July 1, 2026 – June 30, 2029; and
2. Authorize the Executive Director to negotiate and execute the final MOU and subsequent administrative amendments, subject to County Counsel approval as to form, provided that such modifications do not increase the total amount above \$957,581 or materially expand the scope approved by the Commission, including budget reallocations within the approved amount and, if necessary, a no-cost extension of the project period.

BUDGET IMPACT

Adequate appropriation is included in the approved Fiscal Year 26/27 budget. Expenditures in subsequent fiscal years are contingent upon the availability of Proposition 10 funding and appropriation through the Commission's annual budget process.

STRATEGIC PLAN RELEVANCE

Goal Area 4 – Countywide (92980)

POTENTIAL CONFLICTS OF INTEREST

Commissioner Kimberly Saruwatari, Director, Public Health

ATTACHMENT

1. HSARC-27-020 A0 Riverside University Health System - Public Health Memorandum of Understanding

RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH

MEMORANDUM OF UNDERSTANDING

AGENCIES: County of Riverside - Children & Families Commission, a.k.a FIRST 5 Riverside County
Riverside University Health System – Public Health

MOU TERM: July 1, 2026 through June 30, 2029

MAXIMUM REIMBURSABLE AMOUNT: \$957,581

CONTRACT ID: HSARC 27-020

WHEREAS, this Memorandum of Understanding (MOU) is entered into between County of Riverside – Children & Families Commission, a.k.a FIRST 5 Riverside County (“First 5”), and the Riverside University Health System – Public Health (“RUHS-PH”), both as Departments of the County of Riverside, a political subdivision of the state of California, for close collaboration to advance data-informed decision-making and strategic systems development. Both agencies are collectively referred to as “Parties.”

WHEREAS, FIRST 5 desires RUHS-PH to provide two administrative positions with specialized expertise to bridge data, evaluation, and reporting efforts, transforming information into actionable insights as in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specifies the responsibilities of First 5 and RUHS-PH.

NOW THEREFORE, First 5 and RUHS-PH do hereby covenant and agree that First 5 and RUHS-PH shall provide said services in accordance with the terms and conditions contained herein of this MOU.

Authorized Signature for Riverside County Children & Families Commission (a.k.a First 5 Riverside County)	Authorized Signature for Riverside University Health System – Public Health (RUHS-PH)
Printed Name and Title of Person Signing: Charna Widby Executive Director	Printed Name and Title of Person Signing: Kim Saruwatari Director of Public Health
Address: 585 Technology Ct. Riverside, CA 92507	Address: 4065 County Circle Dr. Riverside, CA 92503
Date Signed:	Date Signed:
Approve as to Form: Kristine Bell-Valdez Supervising County Counsel	Approval as to Form: Minh C. Tran County Counsel
Date Signed:	Date Signed:
Attest Signature: Lynn M. Stephens Executive Assistant IV	Essen Sainz Deputy County Counsel
Date Signed:	Date Signed:

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MOU TERMS AND CONDITIONS

I. DEFINITIONS

- A. The term “RUHS-PH” refers to the Riverside University Health System – Public Health, which has administrative responsibility for this MOU.
- B. The term “EPE” refers to the Epidemiology and Program Evaluation Branch of RUHS-PH
- C. The term “First 5” refers to the County of Riverside Children and Families Commission, which has administrative responsibility for this MOU.

II. OBJECTIVE

To establish a dedicated data team within the Epidemiology and Program Evaluation Branch (EPE) of RUHS-Public Health, consisting of a full-time Epidemiologist and a full-time Research Specialist II. This multi-disciplinary team will drive the development of robust evaluation frameworks and deploy innovative data pipelines to seamlessly integrate data across RUHS-Public Health and First 5. Ultimately, the team aims to transform raw information into real-time analytics and actionable insights to support evidence-based decision-making, monitor key health metrics, and advance the core objectives of First 5. The costs of these positions will be funded by First 5. The title of the administrative positions is referred to as Epidemiologist and Research Specialist II.

III. RUHS-PH RESPONSIBILITIES

RUHS-PH shall:

- A. Assign staff to closely collaborate with First 5’s Program teams to advance data-informed decision-making and strategic systems development as contained in this MOU.
- B. Invoice FIRST 5 for services and activities provided by as specified in Attachment I - Scope of Work and Attachment II - Budget
- C. Review and concur with progress reports for activities and services completed as specified in the Budget and Scope of Work.
- D. Collaborate with FIRST 5 on information requests from internal or external partners, such as the Department of Public Social Services and partner agencies.
- E. Retain responsibility for hiring, classification, supervision, performance management, payroll, benefits, and other employer responsibilities for personnel funded under this MOU.

IV. FIRST 5 RESPONSIBILITIES

FIRST 5 shall:

- A. Assign staff to closely collaborate with the RUHS-PH with regards to requests and access to data and strategic systems as contained in this MOU.
- B. Reimburse RUHS-PH for services and activities provided as specified in the attached Budget and Scope of Work.

- C. Advise RUHS-PH in writing of all new or updated State regulations, recommendations, and or directives related to deliverables in this MOU.
- D. Collaborate with RUHS-PH on information requests from internal or external partners, such as the Department of Public Social Services and partner agencies.
- E. Establish program priorities, requested work products, and deliverable expectations in collaboration with RUHS-PH.

V. MEETINGS

- A. Both Parties shall meet on a monthly basis in support of the (MOU).
- B. Program, fiscal and management staff from RUHS-PH and FIRST 5 will hold project status meetings as needed. All liaisons will meet at the mid-point and year-end to review fiscal reports.
- C. These meetings will serve as a communication arena with discussion that may include, but is not limited to, the following: progress on activities delineated in the work plan, progress reports, fiscal reports, status of services and activities contained in this MOU and other topics as needed.

VI. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

- 1. Total reimbursement by First 5 to RUHS-PH under this MOU shall not exceed NINE HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED EIGHTY-ONE DOLLARS (\$957,581). This amount represents the total reimbursement for the RUHS-PH personnel costs identified in Attachment II – Budget.

B. INVOICING AND SUPPORTING DOCUMENTATION

- 1. RUHS-PH shall invoice FIRST 5 for the services listed in Attachment II - Budget on a quarterly basis.

C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

- 1. FIRST 5 shall reimburse RUHS-PH for personnel services provided via journal entry within 30 days after receiving the invoice.

D. RECORDS, INSPECTIONS, AND AUDITS

- 1. RUHS-PH shall maintain books, records, documents, and other evidence pertaining to costs and expenses claimed under this MOU. RUHS-PH shall maintain and allow First 5 to request, review, and audit records upon request for three (3) years after payment has been made or until all pending county, state, and federal audits, if any, are completed, whichever is later.
- 2. Any authorized representative of the County of Riverside, State of California, and the federal government shall have access to any books, documents, papers, electronic data and other records, which these representatives may determine to be pertinent to this MOU, for performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all times to

inspect or otherwise evaluate the work performed, or being performed, under this MOU and the premises in which it is being performed.

3. Access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after payment is made, or until all pending county, state, and federal audits are completed, whichever is last.
4. Any response to program findings of audits for dates prior to July 20, 2022 shall be reviewed and approved by RUHS-PH and FIRST 5 prior to submitting to CDPH. Any financial obligation from an audit will be borne by the department responsible for the cited audit finding.

E. SUPPLANTATION

RUHS-PH shall not claim reimbursement or apply sums received for this MOU with any other source of revenue.

VII. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This MOU is effective from July 1, 2026, through June 30, 2029.

B. SUB-CONTRACT FOR SERVICE

No agreement shall be made by First 5 or RUHS-PH with any party to furnish any of the services herein contained without the prior written approval of the other Party. First 5 and RUHS-PH will be responsible for monitoring subcontracting work and ensuring compliance with grant requirements and County policies.

C. MINIMUM QUALIFICATIONS AND TRAINING

FIRST 5 and RUHS-PH shall ensure that their employees performing services under the terms of this MOU meet the minimum qualifications and training required and be consistent with professionals in the same discipline in the State of California.

D. CONFLICT OF INTEREST

FIRST 5 and RUHS-PH covenant that they presently have no interest in, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which is, or which FIRST 5 or RUHS-PH believes to be, incompatible in any manner or degree with the performance of services required to be performed under this MOU. FIRST 5 and RUHS-PH further covenant that in the performance of this MOU, no person having any such interest shall be employed or retained by FIRST 5 or RUHS-PH under this MOU. FIRST 5 and RUHS-PH shall disclose all interests that are or are believed to be incompatible with any interest of either party.

E. CONFIDENTIALITY

FIRST 5 and RUHS-PH shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

F. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

FIRST 5 and RUHS-PH shall comply with all rules, regulations, requirements, and directives of the California Department of Public Health, other applicable state agencies, and funding sources that impose duties and regulations upon RUHS-PH or FIRST 5.

G. NOTICES

All notices, statistical reports, correspondence, and/or statements authorized or required by this MOU shall be addressed as follows:

FIRST 5	County of Riverside - Children and Families Commission "First 5" 585 Technology Ct. Riverside, CA 92507
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RUHS-PH	Riverside University Health System – Public Health Procurement and Logistics - Contracts Unit 4065 County Circle Drive, Suite 403 Riverside, CA 92503
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All notices shall be deemed effective when they are in writing and deposited in the United States mail, postage prepaid and addressed as indicated above. Any notices, correspondence, reports, and/or statements authorized or required by this MOU addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

FIRST 5	County of Riverside - Children and Families Commission "First 5" 585 Technology Ct. Riverside, CA 92507
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H. DISPUTES

The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the Executive Director of FIRST 5 and the Director of RUHS-PH for mutual resolution. RUHS-PH shall proceed diligently with the performance of this MOU pending the resolution of a dispute.

I. TERMINATION

This MOU may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event RUHS-PH or FIRST 5 elects to abandon, indefinitely postpone, or terminate this MOU, FIRST 5 shall make payment for all services provided by RUHS-PH up to the date that written notice was given in a prorated amount.

J. MODIFICATION OF TERMS

No other addition to, or alteration of the terms of this MOU, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this MOU which is formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than 90 days prior to the end of the contract.

K. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

[SIGNATURES ON PAGE 1]

ATTACHMENT I – SCOPE OF WORK

Epidemiologist

- Establish and maintain epidemiological monitoring and analytic systems supporting First 5 Riverside County priorities, including maternal and child health, early childhood systems, home visiting, and developmental and preventive health initiatives.
- Lead the design and implementation of evaluation frameworks, ensuring robust data collection, analysis, and reporting methodologies.
- Act as the primary liaison between RUHS-Public Health and First 5, fostering cross-departmental collaboration and facilitating data sharing and integration. Any access to, exchange, linkage, or use of confidential, personally identifiable, protected health, or program participant information shall be conducted only as authorized by applicable law and any required data use, data sharing, privacy, security, or interdepartmental agreements. Nothing in this MOU independently authorizes access to or disclosure of information otherwise protected by law.
- Develop and optimize data pipelines and models to link evaluation data across departments and partnerships, enabling real-time insights and actionable intelligence.
- Lead routine surveillance and disparity monitoring by producing data briefs, recurring reports, and interactive dashboards to track key metrics and identify emerging trends.
- Provide strategic recommendations based on data findings, highlighting trends, gaps, and opportunities for program improvement and policy development.

Research Specialist II

- Design and implement evaluation tools and assessments for program sub-components, ensuring alignment with overall objectives and best practices.
- Lead the analysis of program sub-components, including trainings, assessments, screening data, educational resource impact, and participant feedback, to measure effectiveness and inform continuous improvement.
- Summarize and communicate evaluation findings through concise briefs, recurring reports, and presentations tailored to diverse stakeholders.
- Collaborate with the epidemiology team to ensure consistency in data methodologies and support integrated reporting across all program areas.

ATTACHMENT II – BUDGET

FISCAL YEAR 2026-2027		
Category	Description	Amount
Personnel Expenses	Epidemiologist	\$146,432.40
Personnel Expenses	Research Specialist II	\$138,988.32
SUBTOTAL:		\$285,420.72

FISCAL YEAR 2027-2028		
Category	Description	Amount
Personnel Expenses	Epidemiologist	\$175,854.23
Personnel Expenses	Research Specialist II	\$160,225.89
SUBTOTAL:		\$336,080.12

FISCAL YEAR 2028-2029		
Category	Description	Amount
Personnel Expenses	Epidemiologist	\$175,854.23
Personnel Expenses	Research Specialist II	\$160,225.89
SUBTOTAL:		\$336,080.12
TOTALS:		\$957,580.96

F.3. **26-36:** Authorize CalWORKs Home Visiting Program Allocation, Expansion of Existing Home Visiting Provider Contracts, and Approve Release for Request for Qualifications **[\$6,296,540 – CALIFORNIA DEPARTMENT OF SOCIAL SERVICES – CALWORKS FUNDS]**



AGENDA ITEM: 26-36

DATE OF MEETING: September 9, 2026

ACTION: ☒

INFORMATION: ☐

**AUTHORIZE CALWORKS HOME VISITING PROGRAM ALLOCATION, EXPANSION
OF EXISTING HOME VISITING PROVIDER CONTRACTS, AND APPROVE
RELEASE OF REQUEST FOR QUALIFICATIONS [\$6,296,540 – CALIFORNIA
DEPARTMENT OF SOCIAL SERVICES
CALWORKS FUNDS]**

SUMMARY OF REQUEST

Staff recommend a two-part home visiting investment strategy. First, accept Riverside County's \$6,296,540 FY 2026/27 CalWORKs Home Visiting Program allocation, including \$2,000,000 in additional funding to expand service capacity through existing contracted home visiting providers through June 30, 2027. Expansion funding will be allocated using a standardized methodology that considers provider performance, demonstrated capacity, enrollment and expenditure trends, geographic and population needs, and the ability to utilize additional funding within the current contract term.

Second, approve development and release of a Request for Qualifications (RFQ) for home visiting services for the period July 1, 2027, through June 30, 2030. The procurement will be open to qualified existing and new providers and will align with the Commission's 2027–2030 Strategic Plan. Recommended provider selections and contract awards will be returned to the Commission for approval following completion of the RFQ process.

BACKGROUND

On July 8, 2026, the Commission reviewed and adopted the Strategic Plan Refinement for 2027-2030. First 5 Riverside County will continue investing in trusted, voluntary, culturally responsive supports that meet real-life needs earlier and with less burden. This includes Family Resource Centers, home visiting, HealthySteps, early learning partnerships, and community-based resources.

Home visiting supports both child development and family resilience. In Goal Area 2 Comprehensive Health and Development, the emphasis is on home visiting as part of coordinated screening, referral, maternal health, child development, and care coordination pathways.

This competitive procurement is intended to strengthen and expand home visiting service capacity and increase the number of eligible families who can be served.

The procurement will evaluate providers demonstrated ability to reach and effectively serve families in high-need communities. Home visiting providers will be expected to collaborate at the local, regional, and state levels to strengthen a comprehensive and aligned early childhood and family support system and improve connections to services for eligible families throughout Riverside County.

CalWORKs Home Visiting Program funds support eligible evidence-based models, including Healthy Families America, Nurse-Family Partnership, and Parents as Teachers.

Home visitors partner with families to promote child development and confident parenting by supporting the relationship among the family, home visitor, and the community. Home visiting is a program that holds promise for families experiencing greater barriers or higher levels of need with young children. Initiating this program prenatally and increasing the number of visits improves developmental and health outcomes for children.

Prior Commission Action Items:

On May 13, 2026 (Action Item 26-18): The Commission approved amendments for eight (8) home visiting contracts to extend the term through June 30, 2027, and increase the combined not-to-exceed amount by \$4,632,061, for a revised total of \$17,793,916. This combined amount is reflective of the total CalWORKs Home Visiting investment spanning from July 1, 2023, through June 30, 2027. This action supported continued delivery of home visiting services, maintained stability in CalWORKs-funded programs, and ensured continuity of care during the transition to the next Strategic Plan and procurement cycle.

On July 9, 2025 (Action Item 25-26): The Commission authorized the use of Proposition 10 funds to ensure continuity of CalWORKs Home Visiting Program services if state funding is insufficient. This included up to \$285,000 in FY 2024/25 to supplement CalWORKs Home Visiting Program funding once the maximum reimbursable amount was 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, and Authorized 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).

On January 22, 2025 (Action Item 25-06): The Commission approved the Amendment with Jeung Choo Yoo, MD, Inc. (Contract No. CF24114) for an additional \$240,000

Proposition 10 funds for a total amount not to exceed \$1,597,105, effective July 1, 2023 – June 30, 2026, for Home Visiting Expanded Population.

On October 23, 2024 (Action Item 24-33): The Commission approved the development and release of Request for Qualification for a community home visiting multi-model investment. The investment expanded existing evidence-based home visitation models being administered by various service provider organizations in Riverside County utilizing allocated California Department of Social Services CalWORKs funding. The project period included fiscal years 2024/2025 and 2025/2026 investment not to exceed \$1,562,931.

On May 8, 2024 (Action Item 24-17): The Commission authorized Prop 10 funds to align programming duration to continue serving families for the expected duration of the model. This funding would support families already enrolled in a state or federally funded Home Visiting Program (HVP) who were exited due to strict eligibility requirements or deemed ineligible after HVP services begin.

On July 17, 2023 (Action Item 23-34): The Commission approved Contract No CF24127 with John F. Kennedy Memorial Foundation for an amount not to exceed \$254,280, effective July 1, 2023 – December 31, 2023, for the SafeCare Home Visitation Program.

On July 17, 2023 (Action Item 23-33): The Commission approved Contract No CF24128 with Family Services Association, Inc. for an amount not to exceed \$25,381, effective July 1, 2023 – September 30, 2023, for transition funding to support the SafeCare Home Visitation Program.

On May 10, 2023 (Action Item 23-30): The Commission approved two contracts (CF24120 and CF24119) with Riverside University Health System – Public Health, in alignment with Riverside County Children and Families Commission Strategic Plan through 2026, for an amount not to exceed \$1,763,034, effective July 1, 2023 – June 30, 2026. Approval of these contracts supports home visiting funded by Prop 10 and CalWORKs.

On May 10, 2023 (Action Item 23-29): The Commission approved three contracts (CF24116, CF24107, and CF24115) with Jurupa Unified School District, in alignment with Riverside County Children and Families Commission Strategic Plan through 2026, for an amount not to exceed \$2,998,648 effective July 1, 2023 – June 30, 2026. Approval of those contracts supported home visiting funded by Prop 10 and CalWORKs, as well as the Family Resource Center Network Specialist position funded by Prop 10.

On May 10, 2023 (Action Item 23-24): The Commission approved 14 contracts noted in Attachment B – Table 1, with existing partner agencies, in alignment with the Riverside County Children and Families Commission 2023 – 2026 Strategic Plan, in an amount not to exceed \$12,419,368. Proposition 10 funds support 10 contracts in the amount not to exceed \$4,977,605, and California Department of Social Services CalWORKs funds support four contracts in the amount of \$7,441,763.

On March 8, 2023 (Action Item 23-13): The Commission approved Memorandum of Understanding (DPSS-0000619) with the County of Riverside Department of Public Social Services for an amount not to exceed \$44,558,280 effective July 1, 2023 – June 20, 2028, for CalWORKs Home Visiting Services (CWHVP). Annual maximum reimbursable amount of \$5,292,507 from July 1, 2023 – June 30, 2024.

On May 12, 2021 (Action Item 21-20): The Commission authorized an increase to Home Visiting agency contracts for expansion of the Family Resource Center network from previously committed Prop 10 funds. This request increased the authorized two-year contracts with home visiting agencies, funded not to exceed \$2,402,076, as previously approved.

On May 12, 2021 (Action Item 21-19): The Commission approved Contract No. CF22104 with Riverside University Health Systems Public Health (RUHS-PH) for an amount not to exceed \$1,209,110 effective July 1, 2021 – June 30, 2023, for the Nurse Family Partnership (NFP) home visiting services and approved Contract No. CF22111 with Jeung Choo Yoo MD Inc for an amount not to exceed \$2,344,030 effective July 1, 2021 – June 30, 2023, for Nurse Family Partnership home visiting services.

On March 10, 2021 (Action Item 21-07): The Commission approved Proposition 10 funds, not to exceed \$100,000, for performance payment incentives scorecard 1 pilot and increased the amount of the existing five Commission home visiting contracts (an increase of \$20,000 per contract), for the funding period July 1, 2021 – June 30, 2023.

On June 13, 2018 (Action Item 18-20): The Commission approved contract awardees from the Request for Qualification for expansion of Home Visitation services to be delivered in Riverside County. This investment awarded five community-based organizations for a three-year investment, beginning July 1, 2018, for a total investment not to exceed \$3,281,034

On December 13, 2017 (Action Item 17-21): The Commission authorized the Executive Director to approve the development and release of Request for Qualifications for a community home visitation multi-model investment. This investment expanded existing evidence-based home visitation models being administered by various organizations within Riverside County. The project period included fiscal years 2018/2019 through 2020/2021 for a three-year investment not to exceed \$2.9 million.

RECOMMENDED ACTION

That the Commission:

1. Authorize acceptance of Riverside County's \$6,296,540 FY 2026/27 CalWORKs Home Visiting Program allocation, as awarded by the California Department of

Social Services, including \$2,000,000 in additional funding for service expansion through June 30, 2027; and

2. Authorize the Executive Director, subject to County Counsel approval as to form, to execute amendments to existing home visiting provider contracts through June 30, 2027, in an aggregate additional amount not to exceed \$2,000,000, including related modifications to budgets, scopes of work, service and enrollment targets, performance measures, and reporting requirements; and
3. Authorize the Executive Director to allocate the \$2,000,000 in additional FY 2026/27 CalWORKs Home Visiting Program funding awarded by the California Department of Social Services among existing contracted providers, using a standardized methodology that considers demonstrated service capacity, contract performance, expenditure and enrollment trends, geographic and population needs, and the ability to utilize the funding within the contract term; and
4. Approve development and release of a Request for Qualifications for home visiting services for the period July 1, 2027, through June 30, 2030, open to qualified existing and new providers and aligned with the Commission's 2027–2030 Strategic Plan, subject to the availability of funding, with recommended provider selections and contract awards returned to the Commission for approval.

BUDGET IMPACT

Adequate appropriation has been included in the proposed FY2026/2027 budget. Adequate appropriation is included in the proposed FY 2026/27 budget. No additional Proposition 10 funding is requested. (527980-25800-938001-42200)

STRATEGIC PLAN RELEVANCE

Goal Area 2 – Comprehensive Health & Development (92945)

POTENTIAL CONFLICTS OF INTEREST

Commissioner Jose Campos, Director, Jurupa Unified School District
Commissioner Kimberly Saruwatari, Director, Public Health

F.4. **26-37:** Approve and Adopt the Revised Fiscal Year 2026/2027 Annual Budget and Vendor List of First 5 Riverside County Children & Families Commission



AGENDA ITEM: 26-37

DATE OF MEETING: September 9, 2026

ACTION: ☒

INFORMATION: ☐

**APPROVE AND ADOPT THE REVISED
FISCAL YEAR 2026/2027 ANNUAL BUDGET AND VENDOR LIST OF
FIRST 5 RIVERSIDE COUNTY CHILDREN & FAMILIES COMMISSION**

SUMMARY OF REQUEST

Approve and adopt the revised Fiscal Year (FY) 2026/2027 Annual Budget and Vendor List for Fund 25800 to reflect revenue and expenditure adjustments since prior Commission approval, and to authorize associated expenditures in accordance with the Commission-approved budget and procurement policies.

BACKGROUND

This revision reflects updated revenue allocations and expenditure adjustments to maintain alignment with current program implementation, contractual commitments, and operational needs through the remainder of the fiscal year.

On July 8, 2026 (Action Item 26-27), the Commission approved the revised vendor list.

On May 13, 2026 (Action Item 26-20), the Commission approved the FY 2026/2027 annual budget and vendor list, which reflected an estimate of \$25,901,913 in revenues, and \$30,648,221 in total expenditures.

BUDGET ADJUSTMENT SUMMARY

Revenue – Fund 25800 (\$28,830,310): Reflects a net increase of \$2,928,397 from the May adopted budget, including an additional \$2,099,591 in CalWORKs Home Visiting funding and approximately \$828,806 in first-year funding from the new five-year, \$6 million Proposition 64 Public Health and Safety Grant.

Expenditures – Fund 25800 (\$34,736,531): Reflects a net increase of \$4,088,310 from the May adopted budget. Adjustments include \$56,250 in services and supplies associated with Proposition 64; approximately \$2,531,547 in additional contracts and MOUs, including CalWORKs, swim lesson investments, and Proposition 64 related contracts; and approximately \$1,500,513 for early childhood education infrastructure investments.

RECOMMENDED ACTION

That the Commission:

1. Approve and adopt the revised FY 2026/2027 Annual Budget for Fund 25800 as set forth in Attachment 1;
2. Approve the FY 2026/27 Cumulative Vendor List as set forth in Attachment 2; and
3. Authorize the Executive Director to expend funds and execute documents necessary to implement the approved budget and vendor list, subject to applicable Commission procurement policies, delegated authority limits, and County Counsel approval as to form when required.

ATTACHMENTS

1. FY 2026/2027 Revised Budget Summary
2. FY 2026/2027 Cumulative Vendor List

Riverside County Children & Families Commission
FY 2026/2027
First 5 Riverside County Budget Summary

938001-25800 (Prop 10 Fund)

DESCRIPTION	ACCOUNT	ORIGINAL FY 26/27 BUDGET	Sep-2026 ADJUSTMENTS	Sep-2026 REVISED FY26/27 BUDGET
REVENUE				
Interest-Invested Funds	740020	\$ 1,151,361		\$ 1,151,361
GASB 31 FMV - ACFR Only	740200	244,312		244,312
CA-Tobacco Tax Prop 10	754000	9,262,729		9,262,729
CA-Prop 56 Tobacco Act 2016	754020	4,317,408		4,317,408
F5CA (IMPACT)	755870	3,492,634		3,492,634
Reimbursement For Services (CalWORKs)	777520	4,196,949	\$ 2,099,591	6,296,540
Reimbursement Of Salaries (FRCs)	777540	2,500,000		2,500,000
Program Revenue (RCOE, IEHP, Prop 64)	781480	525,000	828,806	1,353,806
Contrib Fr Other County Funds (UCI)	790600	211,520		211,520
TOTAL REVENUE		\$ 25,901,913	\$ 2,928,397	\$ 28,830,310
EXPENDITURES				
APPROP 1 - Salaries and Benefits	51xxxx	\$ 9,472,518		\$ 9,472,518
APPROP 2 - Services and Supplies	52xxxx	1,218,375	\$ 56,250	1,274,625
ISF & County Operational Costs	52xxxx	1,972,773		1,972,773
Contracts and MOUs	525440/527980	17,293,598	2,531,547	19,825,145
ECE Infrastructure	527980	-	1,500,513	1,500,513
APPROP 4 - Capital Assets	546160	690,957		690,957
TOTAL EXPENDITURES		\$ 30,648,221	\$ 4,088,310	\$ 34,736,531
VARIANCE		\$ (4,746,308)	\$ (1,159,913)	\$ (5,906,221)
Committed Funds Draw (previously committed by the Commission)		\$ (1,329,119)	\$ (1,500,513)	\$ (2,829,632)
Unassigned Fund Balance Draw		\$ (3,417,189)		\$ (3,076,589)



FY 2026/2027 Cumulative Vendor List

Agenda Item F
Presentation/Action Item 4
26-37: Attachment 2

	Vendor	Description	Action Item #	Commission Meeting Date	Approval by	Total
1	Totalplan and/or GM Business Interiors	Office Reconfigurations	26-20	05/13/26	Commission	\$ 100,000
2	Absolute Security International Inc.	Mecca FRC Security Guard Services	26-20	05/13/26	Commission	\$ 81,600
3	US Bank	County Credit Card and Travel Program Bank	26-20	05/13/26	Commission	\$ 150,000
4	Taborda Solutions Inc.	Salesforce Licenses	26-20	05/13/26	Commission	\$ 123,235
5	Supply Bank	Diapers & Wipe Kits	26-20	05/13/26	Commission	\$ 50,000
6	Kristin Gist Consulting	CHD Consulting	26-27	07/08/26	Executive Director	\$ 50,000
7	The Children's Partnership	CHD Consulting	26-27	07/08/26	Executive Director	\$ 50,000
8	City of Moreno Valley	Drowning Prevention	26-27	07/08/26	Executive Director	\$ 50,000
9	PJEA SC Inc.	Drowning Prevention	26-27	07/08/26	Executive Director	\$ 49,850
10	Valley-Wide Recreation and Park District	Drowning Prevention	26-27	07/08/26	Executive Director	\$ 42,550
11	Premier Aquatic Services LLC	Drowning Prevention	26-27	07/08/26	Executive Director	\$ 50,000
12	UCR Extension	UCR Extension - Accounting for Governmental & Nonprofit Organizations Training	26-27	07/08/26	Executive Director	\$ 50,000
13	Teachstone Training LLC	Training - Region 9 HUB	26-27	07/08/26	Commission	\$ 150,000
14	Bonterra Tech LLC	A360 Licenses	26-27	07/08/26	Commission	\$ 135,000
15	Pechanga Resort	DPSS-OCAP Summit 2027 Sponsorship	26-37	09/09/26	Executive Director	\$ 50,000
16	RAP Foundation	RAP Desert Fast Pitch Sponsorship	26-37	09/09/26	Executive Director	\$ 30,000
17	Various Book Vendors	Reach Out and Read Program	26-37	09/09/26	Commission	\$ 55,000
18	Lakeshore	Learning Materials	26-37	09/09/26	Commission	\$ 75,000
19	CM School Supply	Learning Materials	26-37	09/09/26	Commission	\$ 75,000
20	Discount School Supplies	Learning Materials	26-37	09/09/26	Commission	\$ 75,000
21	Raising a Reader	Early Literacy Affiliate Sites	26-37	09/09/26	Commission	\$ 75,000
22	Parents as Teachers	Training and Affiliation for HV Agencies	26-37	09/09/26	Executive Director	\$ 30,000
23	Viva Strategy and Communications, LLC	CHD Consulting	26-37	09/09/26	Executive Director	\$ 50,000

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* YTD reflects expenditures under previously authorized agreements or delegated authority; Commission action is requested to approve the revised cumulative annual an

**Per Commission policy, Facilities Management fees may be included in the adopted annual budget; however, due to the size and unplanned nature of these repair costs (roof, carpet, and conference room audio), they are being presented on the Cumulative Vendor List to ensure Commission visibility and transparency, consistent with the policy expectation that significant changes be presented to the Commission.

G. Future Agenda Items:

- G.1. First 5 Riverside County Annual Report Presentation and Public Hearing
- G.2. First 5 Riverside County Annual Audit Presentation and Public Hearing
- G.3. HeRCARe Research Highlights and Impact Presentation
- G.4. First 5 Riverside County Capital Assets Policy
- G.5. Quality Early Learning Needs Assessment and Landscape Presentation

- H. Adjournment:** Adjournment to the next Regular Meeting of the Riverside County Children and Families Commission to be held on October 28, 2026, 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.