

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



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
September 1, 2009

SUBJECT: Acceptance of the Grant Award from Riverside County Children and Families Commission (RCCFC) also known as First 5 Riverside, for early childhood dental screening services and oral health education; and Approval of the First Amendment to the Grant Award

RECOMMENDED MOTION:

- 1) Authorize the Chairperson to accept, on behalf of the Board, a \$674,767 grant award from RCCFC, First 5 Riverside, for the support of early childhood oral health education, dental screening and dental treatment; and
- 2) Ratify the Agreement and the Amendment with RCCFC effective July 1, 2009; and
- 3) Authorize the Chairperson to execute three (3) copies of the grant agreement and three (3) copies of the amendment; and
- 4) Direct the Clerk of the Board to return all three (3) copies of the signed Grant Award Agreement and all three (3) copies of the signed Amendment to Riverside County Regional Medical Center Administration. Upon final approval a copy of the Grant Award and Amendment will be returned to the Clerk of the Board.

BACKGROUND: The RCCFC, First 5 Riverside has renewed the Riverside County Regional Medical Center Grant funding to provide dental screening and oral health education to children age 5 and under living throughout the County of Riverside.

(continued on Page 2)

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: Riverside County Children and Families Commission, (RCCFC), First 5 Riverside	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Tawny V. Lieu* DATE: 9/1/09
Departmental Concurrence

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 7/15/08, 3.54 | District: | Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.30

SUBJECT: Acceptance of the grant award from Riverside County Children and Families Commission (RCCFC), First 5 Riverside for early childhood dental screening and dental services; and approval of the First Amendment to the Grant Award

Page 2

BACKGROUND (Continued):

Program dentists and staff will travel to identified sites for screening programs and education of oral health services.

The reimbursement of costs from Grant funds will be disbursed in July, October, January and April based on actual expenditures.

Riverside County Regional Medical Center Dental Program costs and staffing requirements that are required to operate the Childhood Dental Screening and Early Education Program are summarized in the program budget detailing the justification for use of program funds.

This Agreement has been approved as to form by County Counsel.

DB:cg

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
 CONTRACT
 INVESTMENT OF FUNDS
 2002 Iowa Avenue Suite 100
 Riverside, California 92507

RCCFC AWARD: 1052 OP-10
 PARTNER AGENCY: Riverside County Regional Medical Center
 CONTRACT TERM: FUNDING PERIOD: 07/01/09-06/30/10
 MAXIMUM REIMBURSABLE AMOUNT: \$674,767.00
 TAX IDENTIFICATION NUMBER: On File

The Partner Agency designated above is hereby certified for an investment of funds in an amount not to exceed the amounts listed below.

Funding Period: 07/01/09-06/30/10 \$674,767.00

Compensation: The maximum reimbursable amount over the life of the contract is **\$674,767.00** as awarded by the Riverside County Children and Families Commission (RCCFC), also known as First 5 Riverside, provided pursuant to Proposition 10, to provide services and results as set forth in Attachments A, B and C attached hereto as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Commission and Partner Agency have executed this Contract.

Authorized Signature for Commission:	Authorized Signature for Partner Agency:
Printed Name of Person Signing: Harry Freedman	Printed Name of Person Signing: <i>Jeff Stone</i>
Title: Executive Director	Title: Jeff Stone, Chair, Board of Supervisors Douglas D. Bagley, CEO/Hospital Director
Address: 2002 Iowa Avenue, Suite 100 Riverside, CA 92507-2423	Address: 26520 Cactus Avenue Moreno Valley, CA 92555
Date:	Date:
Attest:	Attest:
Title: Commission Secretary	Date:

FORM APPROVED COUNTY COUNSEL

BY: *Tawny V. Lieu* 9/16/09
 TAWNY V. LIEU DATE

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 their deposit in the United States mail, postage prepaid:

Commission:

Harry Freedman, Executive Director
2002 Iowa Avenue, Suite 100
Riverside, California 92507

Partner Agency:

Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555

Or to such other addresses as the parties may hereafter designate.

2. SOURCE AND SCOPE OF CONTRACT

- A. This award Contract is valid and enforceable only if sufficient funds are available to the Commission from the California Children and Families Commission for the total term of July 1, 2009 through June 30, 2010 for the purposes of this program. In addition, 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.
- B. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this Contract shall be amended to reflect any reduction in funds.

3. DEFINITIONS

The following are terms included within the Terms and Conditions of the Contract as defined by the Riverside County Children & Families Commission:

Commission: The Riverside County Children & Families Commission and assembly of Commissioners, responsible for directing Proposition 10 funds at the county level.

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

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

Performance Target: The specific results that a Partner Agency receiving investment will commit to achieve. Partner Agency will be contractually responsible to achieve these specific targets as outlined in Scope of Work (SOW) Attachment A.

Performance Target Accomplishment Schedule: The specific timeline that a Partner Agency receiving Proposition 10 funds will commit to adhere to. (See Scope of Work Attachment A).

Scope of Work (SOW): A documented and quantitative description of the project's deliverables (i.e. what the Partner Agency is funded to do). (See Attachment A).

4. TERM

The term of this Contract shall be from July 1, 2009, to and including June 30, 2010, unless sooner terminated by the provisions herein by either party. Funds shall not be automatically renewed by the Commission at the conclusion of the contract term except by formal amendment approved by the Commission.

5. **COMPLIANCE, DISALLOWANCE, WITHHOLDING**

If Partner Agency fails to comply with any conditions contained within this Contract the Commission may temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost or 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 Partner Agency executive director within twenty (20) working days.

6. **TERMINATION**

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

1. **Termination for no cause.** The Commission may terminate this Contract upon thirty (30) calendar days written notice for no cause. Following notice of such termination, Partner Agency shall notify the Commission as to the status of its performance. Notwithstanding any other payment provision of this Contract, the Commission shall pay Partner Agency for service performed to the date of termination, to include a prorated amount of compensation due hereunder, less payments, if any, previously made. In no event shall Partner Agency be paid an amount in excess of the full price under this Contract or for unperformed services. Partner Agency shall furnish to the Commission such information as is necessary in the judgment of the Commission to determine the reasonable value of the services rendered by Partner Agency. In the event of a dispute as to the reasonable value of the services rendered by Partner Agency, the decision of the Commission shall be final. The foregoing is cumulative and shall not affect any right or remedy, which the Commission may have in law or equity.

2. **Termination for cause:**

A. **Due to Default or Breach of Contract.** Upon default by the Partner Agency 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 Partner Agency.

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 Partner Agency has been accused and/or found to be in violation of any county, state, or federal law and regulation related to the health and safety of clients. Contract may also be immediately terminated at the sole discretion of the Commission if the Partner Agency fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are at risk by Partner Agency.

C. **Due to Non-Appropriation.** Termination may occur if no funds or insufficient funds are available for payments. After this Contract is terminated under these provisions, the Commission shall have no obligation to make further payments. Termination shall be effective immediately upon written notification of the decrease or elimination of funds.

D. **Due to Non-Compliance.** Termination may occur if Partner Agency fails to provide the Commission with any reports, data and/or information as required in this Contract.

B. **By Partner Agency:** Partner Agency may terminate this Contract 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 Partner Agency. Proposition 10 Funds shall ONLY be used to supplement a Partner Agency'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 Act), all monies raised pursuant to the Act shall be appropriated and expended by Partner Agency only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant local general funds. Further, expenditures are prohibited for use to fund any existing levels of service.

8. **DATA MANAGEMENT:**

The Commission continues to refine its evaluative processes that will assist the Commission, its Partner Agencies and the community to successfully implement, increase and measure the impact of the Children and Families Act in Riverside County. Where appropriate, Partner Agency 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.

Partner Agency 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, utilization of the Commission developed reporting systems and Administrative Review formats and required training to familiarize and implement the results-based accountability framework.

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

A. Agencies will be required to submit and adhere to a Scope of Work approved by the Commission. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a quantitative description of the program(s) objectives to be achieved in connection with Proposition 10 funding.

B. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of the contract shall be accepted for consideration throughout the term of this contract. Requests for these types of SOW adjustments must be submitted to the Commission office in writing or via e-mail. Upon approval, Partner Agencies will receive either written or e-mail verification from the Executive Director, or designee.

SOW revisions that are considered significant changes to program performance targets but which affect the overall deliverables of the contract include the following: changes that result in the type or number of customers served, new staff positions or major staff changes, or changes in the Targets. SOW revisions shall be submitted to the Executive Director, or designee, via the Program Specialist assigned to the Partner Agency. The Executive Director, or designee, will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the Commission office. Final approval of

any proposed revisions to the SOW shall require the written approval of the Executive Director or designee. All changes will be incorporated into the Contract and shall become effective on the date of written approval from the Executive Director and/or the Commission. Documentation of the approval and referenced changes will be kept on file at the Commission office.

- C. Partner Agency agrees to make every possible effort to obtain voluntary consent using the Commission Consent Form for any customer entered into the Data Management System. Partner Agency 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

There will be no payment for services performed and/or expenditures accrued prior to the full execution of this contract. Reimbursement of costs shall be made upon Partner Agency's satisfactory performance, based upon the Scope of Work and methodology contained in Attachment A as determined by the Commission. The Commission shall allocate the funds to Partner Agency as follows:

- A. All funds provided pursuant to this Contract shall be expended by Partner Agency in accordance with the budget, as set forth in Attachment B hereto.
- B. Funds shall be disbursed at the beginning of each quarter (July, October, January and April). The Initial quarter payment will be advanced at the onset of the contract term. The initial advance shall not exceed one quarter (1/4th) of the compensation amount referenced on page 1, page Compensation. Subsequent disbursements, however, will be reconciled based on actual program expenditures and shall not exceed one quarter (1/4th) of the contract total. Under special circumstances, the Partner Agency may request additional funding for quarterly disbursement. This request must be submitted in writing to the Executive Director. If approved, total funding disbursed shall not exceed total contract amount for the contract term. The Executive Director, or designee, reserves the right to withhold or reduce disbursement of funds if Partner Agency fails to, 1) comply with all monthly program data and financial input requirements and quarterly reports by the indicated due date, 2) if results achieved are not as projected with and no Commission approved plan is in place for improvement or 3) if the Partner Agency is not in compliance with any provision contained within this Contract.
- C. (For CC Contracts reimbursed for slots only) Reimbursement for expenditures will be based on approved enrollment on the last working day of the month and input into the Data Management System by the 20th of the following month.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the Data Management System on a monthly basis and input must be completed by the 20th of the following month. If the due date falls on a weekend or holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to the 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 must be adjusted and reconciled before the end of the 2nd quarter (December 30, as reported in the

January 30 report). A change in Partner Agency staff, or other difficulties, does not absolve the Partner Agency from this monthly fiscal reporting responsibility.

Costs may be allowed and reviewed for reimbursement up to the time of the **Final Fiscal Expenditure Report, which is due July 30**. Such costs may be disallowed if submitted subsequent to the close of the Commission's fiscal year.

The Commission staff will send a letter verifying the cost reimbursements or notification of payments withheld. If a payment is due, a check will be attached to the letter and mailed to the attention of the person designated by the Partner Agency. Changes in the mailing address or designated contact person must be submitted in writing on the Partner Agency letterhead and signed by an authorized representative. Check amounts exceeding \$250,000 will not be mailed and arrangements must be made to pick up the check at the Commission office. If requested by Partner Agency, the check can also be mailed via Certified mail.

B. Program Reporting

Program data must be entered on a monthly basis and input must be completed by the 20th of the following month. If the due date falls on a weekend or holiday, the due date will be on the following business day. Additionally, Quarterly Program Progress Reports must be submitted to the Commission within thirty (30) calendar days after the end of the quarter. Any changes that occur with program data input must be reported to the 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 30, as reported in the January 30 report. A change in contract staff, or other difficulties, does not absolve the Partner Agency from this monthly program data input and quarterly Program reporting responsibility.

In rare and justifiable circumstances, an extension may be requested by the Partner Agency and reviewed by the Commission staff. Such requests are to be submitted prior to the due date and shall be directed through the Program Specialist assigned to the Partner Agency.

Quarterly Program Reporting due dates for 12-month funded terms:

- QUARTER 1: October 30
- QUARTER 2: January 30
- QUARTER 3: April 30
- QUARTER 4: July 30 (Final Cumulative Program Progress Report)

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

If Partner Agency 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, Partner Agency agrees to reimburse, in full, any and all funds received from the Commission, upon request of the Commission, where such funds as determined by the Commission are not, or have not been utilized by Partner Agency for their purpose as intended by the Commission. The terms and conditions of reimbursement shall be at the sole discretion of the Commission.

13. RCCFC FISCAL REQUIREMENTS

A. Budget Adjustments

A transfer of no more than 10% (per fiscal year) of the total Contract amount may be made without prior written approval of the Executive Director, or designee, but written justification from the Partner Agency is required in the Program Progress Report submitted for the quarter in which the transfer is made. Budget adjustments will not change the total Contract amount and additional line items are **not** to be included. Failure of the Commission to discover or object to any unsatisfactory quarterly fiscal reports prior to payment will not constitute a waiver of the Commission's right to require Partner Agency to correct such quarterly reports. Budget Adjustments will be considered by the Commission until June 1st of the current fiscal year.

B. Budget Revisions

Budget revisions are requests to transfer more than 10% of the total Contract amount and/or the addition of line items that were not previously approved. The Executive Director, or designee, will accept proposed budget revisions along with written justification from Partner Agencies during the current fiscal year. The Executive Director, or designee, will respond to budget revisions within thirty (30) calendar days after receipt at the Commission office. Budget Revisions will be considered by the Commission until June 1st of the current fiscal year.

C. Amendments

Necessity for amendments to this contract will be determined by the Executive Director, or designee, and may include, but are not limited to Contract increases or decreases and significant changes to the Scope of Work (SOW). All amendments to the Contract shall require formal approval of the Commission, as provided herein, before they are effective. Contract Amendments will be considered by the Commission until June 1st of the current fiscal year.

D. Cost Allocation

Partner Agency shall have or establish a cost allocation system to identify prorated costs shared by different funding sources, including Proposition 10 funds. Partner Agency Cost Allocation Plan must be approved by Partner Agency appropriate governing body and submitted with executed contract.

E. Overhead/Indirect Costs

1. Indirect costs shall be based on a Board approved cost allocation plan or state/federal approved rate not to exceed 10%. These costs will be reviewed and approved on a case-by-case basis. The indirect rate shall not be applied to any funds passed through to other agencies for services contained in the attached SOW (Attachment A).
2. A pass through is defined as those instances where the Partner Agency 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 Partner Agency's funded program more than once. First 5 Riverside will not pay for subcontractor indirect costs as part of Partner Agency budget.

F. Revenues Received

Any and all revenue received by the Partner Agency (except funds received from the Commission) to operate the project 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, as authorized by the Commission. All such revenue will be reported monthly in the First 5 Riverside expense reports.

G. Payroll Taxes

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

14. PARTNER AGENCY AUDIT REQUIREMENTS

- A. All Partner Agencies are required to have an annual financial audit. Each Partner Agency shall provide a copy of their annual audited financial statements to the Commission covering the fiscal year that funds are received for services provided pursuant to this Contract. The audit will cover the Partner Agency's fiscal year and will include a statement of internal controls over financial reporting. All audits shall be performed by either: (1) a Certified Public Accountant who possesses a valid license to practice within the State of California; (2) a Public Accountant currently certified and licensed by the State of California.
- B. Agencies who have a Single Audit completed, under the auspices of OMB A-133, in any given year will be required to have a Program Specific Audit completed under guidelines as stated under Government Auditing Standards. The Program Specific Audit will cover the Partner Agency's fiscal year and will include a statement of compliance.
- C. Audits are to be submitted to the Executive Director, or designee, on an annual basis within one hundred and eighty (180) calendar days after the close of the Partner Agency's fiscal year. Proposition 10 funds and expenditures must be identified separately within the financial audit. If an audit is not received on or before the required due date and an extension has not been granted, the audit shall be considered delinquent and immediate corrective action is required. If the Partner Agency fails to produce or submit an acceptable audit, the Commission has the authority to withhold funding, and if necessary, secure an Auditor, and the Partner Agency shall be liable for all Commission costs incurred in obtaining an independent audit. The cost of the audit will be applied against the contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT/VEHICLES

- A. The title of vehicles or property derived from approved purchases funded by Proposition 10 funds shall be maintained by the Partner Agency for the uses and purposes provided; Partner Agency shall administer such property only for the purposes for which they were granted.
- B. The Commission considers equipment as items purchased with Proposition 10 funds that cost \$1,000 or more. For any and all equipment purchases meeting this criterion, Partner Agency shall inventory and report such items on the Commission Inventory Record Form.

This record must accompany Partner Agency's final Quarterly Reports submitted at the end of the Contract period. Applicable receipts must be maintained by the Partner Agency to validate expenditures during the Commission Administrative Review visits. Ownership and documentation of vehicles shall be maintained by the Partner Agency. Partner Agency shall submit a copy of the pink slip regarding vehicle ownership with the final Quarterly Reports. It is understood that the Partner Agency is liable for any/all liability and damages resulting from the misuse of equipment/vehicles purchased with Proposition 10 funds. Equipment/vehicles shall not be used for personal use by the Partner Agency, and/or their employees, agents, subcontractors and/or collaborating partners.

16. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under Partner Agency'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 Partner Agency, where the original cost exceeded one thousand dollars (\$1,000.00) shall either be, at the election of the Commission as determined by the Executive Director, or designee: (1) used by Partner Agency for the services described in Exhibit A for a period of five (5) years after termination or expiration of this Contract, unless a longer period is specified in Exhibit A; 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 Partner Agency'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, as provided herein, the Partner Agency hereby agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. The foregoing covenant shall survive the termination or expiration of this Contract and shall be actionable at law or in equity by the Commission against Partner Agency and its successors in interest.
- B. In the event the Commission selects disposition of the subject real or personal property, then Partner Agency 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 "pink slip" 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

Partner Agency shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. Partner Agency shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff being paid from the Commission funded activities. The Comprehensive Tobacco Control Policy is set forth as Attachment C hereto.

18. CONDUCT OF BUSINESS

- A. Partner Agency shall be in compliance, and shall remain in compliance with all applicable state and/or federal laws, regulations or requirements during the term of the Contract.

- B. Partner Agency shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations or requirements.
- C. Partner Agency shall obtain and shall 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. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the Commission any and all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within 24 hours of receipt of notice of violation from the governing entity. Agencies shall submit a copy of the response to the governing entity within 24 hours after sending the response.
- E. Partner Agency shall immediately notify the Commission upon the filing of any action in bankruptcy.
- F. Partner Agency shall immediately notify the Commission upon the commencement of any litigation, whether Partner Agency is the plaintiff or defendant, where such litigation may interfere with the ability of Partner Agency to perform its duties under this Contract, and where the Commission is not a party to such litigation.
- G. Partner Agency shall immediately notify the Commission upon the commencement of any investigation, and/or activity by a regulatory agency against Partner Agency, which may interfere with the ability of Partner Agency to perform its duties under this Contract.

19. RECORDS MANAGEMENT AND MAINTENANCE

- A. The Partner Agency shall make such reports to the Commission in such form and containing such information as may be required by the Commission.
- B. Partner Agency shall input all the data necessary on a monthly basis by the 20th of the following month ***and*** submit quarterly reports within thirty (30) calendar days of the end of the quarter, and at the end of the term of the Contract:
 1. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports;
 2. Submission of the Program Progress Report on a quarterly basis;
 3. Submission of the Inventory Record Form to be part of the fourth quarter reports.
- C. Final Reports at the conclusion of the term of the Contract using Data Management System as required by the Commission.
- D. Partner Agency 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 or until any county, state or federal audit are completed, whichever is later. This obligation is not terminated upon termination of this Contract, whether by recessions or otherwise. Partner Agency 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, Partner Agency 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 Partner Agency must maintain a written customer confidentiality policy and maintain a written protocol to ensure Partner Agency staff are aware of and abide by said policy to include a signed confidentiality agreement.

20. PUBLIC DISCLOSURE OF DOCUMENTS

Partner Agency acknowledges and agrees that information, communications, and documents given by or to the Commission and meetings involving the Commission members, staff, or advisory committee members may be subject to applicable law on public disclosures and/or public meetings. Partner Agency shall cooperate with the Commission in order that it may fully comply with the requirements of such laws and regulations.

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

- A. The Commission shall review, audit and inspect the Partner Agency through mandatory periodic Administrative Review visits for compliance with the terms of this Contract, during the visits, Partner Agency representatives from both fiscal and program areas **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 Partner Agency'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 Partner Agency will be mailed a report summarizing the results of the Administrative Review visit within forty five (45) calendar days of the report. Upon receipt, the Partner Agency may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

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, and 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. PARTNER AGENCY SUBCONTRACTS FOR WORK OR SERVICES

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

Partner Agency may not look to the Commission for any payment, liability, or assistance in the remedy of any actual or alleged breach.

- B. Partner Agency 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. Before initiating programmatic operations, Partner Agency shall enter into a Memorandum of Understanding (MOU), Contract, Subcontract, or similar document with any such organization, with signatures affixed by an official authorized to bind the organization. Partner Agency shall provide said document(s) to the Executive Director, or designee.
- C. Any and all subcontractor(s) shall conform to all requirements of the Commission and any Contract between the Partner Agency and the Commission. Copies of Memorandum of Understanding (MOU), Contract, Subcontract, or similar document between the Partner Agency, subcontractor and any participating third parties, shall be submitted to the Commission within thirty (30) calendar days from the start date of the document.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

- A. Partner Agency 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 First 5 Riverside attribution shall be one of the following:

"Made possible by funding from First 5 Riverside"

"Funded by First 5 Riverside"

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

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

"Financiado por Primeros 5 Riverside"

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

"Funded in part by First 5 Riverside"

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

"Made possible by funding from First 5 Riverside"

"Financiado parcialmente por Primeros 5 Riverside"

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

When space is limited (buttons, pencils, pens, etc.), attribution may be omitted. However, Partner Agencies 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.

- B. The approved First 5 Riverside logo (graphic) shall be used on materials specific to the Commission funded program. Partner Agency shall use the approved First 5 Riverside logo (graphic) on public education and outreach materials in accordance with the First 5

Riverside graphics attribution standard as posted on the Commission public web site (rccfc.org).

- C. Partner Agency shall provide the Commission staff/public information specialist a copy of all public information/reasons 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) days before public release is scheduled.
- D. The Commission 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 (rccfc.org) and/or the First 5 Riverside Data Management System.

25. NO POLITICAL/RELIGIOUS ACTIVITY

Partner Agency 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. Partner Agency 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

This Contract hereby incorporates by references the provisions of Title 2, CCR, Section 8107 et seq., as may be amended from time to time. Partner Agency agrees to comply with the provisions of Title 2, CCR, Section 8107 et seq. and further agrees to include this Non-Discrimination clause in any and all subcontracts to perform services under this Contract.

28. INDEPENDENT CONTRACTOR

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

29. INDEMNIFICATION

- A.** Partner Agency shall indemnify, and hold harmless the Commission, its officers, employees and agents from any liability whatsoever, including wrongful death, based or asserted upon any act or omission of the Partner Agency, its employees, subcontractors and agents relating to or in any way connected with the accomplishment of the work or performance of service under this Contract. As part of the foregoing indemnity, Partner Agency agrees to protect and defend at its own expense, including attorney's fees, the Commission, its officers, agents and employees in any legal action based upon any such alleged acts or omissions.
- B.** Where Partner Agency is a public entity, as defined by applicable law, the Commission and Partner Agency, 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 Partner Agency, 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 Partner Agency, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise.
- C.** Partner Agency 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, Partner Agency is determined not to be an independent contractor to the Commission 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 Partner Agency if a federal and/or state determination is made that such payment is required.

30. INSURANCE

Without limiting or diminishing the Partner Agency's obligation to indemnify or hold the Commission harmless, Partner Agency shall procure and maintain, or cause to be maintained, at its sole cost and expense, the following insurance coverage, as applicable, during the term of this Contract:

- A. Workers' Compensation:**
If the Partner Agency has employees as defined by the State of California, the Partner Agency shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the Commission, 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, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Partner Agency's performance of its obligations hereunder. Policy shall name the Commission, its respective directors, officers, Governing Board, employees, appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement 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 Agreement, then Partner Agency 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 agreement or be no less than two (2) times the occurrence limit. Policy shall name the Commission, its respective directors, officers, Governing Board, employees, appointed officials, agents or representatives as Additional Insureds.

D. Professional Liability Insurance:

Partner Agency shall maintain Professional Liability Insurance providing coverage for the Partner Agency's performance of work included within this Contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Partner Agency'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 Partner Agency 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 Certificate(s) of Insurance that Partner Agency has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Contract.

E. 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 Commission's Risk Manager. If the Commission'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 Partner Agency's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the Commission's Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the Commission, and at the election of the Commission's Risk Manager, Partner Agency's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the Commission, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) Partner Agency shall cause Partner Agency's insurance carrier(s) to furnish the Commission with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the Commission's 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) calendar days written notice shall be given to the Commission 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 Commission receives, prior to such effective date, another properly executed

original Certificate(s) 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. Partner Agency shall not commence operations until the Commission 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(s) of Insurance.

- 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the Commission's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) The Commission's Reserved Rights--Insurance. If, during the term of this Agreement 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the Commission reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the Commission's Risk Manager's reasonable judgment, the amount or type of insurance carried by the Partner Agency has become inadequate.
- 6) Partner Agency shall pass down the insurance obligations contained herein to all tiers of sub-Partner Agencies 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 Commission.
- 8) Partner Agency agrees to notify Commission 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 Agreement.

F. Other Public Entities:

Where Partner Agency is a public entity, any or all of the insurance requirements herein may be met self insured programs of the public entity. In such instance, proof of the coverage of the self insurance programs shall be provided to the Commission, and the determination of whether such coverage is sufficient shall be at the sole discretion of the Commission.

Adjustment and/or Waiver of Requirements:

The Executive Director, or designee, in consultation with the Commission'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 by July 30th or before contract work commences.

31. ASSIGNMENT

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

32. 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, and no oral understanding or Contract not incorporated herein shall be binding on any of the parties hereto. Only the Commission, by formal action, may authorize any alteration or revision to this Contract on behalf of the Commission. The parties expressly recognize that individual Commission members, advisory committee members, or staff to the Commission is without authorization to either change or waive any requirements of this Contract without formal action of the Commission.

33. CONFLICT OF INTEREST

Partner Agency 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.

34. WAIVER AND SEVERABILITY

Any waiver by the Commission of any breach of any one (1) or more terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of the same term of any other term herein. 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.

35. DISALLOWANCE

In the event Partner Agency receives payment for services under this Contract, which is later disallowed for nonconformance with the terms and conditions herein, Partner Agency 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 Partner Agency under this Contract, or under any other Contract, or Contract between Partner Agency and the Commission.

36. OFFICIAL DOCUMENTS

Upon the Contract approval by the Commission, one (1) completed set of this document will be sent to the Partner Agency. Such copy shall be the officially approved Contract for the conduct of the approved project.

37. ENTIRE CONTRACT

This Contract constitutes the entire Contract between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous Contract of any kind of nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Contract shall be by the provisions of the section entitled "alteration and/or amendment" herein.

38. NONEXCLUSIVE CONTRACT

Partner Agency 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 Partner Agency as the Commission desires, and at the sole discretion of the Commission.

39. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT

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

40. COMPLIANCE WITH LAW

Partner Agency 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 Partner Agency in any action against Partner Agency, whether the Commission be a party thereto or not, that Partner Agency has violated any such ordinance or statute, shall be conclusive of that fact as between Partner Agency and the Commission.

41. CONFLICTS IN INTERPRETATION

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

**ATTACHMENT A:
SCOPE OF WORK (SOW)**

CONTRACT TERM CURRENT FUNDING PERIOD: 07/01/09 – 06/30/10

See Attached



Riverside County Children & Families Commission

A public entity funded from Proposition 10 tobacco tax funds

ATTACHMENT A: SCOPE OF WORK

Riverside County Regional Medical Center Dental Program

Contract # 1052 OP-10

July 1, 2009– June 30, 2010

Dental decay is the single most prevalent disease of childhood. If it remains untreated, dental decay can cause pain, infection and permanent loss of teeth. Dental disease can lead to problems with nutrition, growth, school readiness, and speech. Pediatric Dentists and other child health professionals can have a major impact on oral health outcomes for children because of the opportunities provided by early intervention. In response to this issue, the Riverside County Regional Medical Center (RCRMC) First 5 Dental Program proposes to screen and provide oral health education to approximately **2,800** children age 5 and under living in Riverside. The oral health education campaign aims to highlight the public health message that dental decay, also known as dental caries, is a preventable bacterial disease that can be transmitted among family members and also highlight that it is a preventable disease!

The RCRMC First 5 Dental Program will collaborate with the Riverside County Office of Education (RCOE) Children and Family Services, Palo Verde Unified School District's preschools and Head Starts (and their supporting local dental providers), the Family Services Association Child Care Centers, and other First 5 Riverside funded partner agencies to identify and serve their target population.

Riverside County Office of Education, Children and Family Services operates the California Department of Education (CDE) funded child development programs at 25 sites through direct operations and delegate agencies. They also offer services through 70 licensed providers in the Family Child Care Home Education Network. These locations serve the South, West and Pass areas. There are also agencies in Riverside County that operate through direct contracts with the State. The Family Service Association operates 10 sites located in the South, West and Pass areas.

A bilingual Dentist with a bilingual Program Coordinator will travel to each site. Children will be screened and given a priority category score according to urgency of need for dental treatment. Preventive education for parents will be conducted on-site by the Dentist on how to prevent tooth decay in their child's mouth and among their family members. Documentation from the screening forms and parent education consultations will serve as program baseline information. Screening forms will be processed in the program's office and follow-up calls will be made to parents of children who need dental treatment. The program will make referrals to Dentists who are willing to treat the child and who are located closest to the child's home. For children with urgent pain and

Attachment A 1052 OP-10

FINAL 061509

infection and who have a high priority screening score, the program will pay the treating Dentist at MediCal equivalent rates plus an additional 10%, (if there is no other dental insurance or coverage available to the family). A follow-up phone consultation with parents will be conducted by the bilingual Program Coordinator to inquire if oral hygiene behaviors have been changed in the home environment.

Aggregate Targets

Oral Health

By June 30, 2010, provide 1,000 parents with individualized oral health education to assist them to care for the gums and teeth of their infant and child at home.

By June 30, 2010, 330 parents with children age 0 to 5 will participate in at least one oral health workshop that emphasize the benefits of practicing good dental health behaviors - brushing, flossing, and visiting the dentist.

By June 30, 2010, 200 parents with children age 0 to 5 who participated in an oral health workshop will demonstrate an increase in knowledge and awareness as evidenced by an oral health post survey test score at or above 90%.

By June 30, 2010, 2,800 children 0 to 5 will receive a dental screening.

By June 30, 2010, 700 of those identified as needing treatment will receive a scheduled appointment with a dentist to ensure continuity of care.

By June 30, 2010, 379 children 0-5 will receive treatment with F5R funds.

By June 30, 2010, 700 high-risk children screened will receive a fluoride varnish directly applied to their teeth.

**ATTACHMENT B:
BUDGET**

CONTRACT TERM CURRENT FUNDING PERIOD: 07/01/09 – 06/30/10

See Attached



Agency Name:
 Contract Number:
 Program Name:
 First 5 Riverside Funds:
 Other Program Funds and Source(s) below:
 In Kind - Dr. Lidner
 In Kind - RCRMC

\$120,000
 \$29,000

		\$4,091		\$623,767
		\$4,000		
		\$10,000		
		\$1,000		
		\$11,000		
		\$1,000		
		\$0	\$28,500	
			\$500	
Subtotal Material and Supplies:		\$31,091	\$29,000	\$60,091
Patient Treatment Services	Dental Treatment	\$361,193		
Program Dentist (Dr. Brockmann)	Dental Screenings	\$15,000		
Program Dentist (Dr. Sosa)	Dental Screenings			
Subtotal Subcontractors:		\$397,193	\$0	\$397,193
Subtotal Equipment:		\$0	\$0	\$0
Indirect Percentage Paid by F5R		10.00%		
Indirect Paid By Other Funds				
Subtotal Indirect:		\$25,779	\$0	\$25,779
Total Budget		\$674,767	\$149,000	\$823,767

BUDGET NARRATIVE/JUSTIFICATION FOR USE OF FUNDS

Agency Name: Riverside County Regional Medical Center

Contract Number: 1052 OP-10

Program Name : First 5 funded Dental Program

First 5 Riverside Program Budget: July 1, 2009 - June 30, 2010

(Use the space below to provide a brief narrative statement to justify EACH line item within your program budget.)

Oversee dental program operations to ensure that goals and objectives are accomplished. The time contributed to this position will be donated by Program Director, Dr. Carla Lidner.

Under program director, will oversee, manage and organize daily operations of dental program to ensure contract compliance. Coordinate and prepare program scope of work, budget, quarterly reports.

Will provide assistance to dentist during dental screenings, case management to patients within the program through follow-up phone calls and providing appropriate dental referrals, data entry and office related duties as needed.

Will provide assistance to dentist during dental screenings, case management to patients within the program through follow-up phone calls and providing appropriate dental referrals, data entry and office related duties as needed.

Ink cartridges, ribbon for flyers, file cabinets and all office related supplies.

Printing expenses Approx. \$2,800 for flyers, postcards, referrals, business cards, and other educational material as needed. Postage expenses Approx. \$1,200 to be used for mailing postcards, flyers, books and all correspondence as required.

Consumable dental supplies (children and adult toothbrushes, toothpaste, dental floss, fluoride varnish, videos, educational supplies, books, brochures, Stater Bros gift certificates (to be used as an incentive for parents participating in oral health workshops)

Maintenance for copier, fax and other equipment as needed.

Patient transportation assistance (Bus passes, mileage reimbursement, taxi cab, gas cards) to access dental services when needed. Staff mileage reimbursement, airfare, meals and hotel fees to attend program related conferences and training.

Staff development, conferences and training.

Office space will be provided by RCRMC as an In-kind contribution to the program.

Telephone, internet access provided by RCRMC as an In-kind contribution to the program.

Subcontractors	<p>Payment for dental treatment provided by outside dentists.</p> <p>Will conduct dental screenings, preventive dental services (fluoride varnish applications) at school sites. Will provide professional dental guidance to program staff as needed.</p> <p>Will conduct dental screenings, preventive dental services (fluoride varnish applications) at school sites. Will provide professional dental guidance to program staff as needed.</p> <p>Administrative expenses paid to RCRMC for grant account management, fiscal services and claims processing (MISP).</p>
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Agency Name: 1052 OP-10 Budget Final 674787 - F5R - 081508 (M)V\F5R - Result_Service Allocation		Improved Child Health	
A	1052 OP-10	3-Oral Health	
Budget Categories			
		63,336	
		31,733	
		31,733	
		31,733	
	Sub Total	157,535	
		27,284	
		13,645	
		13,645	
		13,645	
	Sub Total	68,169	
3. Material & Supplies			
		4,091	
		4,000	
		10,000	
		1,000	
		11,000	
		1,000	
	Sub Total	31,091	
		961,193	
		15,000	
		15,000	
	Sub Total	991,193	
6. Indirect Expense @ 10%		25,779	
		25,779	
	Sub Total	25,779	
TOTAL		674,767	

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RESULT AND SERVICE AREAS FOR STATE REPORTING

IMPROVED FAMILY FUNCTIONING	IMPROVED CHILD DEVELOPMENT	IMPROVED HEALTH	IMPROVED SYSTEMS OF CARE
IFF	ICD	IH	ISC
1-Behavioral, Substance Abuse, and Mental Health Services	2-Prevention for 3 and 4 Year Olds	3-Stratified Assistance	4-Service Outreach, Planning, Support and Management
1-Adult Education and Literacy for Parents	2-State School Readiness Programs & Local Match	3-Nutrition and Fitness	4-Provider Capacity Building, Training and Support
1-Provision of Basic Family Needs (Food, Clothes, Housing)	3-Large Subject Readiness (Minor Program)	3-Other Health Education	4-Program Management
1-Distribution of KIE for New Parents	3-Community-based Screening and Assessments	3-Health Access	4-Case / Care Management Integration
1-Family Literacy Programs	2-Targeted Intensive Intervention Programs for Special Needs and Transition Programs for Children with Early Subject Readiness	3-Home Visitation for Newborns	4-Schools' Readiness for Children
1-Community Resource & Referral	3-Oral Health	3-Oral Health	4-Community Strengthening Efforts
1-Targeted Intensive Parent Support Services	3-Frenatal Care	3-Primary Care Services (Immunizations and/or Well Child Checkups)	
1-General Parenting Education Programs	3-Primary Care Services (Immunizations and/or Well Child Checkups)	3-Comprehensive Screening and Assessments	
1-Other Family Functioning Support Services	3-Targeted Intensive Intervention for Identified Special Needs	3-Safety Education and Intentional and Unintentional Injury Prevention	
	3-Specialty Medical Services	3-Specialty Medical Services	
	2-Tobacco Cessation Education and Treatment	2-Tobacco Cessation Education and Treatment	
	3-Other Health Services	3-Other Health Services	



**ATTACHMENT C:
COMPREHENSIVE TOBACCO CONTROL POLICY**

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

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

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

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

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

Adopted July, 2002
Amended Sept., 2002
Amended July, 2005
Amended May, 2006

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

CONTRACTOR

Riverside County Children and Families Commission

By: _____

By: _____
Harry Freedman, Executive Director

Attest:

By: _____
_____ Commission Secretary

FORM APPROVED COUNTY COUNSEL
BY: TAWNY V. LIEU 9/14/09
DATE