

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

902



FROM: Community Health Agency/Department of Public Health

SUBMITTAL DATE:

February 1, 2010

SUBJECT: Ratify the Agreement with the Riverside County Children and Families Commission and the Riverside County Department of Public Health, Maternal Child and Adolescent Health "Maternal Adolescent Family Services" Program.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Agreement with the Riverside County Children and Families Commission and the Riverside County Department of Public Health for the period of November 1, 2009 through June 30, 2011 in the amount of \$2,666,677;
- 2) Direct the Auditor Controller to make budget adjustment, as detailed in Schedule A; and
- 3) Authorize the Chairperson of the Board to sign (5) originals of the Agreement on behalf of the County.

BACKGROUND: (Page 2)

LM:cc

Susan D. Harrington

Susan Harrington, Director
Department of Public Health

FINANCIAL DATA	Current F.Y. Total Cost: 09/10	\$ 1,066,667	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	YES
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: 100% funded by the Riverside County Children and Families Commission	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

Debra Cournoyer

Debra Cournoyer

County Executive Office Signature

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

Prev. Agn. Ref.:

District: All

Agenda Number:

3.14

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: *[Signature]* 2/4/10
 SUSANA GARCIA-BOCANEGRA
 Departmental Concurrence
 FORM APPROVED BY COUNTY COUNCIL
 BY: *[Signature]* DATE
 NEAL R. KIPNIS

Form 11

Subject: Ratify the Agreement with the Riverside County Children and Families Commission and the Riverside County Department of Public Health, Maternal Child and Adolescent Health "Maternal Adolescent Family Services" Program.

Page 2 of 3

BACKGROUND:

The Riverside County Department of Public Health, received approval for funding from the Riverside County Children and Families Commission to provide case management services to pregnant and parenting adolescents and adults/infants who are deemed high risk for mortality or morbidity through the Maternal, Adolescent and Family Services Program. Funding is effective November 1, 2009 through June 30, 2011. Services are coordinated to achieve healthy birth outcomes, increase utilization of health and social services and promote self sufficiency.

Funds will be distributed as follows for County fiscal year:

- | | |
|--|-------------|
| a) FY 09/10 – for period of November 1, 2009 – June 30, 2010 | \$1,066,667 |
| b) FY 10/11 – for period of July 1, 2010 – June 30, 2011 | \$1,600,000 |

Subject: Approve the Agreement with the Riverside County Children and Families Commission and the Riverside County Department of Public Health, Maternal Child and Adolescent Health "Maternal Adolescent Family Services" Program.

**SCHEDULE A
BUDGET ADJUSTMENTS
Community Health Agency
Department of Public Health
Fiscal Year 2009/10**

INCREASE IN APPROPRIATIONS:

10000-4200100000-510040	Regular Salaries	\$ 432,748
10000-4200100000-518100	Budgeted Benefits	\$ 198,631
10000-4200100000-520230	Cellular Phone	\$ 2,000
10000-4200100000-520330	Communication Services	\$ 28,000
10000-4200100000-520705	Food	\$ 3,007
10000-4200100000-520820	Janitorial Services	\$ 40,000
10000-4200100000-520930	Insurance-Liability	\$ 7,221
10000-4200100000-522310	Maint-Building & Improvements	\$ 7,500
10000-4200100000-523700	Office Supplies	\$ 16,090
10000-4200100000-523760	Postage-Mailing	\$ 3,500
10000-4200100000-523800	Printing/Binding	\$ 3,500
10000-4200100000-524500	Administrative Support Services - Direct	\$ 216,970
10000-4200100000-524760	Data processing Services	\$ 9,000
10000-4200100000-525140	Personnel Services	\$ 12,000
10000-4200100000-526700	Rent-Lease Bldgs	\$ 42,000
10000-4200100000-527780	Special Program Expense	\$ 5,000
10000-4200100000-527840	Training - Education/Tuition	\$ 2,000
10000-4200100000-528920	Car Pool Expense	\$ 8,125
10000-4200100000-529040	Private Mileage Reimbursement	\$ 24,375
10000-4200100000-529540	Utilities	\$ 5,000

TOTAL INCREASE IN APPROPRIATION**\$1,066,667****INCREASE IN ESTIMATED REVENUE:**

10000-4200100000-754000	CA-Tobacco Tax Prop 10	\$1,066,667
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TOTAL INCREASE IN ESTIMATED REVENUE**\$1,066,667**

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

RCCFC AWARD: 3004 HS-10

CONTRACTOR: Riverside County Department of Public Health

CONTRACT TERM: INITIAL FUNDING PERIOD: 11/01/09-06/30/10
 PERIOD 2: 07/01/10-06/30/11

MAXIMUM REIMBURSABLE AMOUNT: \$2,666,667.00

TAX IDENTIFICATION NUMBER: On File

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed the amounts listed below. Following the initial funding period, the term may be extended for one year at the mutual written consent of the CONTRACTOR, and the Executive Director of the Commission, without requiring further action of the governing entities. However, the CONTRACTOR is required to submit an annual budget for the Executive Director's approval for the additional year of the contract term. Any funding remaining after the initial funding period may be rolled over to the next funded fiscal year at the discretion of the Commission. Annual budgets will be based on each fiscal year term as follows:

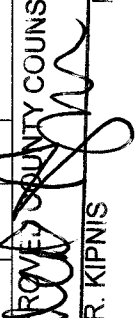
Initial Funding Period:	11/01/09 - 06/30/10	\$1,066,667.00
Period 2:	07/01/10 - 06/30/11	\$1,600,000.00

Compensation: The maximum reimbursable amount over the life of the contract, including any extensions, is **\$2,666,667.00** 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 CONTRACTOR have executed this Contract.

Authorized Signature for Commission:	Authorized Signature for CONTRACTOR:
Printed Name of Person Signing: Harry Freedman	Printed Name of Person Signing:
Title: Executive Director	Title:
Address: 2002 Iowa Avenue, Suite 100 Riverside, CA 92507-2423	Address:
Date:	Date:
Attest:	Attest:
Title: Commission Secretary	Date:

RCCFC Contract - Investment of Funds
 Template Approved 10-23-06 - Reso 06-69
 Template Revised 12-04-06 - Reso 06-79
 Template Revised 04-22-09 - Reso 09-21

FORM APPROVED RIVERSIDE COUNTY COUNCIL
 BY:  DATE:

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

RCCFC Contract - Investment of Funds

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Template Approved 10-23-06 – Resolution 06-69

Template Revised 12-04-06 – Resolution 06-79

Template Revised 04-22-09 – Reso 09-21

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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

CONTRACTOR:

Riverside County Department of Public Health
4065 County Circle Drive
Riverside, CA 92503

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

2. SOURCE AND SCOPE OF CONTRACT

- A. This award Contract is valid and enforceable only if sufficient funds are available to the Commission from Proposition 10 tax dollars for the total term of November 1, 2009 through June 30, 2011 for the purposes of this program. It is mutually agreed that if the State does not appropriate sufficient Proposition 10 funds, this Contract shall be amended to reflect any reduction in funds.
- B. In the event that state and federal funding sources for this program are renewed, it is mutually agreed that this contract will be amended to reflect restoration of previous funding sources.
- C. 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.

3. DEFINITIONS

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

Commission: The Riverside County Children & Families Commission, an assembly of Commissioners, appointed by the Riverside County Board of Supervisors and responsible for establishing policy and 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.

CONTRACTOR: 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.

COUNTY: The Riverside County Children & Families 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.

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

Performance Target Accomplishment Schedule: The specific timeline that a CONTRACTOR will commit to adhere to. (See Attachment A).

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

4. **TERM**

The term of this Contract shall be from November 1, 2009, to and including June 30, 2010, unless sooner terminated by the provisions herein by either party. Following the initial funding period, the term may be extended for additional one (1) year at the mutual written consent of the CONTRACTOR, and the Executive Director of the Commission, without requiring further action of the governing entities of either party. In no event shall the term of this Contract extend past June 30, 2011 without formal approval by the governing bodies of both parties. Any funding remaining after the initial funding period may be rolled over to the next funded fiscal year at the discretion of the Commission.

5. **COMPLIANCE, DISALLOWANCE, WITHHOLDING**

If CONTRACTOR fails to comply with any conditions contained within this Contract the Commission may either 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 signing authority within twenty (20) working days of identification.

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, CONTRACTOR 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, CONTRACTOR shall notify the Commission as to the status of its performance and submit a final invoice for services rendered. Notwithstanding any other payment provision of this Contract, the Commission shall pay CONTRACTOR 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 CONTRACTOR be paid an amount in excess of the full price under this Contract or for unperformed services. CONTRACTOR 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 CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, 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 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.
- 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. 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.** 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 CONTRACTOR fails to provide the Commission with any reports, data and/or information as required in this Contract.
- 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 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 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 CONTRACTORS and the community to successfully implement, increase and measure the impact of the Children and Families Act 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.

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, 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. CONTRACTORS 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 qualitative and 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 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 Executive Director, or designee.

SOW revisions that are considered significant changes to program performance targets and 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 CONTRACTOR. 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.

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 CONTRACTOR'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 CONTRACTOR as follows:

- A.** All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the budget, as set forth in Attachment B hereto.
- B.** Funds shall be disbursed at the commencement of the contract and at the beginning of each quarter following the initial disbursement. The Initial quarter payment will be advanced at the onset of the contract term. The initial advance shall not exceed one quarter's share of the compensation amount referenced on page 1 of this Contract. Subsequent disbursements, however, will be reconciled and paid based on actual program expenditures performed during the prior service period and shall not exceed one quarter's share of the contract total. Under special circumstances, the CONTRACTOR may request additional funding for quarterly disbursement. This request must be submitted in writing to the Commission 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 CONTRACTOR 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 plan, approved by the Commission Executive Director or designee, is in place for improvement or 3) if the CONTRACTOR is not in compliance with any provision contained within this Contract.
- C.** (For Child Care Contracts) After the initial six (6) month period, reimbursement for expenditures will be based on reaching full enrollment capacity which is defined as 595 low to moderate income children. If CONTRACTOR has not reached full enrollment capacity in the initial six (6) month period, CONTRACT may be reduced to equate with level of service being provided.

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 month following contract performance. 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 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 2nd quarter (December 30, as reported in the January 30 report). A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.

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.

Commission staff will send a letter verifying 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 CONTRACTOR. Changes in the mailing address or designated contact person must be submitted in writing on the CONTRACTOR 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 CONTRACTOR, 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 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 CONTRACTOR from this monthly program data input and quarterly Program reporting responsibility.

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the Program Specialist assigned to the CONTRACTOR.

Quarterly Program Reporting due dates for the initial funding period:

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

Quarterly Program Reporting due dates for period 2:

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

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, 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR to correct such quarterly reports. Budget Adjustments will be considered 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 CONTRACTOR 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 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

CONTRACTOR shall have or establish a cost allocation system to identify prorated costs shared by among multiple funding sources, including Proposition 10 funds. CONTRACTOR Cost Allocation Plan must be approved by CONTRACTOR appropriate governing body and submitted with the 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. For this contract, the indirect rate was reduced to provide more direct services via scholarships.
2. 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. First 5 Riverside will not pay for subcontractor indirect costs as part of CONTRACTOR budget.

F. Revenues Received

Any and all revenue received by the CONTRACTOR (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.

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. 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. CONTRACTOR AUDIT REQUIREMENTS

- A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR 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 CONTRACTOR'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. CONTRACTORS who have a Single Audit completed, under the auspices of the Federal Office of Management and Budget (OMBA-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 CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR fails to produce or submit an acceptable audit, the Commission has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all Commission costs incurred in obtaining an independent audit. The cost of the audit will be applied against the contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT/VEHICLES

- A. The title of vehicles or property derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR for the uses and purposes provided; CONTRACTOR shall administer such property only for the purposes for which they were granted.
- B. Inventoriable equipment is items purchased with Proposition 10 funds that cost \$1,000 or more. The CONTRACTOR shall inventory and report any and all equipment purchases meeting this criterion, on the Commission Inventory Record Form. This record must accompany CONTRACTOR's final Quarterly Report submitted at the end of the Contract period. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be made available as

requested during the Commission Administrative Review visits. Ownership and documentation of vehicles shall be maintained by the CONTRACTOR. CONTRACTOR shall submit a copy of the Certificate of Title for vehicle ownership with the final Quarterly Reports. It is understood that the CONTRACTOR is liable for any/all liability and damages resulting from the use and/or misuse of equipment/vehicles purchased with Proposition 10 funds. Equipment/vehicles shall not be used for personal use by the CONTRACTOR, 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 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, at the election of the Commission as determined by the Executive Director, or designee: (1) used by CONTRACTOR 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 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, as provided herein, the CONTRACTOR 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 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 is set forth as Attachment C hereto.

18. CONDUCT OF BUSINESS

- A. CONTRACTOR 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. CONTRACTOR 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.

- C. 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.
- D. CONTRACTOR shall immediately notify the Commission upon the filing of any action of bankruptcy.
- E. CONTRACTOR shall immediately notify the Commission 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.
- F. CONTRACTOR shall immediately notify the Commission 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.

19. RECORDS MANAGEMENT AND MAINTENANCE

- A. The CONTRACTOR shall make reports to the Commission in the required format and containing information as may be required by the Commission.
- B. CONTRACTOR shall input all data required on a monthly basis by the 20th 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 the end of the term of the Contract. This requirement includes:
 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. 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 recessions or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.
- D. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).
- E. 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.
- F. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR staff is aware of and abide by said policy to include a signed confidentiality contract.

20. PUBLIC DISCLOSURE OF DOCUMENTS

CONTRACTOR 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. CONTRACTOR shall

cooperate with the Commission in order that it may fully comply with the requirements of such laws and regulations.

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

- A. Commission representatives shall review, audit and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. During the Administrative Review visits, CONTRACTOR 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 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.

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. 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 any and 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. Before initiating programmatic operations, CONTRACTOR 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. CONTRACTOR shall provide said document(s) to the Commission Executive Director, or designee.
- C. Any and all subcontractor(s) shall conform to all requirements of the Commission and any Contract between the CONTRACTOR and the Commission. Copies of Memorandum of Understanding (MOU), Contract, Subcontract, or similar document between the CONTRACTOR, subcontractor

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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. Upon signing this contract, CONTRACTOR shall publicize their funded program and partnership with First 5 Riverside by creating a press release to be distributed to local media outlets. The press release shall be sent to F5R for review and approval within 14 days of signing of contract. No later than 5 days after the press release is reviewed and approved by F5R, 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 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, CONTRACTORS shall contact the Commission's public information specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.

C. The approved First 5 Riverside logo (graphic) shall be used on materials specific to the Commission funded program. CONTRACTOR shall use the approved First 5 Riverside logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside graphics attribution standard as posted on the Commission public web site (www.rccfc.org).

D. CONTRACTOR shall provide the Commission staff/public information specialist a copy of all public information/relation 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.

- E. 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 (www.rccfc.org) and/or the First 5 Riverside Data Management System.

25. NO 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

This Contract hereby incorporates by reference the provisions of Title 2, CCR. Section 8107 et seq., as may be amended from time to time. CONTRACTOR 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 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.

29. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the 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 as Indemnitees or COUNTY) from any and all liability whatsoever, including wrongful death, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in anyway 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 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.

30. **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.

Workers' Compensation:

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

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, 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 of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or 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 contract or be no less than two (2) times the occurrence limit.

Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$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, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

General Insurance Provisions - All lines:

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 policy term.

The CONTRACTOR'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions 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.

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

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

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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); 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 required under this Contract and the monetary limits of liability for the insurance coverage's 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.

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

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

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.

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 \$1,000,000 per occurrence and \$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 for a period of five (5) years beyond the termination of this Contract.

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 December 31st or before contract work commences.

31. 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.

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 Commission also authorizes the Director of RCCFC (or designee) to approve no cost extensions and modifications for this Contract. 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**

CONTRACTOR 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 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, or Contract between CONTRACTOR 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 CONTRACTOR. 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**

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.

39. **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.

40. **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.

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: 11/01/09 – 06/30/10

Attachment A: Scope of Work

Partner Agency: Riverside County Department of Public Health
Contract #: 3004 CR-10
Program: Maternal, Adolescent & Family Services
Date: November 1, 2009 – June 30, 2010

The Riverside County Department of Public Health (RCDPH) will provide case management to pregnant and parenting adolescents/teens and adults through the Maternal, Adolescent and Family Services program (MAFS). Services are coordinated to ensure healthy birth outcomes, proper utilization of health and social services and self sufficiency for parents through encouragement of educational attainment. Specific goals of this program include: all children are born healthy to healthy mothers; no health status disparities among racial/ethnic, gender, economic and regional groups; a safe and healthy environment for women, children and their families; and, equal access for all women, children and their families to appropriate and needed care within an integrated and seamless system. RCDPH will develop and implement a 5-year needs assessment for 2010-2015. The needs assessment will be submitted to F5R for review prior to implementation.

Each eligible family will be assigned a regional case worker that will conduct an assessment in 30 days and develop a case management plan within 60 days of enrollment in the MAFS program. Participants meeting the following criteria are eligible for services:

- Pregnant or parenting a child 0-5 years of age
- If pregnant, participant has decided to carry pregnancy full term
- Age 19 and under at the time of enrollment in the MAFS program
- Participant agrees with the individualized Service Plan (ISP)
- Participants over the age of 19 may be served if at high risk of mortality or morbidity as identified by case management staff, community and agency partners
- Participants with learning disabilities may require longer term intervention

RCDPH will conduct support meetings for program participants to ensure program participants have the most recent and updated information on available services. To assure optimal case coordination, RCDMH will facilitate collaborative meetings with Community Based Organizations and County programs (i.e. Family Planning, WIC, Immunizations, etc.) to facilitate participant progress and outcomes.

Client tracking will continue through the Lode Star data collection system with accomplishments also entered as aggregate into GEMS monthly. RCDPH will provide First 5 Riverside with copies of Lode Star reports on a quarterly basis. RCDPH will provide First 5 Riverside with county baseline data for

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comparison purposes to current year outcome data. It is anticipated that **289** of participants will complete 80% of their goals as identified in their individualized case management plans. It is anticipated that 80% of the client population will be pregnant and or parenting adolescent/teens and the remainder will consist of older, high risk parents in need of supportive services.

Aggregate Targets:

1. By June 30, 2010, MAFS will have provided individualized case management to **289** program participants.
2. By June 30, 2010, **231 or 80%** of pregnant and/or parenting adolescent/teens served will be under 19 years of age.
3. MAFS will assess and develop an Individualized Service Plan for each program participant within 60 days of enrollment.
4. By June 30, 2010, MAFS will document the number of program participants who obtain prenatal care during the first trimester of pregnancy as reported monthly.
5. By June 30, 2010, MAFS will document the number of births to program participants as reported monthly.
6. By June 30, 2010, MAFS will identify and document the number of participants who are considered high risk of infant mortality as identified by case management staff, community and agency partners as reported monthly.
7. By June 30, 2010, MAFS will document the number of infants born with low birth weight to program participants (below 5.51 pounds) as reported monthly.
8. By June 30, 2010, MAFS will document the number of infants born prematurely to program participants as reported monthly.
9. By June 30, 2010, **100%** of children of program participants will be up-to-date with immunizations.
10. By June 30, 2010, MAFS will document the number of adolescent parents enrolled in and making progress toward a high school diploma or GED certificate.
11. By June 30, 2010, MASF will document the number of teens served that are senior high school level status.
12. By June 30, 2010, **65%** of teens that are senior high school level status who meet eligibility criteria, will successfully complete their high school diploma or GED certificate.

13. By June 30, 2010, MAFS will facilitate collaborative meetings at a minimum with **4** Community-Based Organizations and **4** County programs.
14. By June 30, 2010, MAFS will conduct 9 support meetings for program participants within 3 pilot communities of Rubidoux, Perris and Moreno Valley by holding 3 meetings in each of the pilot communities.

ATTACHMENT B:

 <p>FIRST 5 RIVERSIDE Riverside County Children & Families Commission</p> <p><small>A public entity funded from Proposition 13 tobacco tax funds</small></p>	Agency Name: Riverside County Dept of Public Health	Contract Number: 3004 CR-10
	Program Name: Adolescent Family Life	Program Name: Adolescent Family Life
	First 5 Riverside Funds: \$1,065,967	First 5 Riverside Funds: \$1,065,967
	List Other Program Sources Below:	List Other Program Funds Below:
	Cal Learn Block Grant: \$583,333	Cal Learn Block Grant: \$583,333
		total ck \$0

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

Personal Title and Name of Employee	Annual Salary (Based on 8 months)	FTE Filled by Program		Total FS Program Costs	Total Other Program Funds	Total Program (A+B+C)	Non-Program Personnel Exp.
		FTE	Other				
1 HCSW - Diana Aparicio	\$30,730	60%	40%	\$18,438	\$12,292	\$30,730	\$0
2 HCSW - Katherine James	\$30,730	60%	40%	\$18,438	\$12,292	\$30,730	\$0
3 HCSW - Nancy Mullins	\$30,730	60%	40%	\$18,438	\$12,292	\$30,730	\$0
4 HCSW - Sonia Luyando	\$30,730	60%	40%	\$18,438	\$12,292	\$30,730	\$0
5 HCSW - Adriana Rodriguez	\$30,730	60%	40%	\$18,438	\$12,292	\$30,730	\$0
6 HCSW - Jennifer Rugala-Periscone	\$30,730	60%	40%	\$18,438	\$12,292	\$30,730	\$0
7 HCSW - Mary Stable	\$30,730	60%	40%	\$18,438	\$12,292	\$30,730	\$0
8 HCSW - unidentified	\$30,730	60%	40%	\$18,438	\$12,292	\$30,730	\$0
9 HCSW - unidentified	\$30,730	60%	40%	\$18,438	\$12,292	\$30,730	\$0
10 HCSW - unidentified	\$30,730	60%	40%	\$18,438	\$12,292	\$30,730	\$0
11 HCSW - unidentified	\$30,730	60%	40%	\$18,438	\$12,292	\$30,730	\$0
12 HCSW - unidentified	\$30,730	60%	40%	\$18,438	\$12,292	\$30,730	\$0
13 HCSW - unidentified	\$30,730	60%	40%	\$18,438	\$12,292	\$30,730	\$0
14 HCSW - unidentified	\$30,730	60%	40%	\$18,438	\$12,292	\$30,730	\$0
15 HCSW - unidentified	\$30,730	60%	40%	\$18,438	\$12,292	\$30,730	\$0
16 HCSW - unidentified	\$30,730	60%	40%	\$18,438	\$12,292	\$30,730	\$0
17 HCSW Supervisor - Bridgette Canson	\$45,487	60%	40%	\$27,292	\$18,195	\$45,487	\$0
18 HCSW Supervisor - unidentified	\$45,487	60%	40%	\$27,292	\$18,195	\$45,487	\$0
19 OAILL - Gail McIntosh	\$23,810	60%	40%	\$14,286	\$9,524	\$23,810	\$0
20 OAILL - unidentified	\$23,810	60%	40%	\$14,286	\$9,524	\$23,810	\$0
21 PH Program Director - unidentified	\$52,454	60%	40%	\$31,472	\$20,982	\$52,454	\$0
22 HCSW - unidentified	\$30,730	40%	60%	\$12,292	\$18,438	\$30,730	\$0
23 Fiscal Services-Accountant - Sheri Edson	\$52,000	10%	0%	\$5,200	\$0	\$5,200	\$46,800
24 Fiscal Services-Accounting Technician - Carolyn Jack	\$56,236	10%	0%	\$5,624	\$0	\$5,624	\$50,612
Subtotal Personnel:				\$432,748	\$291,526	\$724,274	\$0

Employee Benefits	FTE Funded by Program		Total Annual Benefits (Based on 8 months)	(A) Total FS Program Costs	(B) Total Other Program Funds	(C) Total Program (A+B+C)	Non- Program Personnel Exp.
	FSR	Other					
1 HCSW - Diana Aparicio	50%	40%	\$14,443	\$8,666	\$5,777	\$14,443	\$0
2 HCSW - Katharina James	50%	40%	\$14,443	\$8,666	\$5,777	\$14,443	\$0
3 HCSW - Nancy Mullins	50%	40%	\$14,443	\$8,666	\$5,777	\$14,443	\$0
4 HCSW - Sonia Luyando	50%	40%	\$14,443	\$8,666	\$5,777	\$14,443	\$0
5 HCSW - Adriana Rodriguez	50%	40%	\$14,443	\$8,666	\$5,777	\$14,443	\$0
6 HCSW - Jennifer Ruyala-Paristone	50%	40%	\$14,443	\$8,666	\$5,777	\$14,443	\$0
7 HCSW - Mary Stabile	50%	40%	\$14,443	\$8,666	\$5,777	\$14,443	\$0
8 HCSW - unidentified	50%	40%	\$14,443	\$8,666	\$5,777	\$14,443	\$0
9 HCSW - unidentified	50%	40%	\$14,443	\$8,666	\$5,777	\$14,443	\$0
10 HCSW - unidentified	50%	40%	\$14,443	\$8,666	\$5,777	\$14,443	\$0
11 HCSW - unidentified	50%	40%	\$14,443	\$8,666	\$5,777	\$14,443	\$0
12 HCSW - unidentified	50%	40%	\$14,443	\$8,666	\$5,777	\$14,443	\$0
13 HCSW - unidentified	50%	40%	\$14,443	\$8,666	\$5,777	\$14,443	\$0
14 HCSW - unidentified	50%	40%	\$14,443	\$8,666	\$5,777	\$14,443	\$0
15 HCSW - unidentified	50%	40%	\$14,443	\$8,666	\$5,777	\$14,443	\$0
16 HCSW - unidentified	50%	40%	\$14,443	\$8,666	\$5,777	\$14,443	\$0
17 HCSW Supervisor - Bridgette Canson	50%	40%	\$20,092	\$12,055	\$8,037	\$20,092	\$0
18 HCSW Supervisor - unidentified	50%	40%	\$20,092	\$12,055	\$8,037	\$20,092	\$0
19 OAIL - Gail McInerney	50%	40%	\$13,857	\$8,314	\$5,543	\$13,857	\$0
20 OAIL - unidentified	50%	40%	\$13,857	\$8,314	\$5,543	\$13,857	\$0
21 PH Program Director - unidentified	50%	40%	\$14,389	\$8,639	\$5,759	\$14,389	\$0
22 HCSW - unidentified	40%	50%	\$14,443	\$5,777	\$8,666	\$14,443	\$0
23 Fiscal Services Accountant - Sheri Edson	10%	0%	\$21,580	\$2,158	\$0	\$2,158	\$19,422
24 Fiscal Services Accounting Technician - Carolyn Jack	10%	0%	\$26,667	\$2,667	\$0	\$2,667	\$24,000
Subtotal Benefits:				\$198,631	\$134,019	\$332,650	

Operational Expenses			
1	Office Supplies/equipment (< \$1000)	\$16,090	\$6,000
2	Postage & Printing	\$7,000	\$3,000
5	Program Materials and Incentives	\$5,000	\$1,000
6	Program Nutrition/Food	\$3,007	\$3,007
8	Insurance	\$7,221	\$3,000
9	Maintenance and Repairs	\$7,500	\$3,000
12	Travel (airfare, mileage, meals, hotel)	\$32,500	\$13,000
13	Training / Conferences	\$2,000	\$2,000
14	Rent/Lease	\$42,000	\$14,000
15	Utilities	\$5,000	\$5,000
19	(1) Other - Communications	\$30,000	\$13,788
20	(2) Other-Janitorial	\$40,000	\$18,000
21	(3) Other-data processing	\$9,000	\$6,000
22	(4) Other-Admin Support Direct	\$120,000	\$25,000
23	(5) Other Personnel Services	\$12,000	\$2,000
Subtotal Material and Supplies:		\$338,318	\$107,788
Subcontractors			
Describe Service		\$0	\$0
Subtotal Subcontractors:		\$0	\$0
Capital Expenditures			
Subtotal Equipment:		\$0	\$0
Other			
1	Indirect Percentage Paid by FSR	10%	\$96,970
2	Indirect Paid By Other Funds	9%	\$50,000
Subtotal Indirect:		\$96,970	\$50,000
Total Budget		\$1,066,667	\$583,333
			\$1,650,000

BUDGET NARRATIVE/JUSTIFICATION FOR USE OF FUNDS

Agency Name : Riverside County Dept of Public Health
 Contract Number : 3004 CR-10
 Program Name : Adolescent Family Life

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

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

Personnel and Benefits (These Cells Auto-Populate from the Combined Personnel and Benefits & Amounts from Draft Budget Tab)

HCSW - Diane Aparicio	\$27,103	Case management of assigned pregnant or parenting clients, to include evaluation, education, services and referrals for client and child.
HCSW - Katherine James	\$27,103	Case management of assigned pregnant or parenting clients, to include evaluation, education, services and referrals for client and child.
HCSW - Nancy Mullins	\$27,103	Case management of assigned pregnant or parenting clients, to include evaluation, education, services and referrals for client and child.
HCSW - Sonia Luyando	\$27,103	Case management of assigned pregnant or parenting clients, to include evaluation, education, services and referrals for client and child.
HCSW - Adriana Rodriguez	\$27,103	Case management of assigned pregnant or parenting clients, to include evaluation, education, services and referrals for client and child.
HCSW - Jennifer Ruggala	\$27,103	Case management of assigned pregnant or parenting clients, to include evaluation, education, services and referrals for client and child.
HCSW - Mary Stabile	\$27,103	Case management of assigned pregnant or parenting clients, to include evaluation, education, services and referrals for client and child.
HCSW - unidentified	\$27,103	Case management of assigned pregnant or parenting clients, to include evaluation, education, services and referrals for client and child.
HCSW - unidentified	\$27,103	Case management of assigned pregnant or parenting clients, to include evaluation, education, services and referrals for client and child.
HCSW - unidentified	\$27,103	Case management of assigned pregnant or parenting clients, to include evaluation, education, services and referrals for client and child.
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HCSW - unidentified	\$27,103	Case management of assigned pregnant or parenting clients, to include evaluation, education, services and referrals for client and child.
HCSW - unidentified	\$27,103	Case management of assigned pregnant or parenting clients, to include evaluation, education, services and referrals for client and child.
HCSW Supervisor - Bridgette Carson	\$36,347	Case management of assigned pregnant or parenting clients, to include evaluation, education, services and referrals for client and child. Supervise, assist and direct other HCSW. Coordination of other program activities to include Support
HCSW Supervisor - unidentified	\$39,347	Case management of assigned pregnant or parenting clients, to include evaluation, education, services and referrals for client and child. Supervise, assist and direct other HCSW. Coordination of other program activities to include Support
Onill, Gill, McIntosh	\$22,500	Provide clerical support. Manage public calls and requests through toll free phone line. Screen and refer clients to HCSW. Register clients, enter client data into registry system, and prepare data progress reports. Other duties as
Onill, unidentified	\$22,500	Provide clerical support. Manage public calls and requests through toll free phone line. Screen and refer clients to HCSW. Register clients, enter client data into registry system, and prepare data progress reports. Other duties as
PR Program Director - unidentified	\$60,131	Plan and manage program activities, to include budget oversight and program compliance. Collaborate with community partners for outreach and program enhancement. Supervise, develop and direct team members
HCSW - unidentified	\$18,068	Case management of assigned pregnant or parenting clients, to include evaluation, education, services and referrals for client and child.

RCCFC Contract - Invoice
 Fiscal Services Accountant
 Sheri Edson \$7,358

Template Approved 10/2007
 Fiscal Services Accounting
 Template Revised 12-07
 Technician Catherine Johnson \$6,250
 Template Revised 04-27-09 - Reso 09-21

Operational Expenses	
Office Supplies/equipment (< \$1000)	\$16,090 General office supplies to support 12 work sites throughout Riverside County. Office supplies include computer and fax machine supplies.
Postage & Printing	\$7,000 Printing of forms/brochures for client activities and correspondence, to include mailings.
Program Materials and Incentives	\$5,000 Purchase materials and incentives for clients/children, to include children's story books, sippy cups, pens & pencils.
Program Nutrition/Food	\$3,007 Purchase healthy food for parents and children who participate in the Support Group and Child Development assessment sessions. Also, for hosting community planning events for the program.
Insurance	\$7,221 Covers some of the required insurance for the program at all sites
Maintenance and Repairs	\$7,500 Maintenance and repair cost for all work sites.
Travel (airfare, mileage, meals, hotel)	\$32,500 Will be used for private and county car mileage when conducting home visits, school visits and meetings r/t program needs.
Training / Conferences	\$2,000 Will be used for staff training/conference. HCSW are required to receive training and updates in order to keep up with changes. We will identify area of need at a later date.
Rent/Lease	\$42,000 To cover some of the rental/lease cost for office space for HCSW and Director in 12 locations throughout the county. See attachment for site locations.
Utilities	\$5,000 To cover some of the utility cost at multiple locations.
(1) Other- Communications	\$30,000 Cost for cell phones, Blackberries, office phones, long distance calls.
(2) Other-Janitorial	\$40,000 Covers some of the janitorial cost for office space at all 12 sites.
(3) Other-data processing	\$9,000 Cost for data processing programs and services, IT maintenance and support.
(4) Other-Admin Support	\$120,000 Procurement services, IT services, Facilities services, Epi., Courier.
(5) Other Personnel Services	\$12,000 HR allocated charges.
Subcontractors	
Capital Expense	
Indirect	
Indirect costs paid by FSR	\$96,976 Indirect charges include Auditor-Controller charges, Executive Office charges, County Purchasing charges, Workman's Comp insurance, Malpractice insurance, OASIS Financials, OASIS HRMS charges
Indirect costs paid by Other Funding	\$50,000



A public entity funded from Proposition 10 tobacco tax funds

Riverside County Department of Public Health

Agency Name:

Contract Number: 9084 CR-11

Program Name: Adolescent Family Life

First 5 Riverside Funds (FY 10-11): \$1,887,000

List Other Program Funds below:

Cal Learn Block Grant: \$875,000

\$2,762,000

First 5 Riverside Program Budget: July 1, 2010 - June 30, 2011

Personnel Title and Name of Employee	Annual Salary (FY 10-11)	ETE Funded by Program		Total FS Program Costs	(B) Total Other Program Funds	(C) Total Program (A+B+C)	Non-Program Personnel Exp.
		FSR	Other				
1 HCSW	\$54,069	60%	40%	\$32,441	\$21,628	\$54,069	\$0
2 HCSW	\$54,069	60%	40%	\$32,441	\$21,628	\$54,069	\$0
3 HCSW	\$54,069	60%	40%	\$32,441	\$21,628	\$54,069	\$0
4 HCSW	\$54,069	60%	40%	\$32,441	\$21,628	\$54,069	\$0
5 HCSW	\$54,069	60%	40%	\$32,441	\$21,628	\$54,069	\$0
6 HCSW	\$54,069	60%	40%	\$32,441	\$21,628	\$54,069	\$0
7 HCSW	\$54,069	60%	40%	\$32,441	\$21,628	\$54,069	\$0
8 HCSW	\$54,069	60%	40%	\$32,441	\$21,628	\$54,069	\$0
9 HCSW	\$54,069	60%	40%	\$32,441	\$21,628	\$54,069	\$0
10 HCSW	\$54,069	60%	40%	\$32,441	\$21,628	\$54,069	\$0
11 HCSW	\$54,069	60%	40%	\$32,441	\$21,628	\$54,069	\$0
12 HCSW	\$54,069	60%	40%	\$32,441	\$21,628	\$54,069	\$0
13 HCSW	\$54,069	60%	40%	\$32,441	\$21,628	\$54,069	\$0
14 HCSW	\$54,069	60%	40%	\$32,441	\$21,628	\$54,069	\$0
15 HCSW	\$54,069	60%	40%	\$32,441	\$21,628	\$54,069	\$0
16 HCSW	\$54,069	60%	40%	\$32,441	\$21,628	\$54,069	\$0
17 HCSW Supervisor	\$80,029	60%	40%	\$48,017	\$32,012	\$80,029	\$0
18 HCSW Supervisor	\$80,029	60%	40%	\$48,017	\$32,012	\$80,029	\$0
19 OAILL	\$37,710	60%	40%	\$22,626	\$15,084	\$37,710	\$0
20 OAILL	\$37,710	60%	40%	\$22,626	\$15,084	\$37,710	\$0
21 PH Program Director	\$92,290	60%	40%	\$55,374	\$36,916	\$92,290	\$0
22 HCSW	\$54,069	60%	40%	\$32,441	\$21,628	\$54,069	\$0
23 Fiscal Support-Accountant	\$52,000	10%	10%	\$5,200	\$0	\$52,000	\$0
24 Fiscal Support-Accounting Technician	\$56,236	10%	10%	\$5,624	\$0	\$56,236	\$0
Subtotal Personnel:				\$748,173	\$509,589	\$1,257,762	\$9

Employee Benefits	Total Annual Benefits (FY 10-11)		FTE Funded by Program		(A) Total F5 Program Costs	(B) Total Other Program Funds	(C) Total Program (A+B+C)	Non Program Personnel Exp.
	F5R	Other	F5R	Other				
1 HCSW	\$25,953	40%	80%	40%	\$15,572	\$10,381	\$25,953	\$0
2 HCSW	\$25,953	40%	80%	40%	\$15,572	\$10,381	\$25,953	\$0
3 HCSW	\$25,953	40%	80%	40%	\$15,572	\$10,381	\$25,953	\$0
4 HCSW	\$25,953	40%	80%	40%	\$15,572	\$10,381	\$25,953	\$0
5 HCSW	\$25,953	40%	80%	40%	\$15,572	\$10,381	\$25,953	\$0
6 HCSW	\$25,953	40%	80%	40%	\$15,572	\$10,381	\$25,953	\$0
7 HCSW	\$25,953	40%	80%	40%	\$15,572	\$10,381	\$25,953	\$0
8 HCSW	\$25,953	40%	80%	40%	\$15,572	\$10,381	\$25,953	\$0
9 HCSW	\$25,953	40%	80%	40%	\$15,572	\$10,381	\$25,953	\$0
10 HCSW	\$25,953	40%	80%	40%	\$15,572	\$10,381	\$25,953	\$0
11 HCSW	\$25,953	40%	80%	40%	\$15,572	\$10,381	\$25,953	\$0
12 HCSW	\$25,953	40%	80%	40%	\$15,572	\$10,381	\$25,953	\$0
13 HCSW	\$25,953	40%	80%	40%	\$15,572	\$10,381	\$25,953	\$0
14 HCSW	\$25,953	40%	80%	40%	\$15,572	\$10,381	\$25,953	\$0
15 HCSW	\$25,953	40%	80%	40%	\$15,572	\$10,381	\$25,953	\$0
16 HCSW	\$25,953	40%	80%	40%	\$15,572	\$10,381	\$25,953	\$0
17 HCSW Supervisor	\$36,013	40%	80%	40%	\$21,608	\$14,405	\$36,013	\$0
18 HCSW Supervisor	\$36,013	40%	80%	40%	\$21,608	\$14,405	\$36,013	\$0
19 OAJII	\$21,947	40%	80%	40%	\$13,168	\$8,779	\$21,947	\$0
20 OAJII	\$21,947	40%	80%	40%	\$13,168	\$8,779	\$21,947	\$0
21 PH Program Director	\$41,531	40%	80%	40%	\$24,918	\$16,612	\$41,531	\$0
22 HCSW	\$25,953	40%	80%	40%	\$15,572	\$10,381	\$25,953	\$0
23 Fiscal Support-Accountant	\$21,580	10%	10%	0%	\$2,158	\$19,422	\$21,580	\$19,422
24 Fiscal Support-Accounting Technician	\$26,867	10%	10%	0%	\$2,687	\$24,180	\$26,867	\$24,180
Subtotal Benefits:					\$350,826	\$244,652	\$603,477	

Operational Expenses (FY 10-11)

1 Office Supplies/equipment (< \$1000)	\$17,000	\$2,000	\$19,000
2 Postage & Printing	\$7,000	\$600	\$7,600
5 Program Materials and Incentives	\$5,000	\$1,000	\$6,000
6 Program Nutrition/Food	\$4,076		\$4,076
8 Insurance	\$7,221	\$2,000	\$9,221
9 Maintenance and Repairs	\$7,500	\$1,000	\$8,500
12 Travel (airfare, mileage, meals, hotel)	\$39,750	\$15,000	\$54,750
13 Training / Conferences	\$2,000		\$2,000
14 Rent/Lease	\$42,000	\$8,000	\$50,000
15 Utilities	\$5,000	\$2,000	\$7,000
19 (1) Other - Communications	\$30,000	\$7,000	\$37,000
20 (2) Other Janitorial	\$40,000	\$2,000	\$42,000
21 (3) Other data processing	\$9,000	\$2,000	\$11,000
22 (4) Other Admin Support Direct	\$120,000	\$6,000	\$126,000
23 (5) Other Personnel Services	\$12,000	\$2,259	\$14,259
Subtotal Material and Supplies:	\$347,547	\$50,759	\$398,306

Subcontractors	\$0	\$0	\$0
Subtotal Subcontractors:	\$0	\$0	\$0

Capital Expenditures	\$0	\$0	\$0
Subtotal Equipment:	\$0	\$0	\$0

NOTE: FSR Indirect Expense Limit Not to Exceed 10% of Allowed Expenses	FSR	Other	
1 Indirect Percentage Paid by FSR	10%	\$145,455	\$145,455
2 Indirect Paid By Other Funds	8%	\$70,000	\$70,000

Subtotal Indirect:	\$145,455	\$70,000	\$215,455
Total Budget	\$1,600,000	\$875,000	\$2,475,000

BUDGET NARRATIVE/JUSTIFICATION FOR USE OF FUNDS

Agency Name: Riverside County Department of Public Health
Contract Number: 3004 CR-11
Program Name: Adolescent Family Life

First 5 Riverside Program Budget: July 1, 2010 - June 30, 2011

(Use the space below to provide a brief narrative statement to justify EACH line item within your program budget.)
Personnel and Benefits (These Cells Auto-Populate from the Combined Personnel and Benefits & Amounts from Draft Budget Tab)

HCSW	\$48,013	Case management of assigned pregnant or parenting clients, to include evaluation, education, services and referrals for client and child.
HCSW	\$48,013	Case management of assigned pregnant or parenting clients, to include evaluation, education, services and referrals for client and child.
HCSW	\$48,013	Case management of assigned pregnant or parenting clients, to include evaluation, education, services and referrals for client and child.
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Case management of assigned pregnant or parenting clients, to include evaluation, education, services and referrals for client and child. Supervise, assist and direct other HCSW. Coordination of other program activities to include Support
Provide clerical support. Manage public calls and requests through toll free phone line, screen and refer clients to HCSW. Register clients, enter client data into registry system, and prepare data progress reports. Other duties as
Provide clerical support. Manage public calls and requests through toll free phone line, screen and refer clients to HCSW. Register clients, enter client data into registry system, and prepare data progress reports. Other duties as
Plan and manage program activities, to include budget oversight and program compliance. Collaborate with community partners for outreach and program enhancement. Supervise, develop and direct team members.
Case management of assigned pregnant or parenting clients, to include evaluation, education, services and referrals for client and child.
Manage and prepare program budget.
Receive and prepare all salary and expense invoicing reports. Assist in preparing monthly budget reports.

Operational Expenses	
Office Supplies/equipment (<\$1000)	\$17,000 General office supplies to support 12 work sites throughout Riverside County. Office supplies include computer and fax machine supplies.
Postage & Printing	\$7,000 Printing of forms, brochures for client activities and correspondence, to include mailings.
Program Materials and Incentives	\$5,000 Purchase materials and incentives for client/children, to include children's story books, sippy cups, pens and pencils.
Program Nutrition/Food	\$4,076 Purchase healthy food for parents and children who participate in the Support Group and Child Development assessment sessions. Also, for hosting community planning events for the program.
Insurance	\$7,221 Covers some of the required insurance for the program at all sites.
Maintenance and Repairs	\$7,500 Covers some maintenance and repair cost for all work sites
Travel (airfare, mileage, meals, hotel)	\$39,750 Will be used for private and county car mileage when conducting home visits, school visits and meetings r/t program needs.
Training / Conferences	\$2,000 Will be used for staff training/conference. HCSW are required to receive training and updates in order to keep up with changes. We will identify area of need at a later date.
Rent/Lease	\$42,000 To cover some of the rent/lease cost for office space for HCSW in 12 locations throughout the county.
Utilities	\$5,000 Cover some of the utility cost at multiple locations.
(1) Other - Communications	\$30,000 Cost for cell phones, Blackberries, office phones, long distance calls.
(2) Other Janitorial	\$40,000 Covers some of the janitorial cost for office space at all 12 sites.
(3) Other data processing	\$9,000 Cost for data processing programs and services. IT maintenance and support.
(4) Other Admin Support	\$120,000 Procurement services, IT services, Facilities services, Epi., Courier.
(5) Other Personnel Services	\$12,000 HR allocated charges.
Subcontractors	
Capital Expenses	
Indirect	
Indirect costs paid by FFR	\$746,465 Indirect charges include Auditor-Controller charges, Executive Office charges, County Purchasing charges, Workman's Comp insurance, Malpractice insurance, OASIS Financials, OASIS HRMS charges
Indirect costs paid by Other Funding	\$70,000



**ATTACHMENT C:
COMPREHENSIVE TOBACCO CONTROL POLICY**

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

1. Shall not use tobacco products while using the CONTRACTOR's property e.g., vehicle, equipment;
2. Shall not sell, offer or provide tobacco products on CONTRACTOR '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 CONTRACTOR and its employees have no current business association or relationship with the tobacco industry, and further agrees to neither accept nor solicit financial contributions, sponsorships, gifts, or services from any tobacco company, executive, or tobacco-related function; and
5. Shall make a reasonable effort to divest of all investments in companies that derive 15% or more of their 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 Executive Director, or designee, not to be in compliance with the conditions set forth herein.

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

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

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