

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

634



FROM: County of Riverside Department of Public Health

SUBMITTAL DATE:
November 5, 2012

SUBJECT: Ratify the First 5 Riverside Agreement 13102 BF between Riverside County Children and Families Commission and the County of Riverside Department of Public Health; and Amend Ordinance No. 440 pursuant to Resolution No. 440-8915.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the First 5 Agreement 13102 BF between Riverside County Children and Families Commission and County of Riverside Department of Public Health, Loving Support Breastfeeding program for the period of July 1, 2012 through June 30, 2016, in the amount of \$ 1,920,000; and
- 2) Approve and direct the Auditor Controller to adjust budget as specified in Schedule A; and

MOTIONS: (Continued on Page 2)

Attachment Susan D. Harrington
FISCAL PROCEDURES APPROVED
 GH:nw/ys BY Samuel Wong 11/14/12 Susan D. Harrington, Director
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 SAMUEL WONG Department of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 474,241	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	YES
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

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
 BY: Debra Cournoyer
 County Executive Office Signature
 Debra Cournoyer

Blank area for additional comments or signatures.

Prev. Agn. Ref.: 07/18/2011, Item 3.15	District: ALL/ALL	Agenda Number:
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FOR THE APPROVED COUNTY COUNSEL BY Neal P. ... DATE 11/13/12
 Departmental Concurrence
 Purchasing: Mark Seiler, Assistant Director
 Policy Policy
 Consent Consent
 Approved by Barbara A. Olivier, Asst. County Executive Officer, Human Resources Director
 Dept's Recomm.: Barbara A. Olivier
 Per Exec. Ofc.

SUBJECT: Ratify the First 5 Riverside Agreement 13102 BF between Riverside County Children and Families Commission and the County of Riverside Department of Public Health.

MOTIONS: (Continued)

- 3) Amend Ordinance 440 pursuant to Resolution 440- 8915 as submitted herewith; and
- 4) Authorize the Purchasing Agent to sign subsequent amendments not to exceed authorized amount, including amendments until June 30, 2016; and
- 5) Authorize the Chairperson to sign four (4) originals of said Agreement on behalf of the County.

BACKGROUND:

The Riverside County Children and Families Commission have awarded the County of Riverside Department of Public Health funding in the amount of \$1,920,000 over four years for the Loving Support Breastfeeding Program (LSBP).

The Loving Support Breastfeeding Program (LSBP) offers breastfeeding education, assistance and support to all new families and provides information and resources to medical providers and hospitals that are proven effective in increasing breastfeeding initiation and duration among women. The program includes operation of a 24-hour/7-day per-week Breastfeeding Helpline, individualized instruction for mothers and provider education and trainings.

PERSONNEL: The Department of Public Health is requesting the following positions to be added with these funds:

Classification	Job Code	No. of Positions	Sal Plan/ Grade	Salary Range
Nurse Manager	73923	1	MCO 556	\$74,653 - \$108,124
Research Analyst	77462	1	SEU 395	\$43,078 - \$61,024
Administrative Services Analyst II	74106	1	SEU 416	\$44,468 - \$62,998

FINANCIAL INFORMATION: The Riverside County Children and Families Commission awarded the County of Riverside Department of Public Health funding in the amount of \$1,920,000. The program year is based on the county fiscal year and funding for FY12/13 is \$474,241.

SCHEDULE A
Department of Public Health
Budget Adjustment
Fiscal Year 2012/2013

INCREASE IN APPROPRIATIONS:

10000-4200100000-510040	Regular Salaries	265,817
10000-4200100000-518100	Budgeted Benefits	119,617
10000-4200100000-520230	Cell Phone Communications	4,800
10000-4200100000-520705	Food	150
10000-4200100000-520945	Insurance-Property	500
10000-4200100000-521380	Maint-Copier Machines	500
10000-4200100000-522860	Medical-Dental Supplies	750
10000-4200100000-523700	Office Supplies	2,044
10000-4200100000-523760	Postage-Mailing	2,000
10000-4200100000-523800	Printing/Binding	3,000
10000-4200100000-526420	Advertising	600
10000-4200100000-525440	Professional Services	1,000
10000-4200100000-524500	Adm. Support Direct	43,113
10000-4200100000-526700	Rent-Lease Bldgs	21,600
10000-4200100000-527780	Special Program Expense	2,250
10000-4200100000-527840	Training-Education/Tuition	1,200
10000-4200100000-528140	Conference/Registration Fees	800
10000-4200100000-528900	Air Transportation	400
10000-4200100000-528960	Lodging	400
10000-4200100000-528980	Meals	200
10000-4200100000-528920	Car Pool Expense	2,000
10000-4200100000-529040	Private Mileage Reimbursement	1,000
10000-4200100000-529540	Utilities	500

TOTAL INCREASE IN APPROPRIATION: \$474,241

INCREASE IN ESTIMATED REVENUE:

10000-4200100000-754000	CA-Tobacco Tax Prop.10	\$474,241
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1 RESOLUTION NO. 440-8915

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3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on _____, 2012, that pursuant to Section 4(a)(ii) of Ordinance
5 No. 440, the Director of Public Health is authorized to make the following listed change(s), operative on
6 the date of approval, as follows:

7

<u>Job Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
8 74106	+ 1	4200100000	Administrative Services Analyst II
9 73923	+ 1	4200100000	Nurse Manager
10 77462	+ 1	4200100000	Research Analyst

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

RCCFC AWARD: 13102 BF
 CONTRACTOR: Riverside County Department of Public Health
 CONTRACT TERM: 07/01/12 – 06/30/16
 MAXIMUM REIMBURSABLE AMOUNT: \$1,920,000.00

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed the amount listed above.

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") is **\$1,920,000.00** 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, C and D attached hereto as incorporated herein by reference, subject to the following terms and conditions:

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

Authorized Signature for Commission:	Authorized Signature for CONTRACTOR:
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:

FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS 10/13/12
 DATE

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

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Terms and Conditions

1. NOTICES

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

COMMISSION:

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

CONTRACTOR:

Riverside County Department of
Public Health
Attn: Susan Harrington, M.S., R.D.
P.O. Box 7600
Riverside, CA 92503

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

2. SOURCE AND SCOPE OF CONTRACT

- A. This Contract award is valid and enforceable only if sufficient funds are available to the Commission from Proposition 10 tax dollars for the total term of the Contract. It is mutually agreed that if the State does not appropriate sufficient Proposition 10 funds, this Contract shall be amended to reflect any reduction in funds.
- B. 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.

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.

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

Executive Director: The designated lead director of the Commission or his or her designee.

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

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).

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

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

4. TERM

The term of this Contract shall be from 07/01/12 through 06/30/16 unless sooner terminated by the provisions herein by either party. Funds shall not be automatically renewed by the Commission upon or after the term of the Contract except by formal amendment approved by the Commission.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

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

6. TERMINATION

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

1. Termination for cause:

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

b. Due to Health and Safety Concerns of Clients. The Commission may immediately terminate this Contract, at the sole discretion of the Commission when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. 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. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given 30 days to cure the deficiency. If compliance is not met within the 30 days, the Commission may move forward with termination of the 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 Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

8. DATA MANAGEMENT

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the Commission. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports, utilization of the Commission developed reporting systems and Administrative Review formats and required training to familiarize and implement the results-based accountability framework.

The Commission continues to refine its evaluative processes that will assist the Commission, its CONTRACTORS and the community to successfully increase and measure the impact of the 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.

9. SCOPE OF WORK (SOW)

A. CONTRACTOR 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 through March 31st of each Fiscal Year. Requests for these types of SOW adjustments must be submitted to the Commission office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized Commission personnel.

Upon approval, CONTRACTOR will receive either written or e-mail verification from the 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 significant changes in the Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31st of each Fiscal Year. SOW revisions shall be submitted to the Executive Director, or designee, via the Commission's 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.

- C. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the Commission Consent Form for any customer entered into the Data Management System. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the Commission to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by Commission action. Reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the 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. All funds will be distributed as detailed in the payment provision, as set forth in Attachment C hereto.

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. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to Commission staff and adjusted within the Data Management System before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the 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.**

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

shall be directed through the Commission's contract specialist assigned to the CONTRACTOR.

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

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due July 20th. All reimbursement cost not submitted by July 20th will be disallowed.

Commission staff will send notification verifying payment amount, payment reduction or payment withheld. Changes in the mailing address or remit to address must be submitted in writing on the CONTRACTOR letterhead and signed by an authorized representative.

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 reporting 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 Commission's program specialist assigned to the CONTRACTOR.

Quarterly Program Reporting due dates for each Contract period:

- QUARTER 1 ending September 30: Report Due October 30
- QUARTER 2 ending December 31: Report Due January 30
- QUARTER 3 ending March 31: Report Due April 30
- QUARTER 4 ending June 30: Report Due July 30 (Final Cumulative Program Progress Report)

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day.

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. This provision is not terminated upon termination of this Contract.

13. RCCFC FISCAL REQUIREMENTS

A. Budget Adjustments

A budget adjustment is the transfer of funds from one approved line item to another approved line item. Individual transfers shall not exceed 10% of the approved destination category subtotal amount and in no case will cumulative transfers over the course of a fiscal year period exceed more than 10% of the total current fiscal year funding amount without written approval of the Executive Director, or designee. Written justification from the CONTRACTOR is required in the Program Progress Report submitted for the quarter in which the transfer is made and written notification of the transfer to the Commission's contract specialist from the CONTRACTOR is required during the month in which the transfer is made. Budget adjustments having a potential effect on the CONTRACTOR'S ability to comply with the SOW require prior approval from Executive Director, or designee. 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 30th of each 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 through March 31st of each Fiscal Year. Any unused funding from each fiscal year within the Contract Term may be considered for "roll over" into the next fiscal year for allowable and preapproved budget revisions, contingent on approval of Executive Director, or designee. The Executive Director, or designee, will respond to budget revisions within thirty (30) calendar days after receipt at the Commission office.

C. Amendments

Necessity for budget 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 budget amendments to the Contract shall require formal approval of the Executive Director acting on behalf of the Commission, as provided herein, before they are effective. Major budget amendments, as determined by the Executive Director, in consultation with Commission legal counsel, will require formal approval of the Commission. Contract budget amendments will be considered until March 31st of each Fiscal Year.

D. Cost Allocation

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

A Cost Allocation Plan (CAP) is defined as a written summarization that documents the methods and procedures that the CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair share, of the total costs. The CONTRACTOR

must have a method of identifying and distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

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

- a. Funded staff members share their time between a First 5 Commission funded program and one or more other grant funded programs.
- b. A single-funded staff member shares their time between two or more First 5 Commission funded programs.
- c. The same facilities and/or resources are utilized by more than one funded program.

E. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries, benefits and operating expenses. Capital expenses and subcontractor costs are **excluded**.
2. Indirect costs shall be based on the CONTRACTOR's official governing 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.
3. 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. RCCFC 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 program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

G. Payroll Taxes

The Commission shall not be directly responsible for the payment of any taxes on the CONTRACTOR's behalf. In the event that the Commission is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the Commission for the full value of such paid taxes plus interest and penalty, if any. 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; or, (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, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR's fiscal year for every year covered under this Contract. **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. CAPITALIZED EQUIPMENT

- A. Capitalized equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted.
- B. Equipment purchased with Proposition 10 funds must be capitalized if the equipment has a single unit cost of \$1,000 or more or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e. computer processing unit, keyboard, monitor) total \$5,000 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 be submitted within 45 days of purchase to the Commission's contract specialist assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be made available as requested during the Commission Administrative Review visits. It is understood that the CONTRACTOR is liable for any/all liability and damages resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR, and/or 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: (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 different 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 D 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 conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations or requirements.
- C. CONTRACTOR shall obtain and shall maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.
- D. CONTRACTOR shall notify the Commission Executive Director (or designee) in writing their intent to cease operations of the facility or program within thirty (30) days of the event.
- E. CONTRACTOR shall notify the Commission Executive Director (or designee) in writing within 72 hours of a change of key personnel funded under this Contract.
- F. CONTRACTOR shall notify the Commission Executive Director (or designee) in writing of any condition that could interfere with CONTRACTOR's ability to perform required services and/or meet the Contract requirements within thirty (30) days of the learning of such a condition.
- G. 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.
- H. CONTRACTOR shall immediately notify the Commission upon the filing of any action of bankruptcy.
- I. 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.

- J. 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. The CONTRACTOR shall also provide additional reports or information if required by the State or the local Commission and was not reasonably anticipated at the time the Contract was entered into.
- C. CONTRACTOR shall input all data required on a monthly basis by the 20th of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract. This requirement includes:
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;
- D. CONTRACTOR shall retain such reports, and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by recessions or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.
- E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).
- F. Where medical records, and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.
- G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR staff is aware of and abide by said policy.

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 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 the Commission by creating a press release to be distributed to local media outlets. The press release shall be sent to First 5 Riverside 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 First 5 Riverside, 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/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) days before public release is scheduled.
- E. The Commission's public information specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the Commission policies. Policies will be available on the Commission public website (www.rccfc.org) and/or the First 5 Riverside Data Management System.

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

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

26. WORK PRODUCT

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

27. NON-DISCRIMINATION

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 any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives 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.

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.

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.

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 upon submission of the fully executed Contract, but no later than when 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. Oral understandings or Contract not incorporated herein shall not be binding on any of the parties hereto. As provided herein, the Executive Director of the Commission, acting on behalf of the Commission, may alter or revise this Contract on behalf of the Commission. Material alterations and/or amendments, as determined by the Executive Director in consultation with Commission legal counsel, will require formal approval of the Commission. Except as provided herein, the parties expressly recognized that individual Commission members, advisory committee members, or staff to the Commission is without authorization to either change or waive any material requirements of this Contract without formal action of the Commission.

33. CONFLICT OF INTEREST

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

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 attachments in the Contract shall prevail over those in numbered sections.

Attachment A: Scope of Work

Riverside County Department of Public Health: Loving Support Breastfeeding Program

Contract: 13102 BF - RCDOHP

July 1, 2012 – June 30, 2013

Program Overview:

Riverside County, Department of Public Health, Loving Support Breastfeeding Program (LSBP) provides accessible and comprehensive breastfeeding education, support and assistance to families and services to improve the health, social-emotional and developmental status of children.

The LSBP is comprised of two components: (1) Services for Families; and (2) Services for Professionals Serving Families.

1. Services for Families:

The LSBP is designed to offer assistance to all new families. LSBP utilizes breastfeeding education and support strategies that are proven effective in increasing breastfeeding initiation and duration among women residing in Riverside County. The LSBP provides information, encouragement and assistance to new mothers to ensure they have the necessary resources to successfully breastfeed at birth through at least, their baby's first year.

The 24/7 Loving Support Breastfeeding Support Helpline, (with hours 8-5 pm Mon.-Friday with after hours and holiday assistance provided by on-call staff via pager system), managed by Lactation Counselors and delivered countywide, provides mothers the assistance and referrals they need; the Loving Support program also maintains a toll free phone resource and website which is regularly updated with current resources relevant to prenatal and breastfeeding women. LSBP will work collaboratively with San Geronio Memorial Hospital in relation to referral processes and service delivery to families most in need. Location of families and services will determine the most effective course of action ensuring a timely response is provided to breastfeeding mothers.

2. Services for Professionals Serving Families*

LSBP delivers and coordinates education and training to child care and health professionals who work with and provide services for women by building on the success of the Riverside Breastfeeding Friendly Physical program and collaborate with the WIC Regional Breastfeeding Liaison

Project which conducts breastfeeding education for providers. LSBP will partner with several different entities to work with local employers to provide education in complying with the California State Lactation Accommodation Laws (California Labor Code Section 1030-1033). LSBP continually fosters and strengthens strong collaborative partnerships throughout Riverside County in collaboration with the Inland Empire Breastfeeding Coalition and the Riverside County Breastfeeding Coalition to enhance further education and policy development and implementation.

Major Objectives	Major Functions, Tasks and Activities	Timeline	Performance Measures and/or Deliverables	Targets
<p>1. Program Staffing</p>	<ul style="list-style-type: none"> • 24 Hour Helpline • Website update 		<ul style="list-style-type: none"> • N/A 	<p>N/A</p>
<p>2.1 Direct Support for New Mothers: Provide 24 hour countywide phone (toll free) and online resources information for mother experiencing difficulties or in need of breast feeding support.</p>	<ul style="list-style-type: none"> • Provide phone support to breastfeeding mothers • Coordinate with San Gorgonio Memorial Hospital referrals of women in who contacted the Helpline and require home visitation services • Update Loving Support website • Will continue to foster working relationship with hospitals in Riverside County to streamline referral process for mothers who are exclusively breastfeeding. 	<ul style="list-style-type: none"> • July 1, 2012 – June 30, 2016 	<ul style="list-style-type: none"> • Helpline will provide breastfeeding support to 350 new mothers monthly; 4,200 annually and 16,800 by 2016. • Breastfeeding percentages will be reported monthly • Website will be fully developed and maintained. 	<ol style="list-style-type: none"> 1. By June 30, 2013, LSBP will assist 4,200 mothers via the Helpline with breastfeeding support. 2. By June 30, 2013, LSBP will document the number of website hits. 3. By June 30, 2013, LSBP will document the number of mothers discharged from hospitals who are exclusively breastfeeding at the time of referral. 4. By June 30, 2013, LSBP will document the number of eligible to breastfeed mothers, who were referred to the program, who are exclusively breastfeeding at their

Major Objectives	Major Functions, Tasks and Activities	Timeline	Performance Measures and/or Deliverables	Targets
<p>2.2 Home Based Lactation Support Services: Lactation support services delivered via home visitation for mothers with the greatest need of in-home support to ensure that lactation problems are identified early and that mothers are referred for appropriate help and services</p>	<ul style="list-style-type: none"> Develop referral form for Lactation Home Visit and coordinate with San Gorgonio Memorial Hospital regarding appropriate protocol Share form with appropriate staff Partner closely with Public Health Nurses throughout Riverside County to ensure coordination and maximize San Gorgonio Memorial Hospital home visitation resources to those mothers with "greatest need". 	<ul style="list-style-type: none"> By October 1, 2012 July 1, 2012 – June 30, 2016 FY 2012-2013 	<ul style="list-style-type: none"> Form developed for Lactation Home Visit Referral protocol developed and referrals are streamlined 	<p>5. 6-week follow-up. By June 30, 2013, LSBP will document the number of eligible to breastfeed mothers, who were referred to the program, who are exclusively breastfeeding at their 6 month follow-up.</p> <p>6. By June 30, 2013, LSBP will document the number of referrals made to San Gorgonio Memorial Hospital Home Visitation program.</p>
<p>3.1 Community Outreach and Support: Facilitate and promote consistent messaging (norming) for</p>	<ul style="list-style-type: none"> Reconfigure website to include all components of messaging plan Design/redesign materials, as needed 	<ul style="list-style-type: none"> July-December 2012 October 2012 – March 2013 	<ul style="list-style-type: none"> Loving support will track interaction with partners in messaging strategy 	<p>7. LSBP will document the number of stakeholders (health and human service providers with whom they partnered)</p>

Major Objectives	Major Functions, Tasks and Activities	Timeline	Performance Measures and/or Deliverables	Targets
<p>expectant and new mothers to attain the "gold standard of infant feeding"; breastfeeding exclusively at hospital discharge; to promote the recommendation for exclusive breastfeeding for the first year and beyond with the introduction of complementary foods around 6 months.</p>	<ul style="list-style-type: none"> Collaborate with hospitals, Child care Consortium, employers and medical care providers 	<ul style="list-style-type: none"> July 1, 2012–June 30, 2016 	<ul style="list-style-type: none"> Loving Support will track the number of agencies where technical support was provided 	<p>to ensure there is a consistent messaging campaign across the spectrum of services to support and encourage women to breastfeed.</p>
<p>3.2 Technical Assistance: Provide technical assistance and support to organizations implementing policies and practices to promote long-term systemic changes in support of breastfeeding</p>	<ul style="list-style-type: none"> Post educating employers, child care consortium, and medical care providers, Loving Support will be available to provide technical assistance to organizations who wish to comply with the Lactation Accommodation Law or becoming Breastfeeding Friendly facilities Partner with NAP SACC to provide support to client base Collaborate with San Geronio Memorial 	<ul style="list-style-type: none"> July 1, 2012 – June 30, 2016 	<ul style="list-style-type: none"> Loving Support will track the number of agencies where technical support was provided 	<p>8. By June 30, 2013, LSBP will document the number of trainings for the WIC Regional Breastfeeding Liaison (RBL) Nutritionists.</p> <p>9. By June 30, 2013, LSBP will provide education and technical assistance to 5 employers or worksites to become compliant with the Lactation Accommodation Law.</p>

Major Objectives	Major Functions, Tasks and Activities	Timeline	Performance Measures and/or Deliverables	Targets
<p>3.3 Outreach to Employers: Provide outreach to employers educating them and urging them to support the Lactation Accommodation Law that protects women's rights to breastfeed in public</p>	<p>Hospital Breastfeeding program on service areas.</p> <ul style="list-style-type: none"> Utilize current and design new outreach materials to employers Engage designated employer groups/employers annually 	<p>July – December 2012</p>	<ul style="list-style-type: none"> Loving Support will track the number of employers who begin complying with the Lactation Accommodation Law. LSBP will document number of trainings/webinars. 	<p>10. By June 30, 2013 LSBP will document the number of training sessions provided to employers in relation to laws pertaining to breastfeeding in public.</p> <p>11. By June 30, 2013, LSBP will document the number of employers complying with the Lactation Accommodation Law (California Labor Code section 1030-1033).</p>
<p>3.4 Partnerships: Foster collaborative partnerships between existing organizations and engage other key stakeholders to coordinate efforts countywide</p>	<ul style="list-style-type: none"> Partner with Inland Empire Breastfeeding Coalition (IEBC) to initiate policy changes for local business and medical care providers. Invite new stakeholders into Coalition, provide annual trainings regarding Lactation Accommodation and Breastfeeding Friendly Physician 	<p>July 1, 2012 – June 30, 2016</p>	<ul style="list-style-type: none"> Provide 2 educational sessions per month, 1 annual breastfeeding summit training, and 4 Webinars in conjunction with IEBC. Topics to include Lactation Accommodation, Breastfeeding Friendly Physicians and Breastfeeding Child Care Providers. Attendees will document changes planned to comply with 	<p>12. LSBP will document the number of training sessions provided to key stakeholders.</p>

Major Objectives	Major Functions, Tasks and Activities	Timeline	Performance Measures and/or Deliverables	Targets
<p>3.5 Coordinate Provider Training: Deliver and coordinate education and training to child care and health professionals who work with and provide services for women of childbearing age</p>	<ul style="list-style-type: none"> • Provide an annual training in the desert and Riverside regions of the county for medical care providers regarding breastfeeding. • Collaborate with the WIC Regional Breastfeeding Liaison (RBL) Nutritionists, RBL program to conduct quarterly visits • Child care training will be conducted at Child Care Consortium meetings and through collaboration with the NAP SACC grantee 	<ul style="list-style-type: none"> • Spring 2013-2016 	<ul style="list-style-type: none"> • Will document trainings and provide results from evaluations. Will determine if new medical care providers have become "Breastfeeding Friendly". • Will document number of child care centers that have become "Breastfeeding Friendly" 	<p>13. By June 30, 2013, LSBP will document the number of child care providers who received training in the benefits of and practices related to breastfeeding.</p> <p>14. By June 30, 2013, LSBP will document the number of child care centers who have qualified as "breastfeeding friendly" as a result of the training provided.</p> <p>15. By June 30, 2013, LSBP will document the number of new medical care providers who received training in the benefits of and practices related to breastfeeding.</p> <p>16. By June 30, 2013, LSBP will document the number of new providers who qualified as "breastfeeding friendly" as a result of the training provided.</p> <p>17.</p>

Major Objectives	Major Functions, Tasks and Activities	Timeline	Performance Measures and/or Deliverables	Targets
<p>4.1 Long-Term Sustainability</p>	<ul style="list-style-type: none"> Work to implement policies that will support breastfeeding women: lactation accommodation, "Breastfeeding Friendly Child Care Provider" and "Breastfeeding Friendly Physician" Research feasibility of billing for lactation services 	<ul style="list-style-type: none"> July 1, 2012 – June 30, 2016 	<ul style="list-style-type: none"> Loving Support will report on agencies/businesses/child care providers/physicians who have made policy changes to support breastfeeding mothers Ability to bill for lactation services 	N/A
<p>5.1 Public Awareness/ Policy Change</p>	<ul style="list-style-type: none"> Will work with child care providers, employers and physicians to become "Breastfeeding Friendly" and comply with the Lactation Accommodation Law 	<ul style="list-style-type: none"> July 1, 2012 – June 30, 2016 	<ul style="list-style-type: none"> Loving Support will report on agencies/businesses/child care providers/physicians who have made policy changes to support breastfeeding mothers 	N/A

Riverside County Department of Public Health: Loving Support Breastfeeding Program will be provided in the areas indicated below (LS) and services provided will be reported by zip code.

ZONE 1 Western County		
City	Zip Code	
LS Colton	92324	
LS Corona	92879	
LS Corona	92880	
LS Corona	92881	
LS Corona	92882	
LS Esinore	92530	
LS Esinore	92531	
LS Esinore	92532	
LS Homeland	92548	
LS March AFB	92518	
LS Mira Loma	91752	
LS Moreno Valley	92551	
LS Moreno Valley	92552	
LS Moreno Valley	92553	
LS Moreno Valley	92554	
LS Moreno Valley	92555	
LS Moreno Valley	92556	
LS Moreno Valley	92557	
LS Norco	92860	
LS Nuevo/Lakeview	92567	
LS Perris*	92570	
LS Perris	92571	
LS Perris	92572	
LS Riverside	92501	
LS Riverside	92502	
LS Riverside	92503	
LS Riverside	92504	
LS Riverside	92505	
LS Riverside	92506	
LS Riverside	92507	
LS Riverside	92508	
LS Riverside	92509	
LS Romoland	92585	
LS Sun City	92586	
LS Sun City/ Canyon Laker/Quail Valley	92587	
LS Wildomar	92595	

ZONE 2 Mid & Southwest County		
City	Zip Code	
SG Aguanga	92536	
SG Anza	92539	
SG Banning	92220	
SG Beaumont/ Cherry Valley	92223	
SG Cabazon	92230	
SG Callimesa	92320	
SG Hemet	92543	
SG Hemet	92545	
SG Hemet/Valle Vista	92544	
SG Idyllwild	92549	
SG Menifee/Sun City	92584	
SG Mountain Center	92561	
SG Murrieta	92562	
SG Murrieta	92563	
SG San Jacinto	92581	
SG San Jacinto	92582	
SG San Jacinto/ Gilman Springs	92583	
SG Temecula	92590	
SG Temecula	92591	
SG Temecula	92592	
SG Temecula	92593	
SG Winchester	92596	

ZONE 3 Desert & Eastern County		
City	Zip Code	
LS Blythe	92225	
SG Cathedral City	92234	
SG Cathedral City	92235	
LS Coachella	92236	
LS Desert Center/ Eagle Mountain	92239	
SG Desert Hot Springs	92240	
LS Indian Wells	92210	
LS Indio	92201	
LS Indio	92202	
LS Indio	92203	
LS Indio Hills/DHS/ Sky Valley	92241	
LS La Quinta	92253	
LS Mecca/ North Shore	92254	
SG Midland	92255	
SG Palm Desert	92211	
SG Palm Desert	92260	
SG Palm Desert	92261	
SG Palm Springs	92258	
SG Palm Springs	92262	
SG Palm Springs	92263	
SG Palm Springs	92264	
SG Rancho Mirage	92270	
LS Ripley	92272	
LS Thermal/Oasis/ Salton Sea	92274	
SG Thousand Palms	92276	
SG Whitewater	92282	

RCDOHP: Breastfeeding Support Services 13102 BF SOW FINAL



Riverside County Children & Families Commission

Agency Name: Riverside County DOPH (Nutrition Services & Health Promotion Branch)
 Contract Number: 13102 BF
 Program Name: Breastfeeding Support Services

F5R Funds (Base Amount) FY 2012-2013:

List Other Funding Source(s) below:

Women, Infants and Children (WIC) Supplemental Nutrition Program:

Other Funding Source Subtotal:

Total Funding from All Sources:

List Other Program Fund(s) below:

Other Funding Source Subtotal:

Total Funding from All Sources:

First 5 Riverside Program Budget: July 1, 2012 - June 30, 2013

PERSONNEL

Personnel Title	Total Annual Salary for Position at Full Time Equivalent	Percentage of FTE Funded by Program		(A) Total F5 Program Costs	(B) Total Other Program Funds	(C) Total Program (A+B=C)	Non Program Personnel Exp.	ck
		F5R	Other					
1 Supervising Nutritionist	\$65,740	98%	2%	\$64,425	\$1,315	\$65,740	\$0	\$0
2 Health Education Assistant II	\$40,602	100%	0%	\$40,602		\$40,602	\$0	\$0
3 Health Education Assistant II	\$43,800	100%	0%	\$43,800		\$43,800	\$0	\$0
4 Health Education Assistant II	\$43,794	50%	0%	\$21,897		\$21,897	\$21,897	\$0
5 Health Education Assistant II	\$51,096	60%	0%	\$30,658		\$30,658	\$20,438	\$0
6 Health Services Assistant	\$32,592	100%	0%	\$32,592		\$32,592	\$0	\$0
7 Health Services Assistant	\$32,592	0%	100%		\$32,592	\$32,592	\$0	\$0
8 Office Assistant III	\$33,977	75%	25%	\$25,483	\$8,494	\$33,977	\$0	\$0
9 Administrative Services Assistant	\$42,801	5%	0%	\$2,140		\$2,140	\$40,661	\$0
10 P.H. Program Director	\$78,662	2%	0%	\$1,573		\$1,573	\$77,089	\$0
11 Nutritionist	\$54,883	0%	100%		\$54,883	\$54,883	\$0	\$0
12 CHA Program Chief II	\$105,335	0%	2%		\$2,107	\$2,107	\$103,228	\$0
13 Administrative Services Officer	\$80,130	0%	2%		\$1,603	\$1,603	\$78,528	\$0
14 Accountant II	\$52,934	5%	0%	\$2,647		\$2,647	\$50,287	\$0
15 Health Services Assistant	\$32,592	0%	100%		\$32,592	\$32,592	\$0	\$0
SUBTOTAL PERSONNEL:				\$265,817	\$133,585	\$399,402	\$392,128	\$0



Agency Name: Riverside County DOPH (Nutrition Services & Health Promotion Branch)
 Contract Number: 13102 BF
 Program Name: Breastfeeding Support Services

BENEFITS

Employee Benefits	Total Annual Benefits	Percentage paid by funding source		(A) Total F5 Program Costs	(B) Total Other Program Funds	(C) Total Program (A+B=C)	Non Program Personnel Exp.	ck
		F5R	Other					
1 Supervising Nutritionist	\$29,583	98%	2%	\$28,991	\$592	\$29,583	\$0	\$0
2 Health Education Assistant II	\$18,271	100%	0%	\$18,271		\$18,271	\$0	\$0
3 Health Education Assistant II	\$19,710	100%	0%	\$19,710		\$19,710	\$0	\$0
4 Health Education Assistant II	\$19,707	50%	0%	\$9,854		\$9,854	\$9,854	\$0
5 Health Education Assistant II	\$22,993	60%	0%	\$13,796		\$13,796	\$9,197	\$0
6 Health Services Assistant	\$14,666	100%	0%	\$14,666		\$14,666	\$0	\$0
7 Health Services Assistant	\$14,666	0%	97%		\$14,292	\$14,292	\$374	\$0
8 Office Assistant III	\$15,290	75%	25%	\$11,467	\$3,822	\$15,290	\$0	\$0
9 Administrative Services Assistant	\$19,260	5%	0%	\$963		\$963	\$18,297	\$0
10 P.H. Program Director	\$35,398	2%	0%	\$708		\$708	\$34,690	\$0
11 Nutritionist	\$24,697	0%	100%		\$24,697	\$24,697	\$0	\$0
12 CHA Program Chief II	\$47,401	0%	2%		\$948	\$948	\$46,453	\$0
13 Administrative Services Officer	\$36,059	0%	2%		\$721	\$721	\$35,337	\$0
14 Accountant II	\$23,820	5%	0%	\$1,191		\$1,191	\$22,629	\$0
15 Health Services Assistant	\$14,666	0%	100%		\$14,666	\$14,666	\$0	\$0
SUBTOTAL BENEFITS:				\$119,617	\$59,739	\$179,356	\$176,832	\$0



Riverside County Children & Families Commission
A Division of the Riverside County Department of Social Services

Agency Name: Riverside County DOPH (Nutrition Services & Health Promotion Branch)

Contract Number:

13102 BF

Program Name :

Breastfeeding Support Services

OPERATIONAL EXPENDITURES (MATERIALS AND SUPPLIES)

1	Office Supplies/equipment \$1000 or less	\$2,044		\$2,044
2	Postage & Printing	\$5,000		\$5,000
3	Advertising / Outreach Marketing	\$600		\$600
5	Program Materials and Incentives	\$3,000		\$3,000
6	Program Nutrition/Food	\$150		\$150
8	Insurance	\$500		\$500
9	Maintenance and Repairs	\$500		\$500
12	Travel (airfare, mileage, meals, hotel)	\$4,000		\$4,000
13	Training / Conferences for Program Staff	\$2,000		\$2,000
14	Rent/Lease	\$21,600	\$10,000	\$31,600
15	Utilities	\$500	\$500	\$1,000
17	Professional Services	\$1,000		\$1,000
19	(1) Other - Cell Phones	\$4,800	\$1,000	\$5,800
SUBTOTAL MATERIALS AND SUPPLIES:		\$45,694	\$11,500	\$57,194

SUBCONTRACTORS

SUBTOTAL SUBCONTRACTORS:	\$0	\$0	\$0
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CAPITAL EXPENDITURES

SUBTOTAL CAPITAL EXPENDITURES:	\$0	\$0	\$0
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INDIRECT COSTS

1	Indirect Percentage Paid by FSR:	10.00%	\$43,113	\$43,113
2	Indirect Paid By Other Funds:		\$26,679	\$26,679
SUBTOTAL INDIRECT COSTS:			\$43,113	\$69,792

Total Budget:	\$474,241	\$231,503	\$705,744
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BUDGET NARRATIVE/JUSTIFICATION FOR USE OF FUNDS

Agency Name: Riverside County DOPH (Nutrition Services & Health Promotion Branch)
 Contract Number: 13102 BF
 Program Name: Breastfeeding Support Services

First 5 Riverside Program Budget: July 1, 2012 - June 30, 2013

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

PERSONNEL AND BENEFITS

(The Cells below auto-populate from the combined Personnel and Benefits dollar amounts from "Budget Tab")

Supervising Nutritionist	\$93,417	Responsible for overseeing program design, implementation, assessment and quality improvement. Collaboration with other First 5 programs.
Health Education Assistant II	\$58,873	Indio area - Responsible for On-Call after hours Helpline coverage. Helpline support as needed, follow-up calls to breastfeeding mothers; trainings for employers, child care providers, physicians. Attending collaborative meetings. Moreno Valley/Ferris area - Responsible for On-Call after hours Helpline coverage. Helpline support as needed, follow-up calls to breastfeeding mothers; trainings for employers, child care providers, physicians. Attending collaborative meetings.
Health Education Assistant II	\$63,510	South Riverside area - Responsible for On-Call after hours Helpline coverage, Helpline support as needed, follow-up calls to breastfeeding mothers; trainings for employers, child care providers, physicians. Attending collaborative meetings.
Health Education Assistant II	\$31,751	Helpline - Helpline coverage and provides Helpline counseling during after-hours (5:00 pm - 8:00 am and week-ends). Provides newborn baby anticipatory guidance, counseling and follow-up. Provides technical assistance.
Health Education Assistant II	\$44,454	Helpline - Provides daytime Helpline education and counseling, anticipatory guidance and follow-up.
Health Services Assistant	\$47,258	Helpline - Provides daytime Helpline education and counseling, anticipatory guidance and follow-up.
Health Services Assistant	\$0	Helpline - Provides daytime Helpline education and counseling, anticipatory guidance and follow-up.
Office Assistant III	\$36,950	Maintains Loving Support databases and provides additional clerical functions.
Administrative Services Assistant	\$3,103	Support program regarding purchase order tracking, expenditures, invoicing and budgets.
P.H. Program Director	\$2,281	Directs Lactation Services provided by Riverside County Department of Public Health. Promotes services provided to community partners and providers.
Nutritionist	\$0	Regional breastfeeding liaison provides breastfeeding education for employers and medical care providers.
CHA Program Chief II	\$0	Plans, organizes, directs and evaluates and coordinates the Nutrition Services/Health Promotion program. Promotes program with community partners, administration and state and local agencies.
Administrative Services Officer	\$0	Provides administrative support for budgets, contracts and invoicing. Acts as a liaison between program staff and support services.
Accountant II	\$3,838	Prepares invoices, monitors budget, performs line transfers and reports Fiscal information in GEMS.

BUDGET NARRATIVE/JUSTIFICATION FOR USE OF FUNDS

Agency Name: Riverside County DOPH (Nutrition Services & Health Promotion Branch)

Contract Number: 13102 BF

Program Name: Breastfeeding Support Services

SUBTOTAL PERSONNEL/BENEFITS: \$385,434

OPERATIONAL EXPENDITURES (MATERIALS AND SUPPLIES)

Office Supplies/equipment \$1000 or less	\$2,044	Supplies for staffing and services at \$160-\$180/month for 12 months (including: toner, paper, pens, computer supplies, etc..)
Postage & Printing	\$5,000	Postage @ \$85/mo. for 12 months = \$1020; mailings to employers, childcare providers, physicians and mothers. Printing @ \$300-\$400/month \$3890 annual (breastfeeding friendly information/handbooks for healthcare/medical providers, childcare and employers).
Advertising / Outreach Marketing	\$600	Annual program ad in the Inland Empire Resource directory and program information for the website at \$600
Program Materials and Incentives	\$3,000	Outreach incentives such as pens, notepads and displays. Reference materials for physicians; training materials.
Program Nutrition/Food	\$150	Healthy snack/water for meetings and/or trainings \$150 annual
Insurance	\$500	Property and Liability insurance at \$500 annually
Maintenance and Repairs	\$500	Maintenance and Repair - Sherman building equipment, security, etc... \$500 annual
Travel (airfare, mileage, meals, hotel)	\$4,000	Meals, and lodging for conferences listed below @ \$400 annual. \$3600 annual mileage/carpool expense (Mileage reimbursement) @ \$0.555/mile. Approximately 100 miles/month(FTE). Includes cost for travel to conferences, hospital visits, lactation clinics, meetings, etc...
Training / Conferences for Program Staff	\$2,000	2 staff to attend LA BF Task Force conference @ \$250 each; 1 staff to attend La Leche League Conference @ \$500; 5 staff to attend Breastfeeding Conference @ \$200 each.
Rent/Lease	\$21,600	\$1800 per month for 12 months for lease space for staffing, lactation assistance rooms, storage and common space.
Utilities	\$500	Annual utilities @ \$500
Professional Services	\$1,000	Web design and professional maintenance
(1) Other - Cell Phones	\$4,800	Communication: \$400/month for 12 months = \$4800 annually (24 Hour Help Line/pagers/cells/office lines)
SUBTOTAL OPERATIONAL:	\$45,694	

BUDGET NARRATIVE/JUSTIFICATION FOR USE OF FUNDS

Agency Name: Riverside County DOPH (Nutrition Services & Health Promotion Branch)

Contract Number: 13102 BF

Program Name : Breastfeeding Support Services

SUBCONTRACTORS

SUBTOTAL SUBCONTRACTORS: \$0

CAPITAL EXPENDITURES

SUBTOTAL CAPITAL EXPENDITURES: \$0

INDIRECT COSTS PAID BY FSR

INDIRECT COSTS PAID BY FSR:	\$43,113	Indirect costs are those costs of general management that are agency-wide. General management costs consist of expenditures for administrative activities necessary for the general operation of the agency (e.g. accounting, budgeting, payroll preparation, personnel management, purchasing, centralized data processing.) The standardized method for distributing these indirect costs to programs is referred to as the indirect cost rate.
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TOTAL FIRST 5 FUNDING: \$474,241

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum reimbursable amount over the life of this Contract is **\$1,920,000.00** as awarded by the Riverside County Children and Families Commission (RCCFC), also known as First 5 Riverside, provided pursuant to Proposition 10.

CONTRACT TERM: **07/01/12 through 06/30/16**

1. Method, Time and Schedule Conditions of Payment

- a. Initial advance payment will be one-quarter (1/4) of the current funding period total amount (as referenced in Attachment B) and shall be disbursed at the commencement of the Contract so long as all of the following conditions have been met:

1. The Contract has been approved by the Commission;
2. The Contract has been fully executed by all parties;
3. All applicable licenses in order to comply with the terms of the Scope of Work (Attachment A) are current and valid; and,
4. Commission staff has reviewed and approved Cost Allocation Plan (if applicable).

- b. Subsequent disbursements will be reconciled and paid based on actual program expenditures and a projection of those expenses through the next quarter ending date, minus funds already paid year-to-date. However, in no instance shall the quarterly payment exceed one-quarter (1/4) of the funding period total.

Under special circumstances, CONTRACTOR may request advance disbursements. A supplemental disbursement request along with justification must be submitted, in writing, to the Executive Director or designee. If approved, total funding disbursed shall not exceed 90% of total budget amount for the fiscal year. If funding beyond the fiscal year is requested, approval may only be granted by the Executive Director or Commission, as necessary. The Executive Director, or designee, reserves the right to withhold or reduce disbursement of funds if CONTRACTOR fails to 1) comply with quarterly reports by the indicated due date as set forth in Section 11 of the Contract, 2) if results achieved are not as projected and no Commission approved plan is in place for improvement, or 3) if the CONTRACTOR is not in compliance with any provision contained within this Contract.

- c. The 4th quarter payment shall not result in more than 90% of the total current funding period amount paid. The final 10% of the funding period amount approved for the Fiscal Year will be paid based on final expenditures as of June 30th and reported as of July 31st, which is the final deadline to submit program expenditures. Expenditures made after June 30th will not be accepted.

**ATTACHMENT D:
COMPREHENSIVE TOBACCO CONTROL POLICY**

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

1. Shall not use tobacco products while using the CONTRACTOR's property e.g., vehicle, equipment;
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.