

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

402



**FROM:** Community Health Agency/Department of Public Health

**SUBMITTAL DATE:**  
June 27, 2011

**SUBJECT:** Ratify Agreement 1032 OP-12 between Riverside County Children and Families Commission (RCCFC) and the Community Health Agency, Department of Public Health Injury Prevention Services.

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Ratify the Agreement with Riverside County Children and Families Commission (First 5 Riverside) and the County of Riverside Community Health Agency, Department of Public Health Injury Prevention Services for the performance period of July 1, 2011 through June 30, 2012 in the amount of \$175,000; and
- 2) Authorize the Purchasing Agent to sign subsequent amendments not to exceed the authorized amount; and
- 3) Authorize the Chairperson of the Board to sign Four (4) originals of said Agreement, Contract 1032 OP-12 on behalf of the County.

**BACKGROUND:** (Continued on Page 2)

*Susan D. Harrington*  
Susan Harrington, Director of Public Health

JAS/cg

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost: 11/12	\$175,000	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12
<b>SOURCE OF FUNDS:</b> 100% funded by Riverside County Children and Families Commission (First 5 Riverside).				Positions To Be Deleted Per A-30 <input checked="" type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

**APPROVE**

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: July 26, 2011  
xc: CHA-Public Health, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

**Prev. Agn. Ref.: 7/22/10 Item 3.13**

**District: All** **Agenda Number**

**3.19**

**ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD**

FORM APPROVED COUNTY COUNSEL  
BY: *NEAL R. KIPNIS*  
DATE: \_\_\_\_\_  
Department of Public Health

Purchasing: *Mark Sailer*  
Mark Sailer, Assistant Director

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

**SUBJECT:** Ratify Agreement 1032 OP-12 between Riverside County Children and Families Commission (RCCFC) and the Community Health Agency, Department of Public Health Injury Prevention Services.

**BACKGROUND:** Riverside County, Department of Public Health has received funding from First 5 Riverside for projects that support their mission of providing services for all children 0-5 years, and their families to improve early childhood development. A twelve (12) month funding cycle has been approved with a funding allocation of \$175,000. Injury Prevention Services will implement a countywide Child Safety Education Program (CSEP) focused on children with special needs. The program's goal will be provide child passenger safety education to parents and caregivers of children with special needs to prevent injuries and fatalities in the County of Riverside.

**FINANCIAL DATA:** The entire amount awarded based on the Comprehensive agreement is \$175,000.

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

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

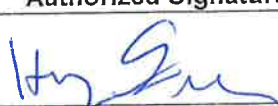

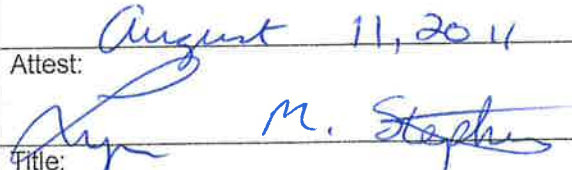

RCCFC AWARD: 1032 OP-12  
CONTRACTOR: Riverside County Department of Public Health  
Injury Prevention Program  
CONTRACT TERM: INITIAL FUNDING PERIOD: 07/01/11 – 06/30/12  
MAXIMUM REIMBURSABLE AMOUNT: \$175,000.00

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

Initial Funding Period: 07/01/11 – 06/30/12 \$175,000.00


**Compensation:** The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") is \$175,000.00 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: <b>BOB BUSTER</b>
Title: Executive Director	Title: <b>CHAIRMAN, BOARD OF SUPERVISORS</b>
Address: 2002 Iowa Avenue, Suite 100 Riverside, CA 92507-2423	Address:
Date:	Date:
Attest:  M. Stephens	ATTEST: KECIA HARPER-IHEM, Clerk By  DEPUTY
Title: Commission Secretary 95:2 WD 6-9 PM 2:56	Date: JUL 26 2011

CHILDREN/FAMILIES COMMISSION

Template Approved 04-13-11 – Reso 11-08

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE

JUL 26 2011 3.19

**RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION**

**CONTRACT TERMS AND CONDITIONS**

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*Followed by:*

ATTACHMENT A (FY 11/12): SCOPE OF WORK (SOW)

ATTACHMENT B (FY 11/12): BUDGET

ATTACHMENT C: PAYMENT PROVISIONS

ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY

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 – Injury Prevention  
Michael Osur  
4065 County Circle Drive  
Riverside, California 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 July 1, 2011 through June 30, 2012. 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.

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

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

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

#### 4. TERM

The term of this Contract shall be from July 1, 2011 through June 30, 2012 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 either temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost of activity not in compliance and/or request repayment to the Commission if any disallowance is rendered after audit findings. Written notification of non-compliance will be sent to the identified contact person and the CONTRACTOR'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 breach is cured by CONTRACTOR within twenty (20) days of receipt of notice.
- B. Due to Health and Safety Concerns of Clients.** The Commission may immediately terminate this Contract, at the sole discretion of the Commission when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. Contract may also be immediately terminated at the sole discretion of the Commission if the CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.
- C. Due to Non-Appropriation.** Termination may occur if no funds or insufficient funds are available for payments. After this Contract is terminated under these provisions, the Commission shall have no obligation to make further payments. Termination shall be effective immediately upon written notification of the decrease or elimination of funds.
- D. Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the Commission with any reports, data and/or information as required in this Contract.



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

**7. REQUIREMENT OF SUPPLEMENTING PROGRAM**

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 Funds shall ONLY be used to supplement a CONTRACTOR's program. The Commission endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the 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**

The Commission continues to refine its evaluative processes that will assist the Commission, its CONTRACTORS and the community to successfully implement, increase and measure the impact of the Children and Families Act in Riverside County. Where appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative processes. Specific areas may include, but are not limited to, the development of outcomes for programmatic performance, standards for service delivery and assessment tools.

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

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

A. 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 31, 2012. Requests for these types of SOW adjustments must be submitted to the Commission office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized Commission personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the Executive Director, or designee.

SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of the Contract include the following: changes that result in the type or number of customers served, new staff positions or major staff changes, or changes in the Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31, 2012. 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.
- C. (For Child Care Contracts reimbursed for spaces only) Reimbursement for child care spaces will be based on the actual enrollment to be reported in a manner defined by Commission staff. Spaces utilizing 6 hours or more per day are considered full-time. Spaces utilizing less than 6 hours per day are considered part-time. Reimbursement will be issued according to part-time or full-time rate as specified within the scholarship line item in the budget, Attachment B as attached 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. 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. 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 2<sup>nd</sup> 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 12, 2012. All reimbursement cost not submitted by July 12, 2012 will be disallowed.

Commission staff will send a letter verifying reimbursements or notification of payments withheld. If a payment is due, a check will be attached to the letter and mailed to the attention of the person designated by the CONTRACTOR. Changes in the mailing address or designated contact person must be submitted in writing on the CONTRACTOR letterhead and signed by an authorized representative.

## **B. Program Reporting**

Program data must be entered on a monthly basis and input must be completed by the 20th of the following month. If the due date falls on a weekend or holiday, the due date will be on the following business day. Additionally, Quarterly Program Progress Reports must be submitted to the Commission within thirty (30) calendar days after the end of the quarter. Any changes that occur with program data input must be reported to Commission staff and adjusted within the data management system before the end of the Quarter following the change. Example: Changes to program data in the first quarter must be adjusted and reconciled before the end of the 2<sup>nd</sup> 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)
- QUARTER 4 ending June 30: Report Due July 12, 2012 (For Child Care Contracts with Scholarships)

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 categorical line item to another approved categorical line item. Individual transfers shall not exceed 10% of the approved destination categorical line item amount and in no case will cumulative transfers over the course of a fiscal year period exceed more than 10% of the total First 5 Riverside contract 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 F5R staff. 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 30, 2012.

#### **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 31, 2012. 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 31, 2012.

#### **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'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, as authorized by the Commission.

**G. Payroll Taxes**

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

**14. CONTRACTOR AUDIT REQUIREMENTS**

- A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of their annual audited financial statements to the Commission

covering the fiscal year that funds are received for services provided pursuant to this Contract. The audit will cover the CONTRACTOR's fiscal year and will include a statement of internal controls over financial reporting. All audits shall be performed by either: (1) a Certified Public Accountant who possesses a valid license to practice within the State of California; (2) a Public Accountant currently certified and licensed by the State of California.

- B. CONTRACTORS who have a Single Audit completed, under the auspices of the Federal Office of Management and Budget (OMBA-133), in any given year will be required to have a Program Specific Audit completed under guidelines as stated under Government Auditing Standards. The Program Specific Audit will cover the CONTRACTOR's fiscal year and will include a statement of compliance.
- C. Audits are to be submitted to the Executive Director, or designee, 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. INVENTORIAL EQUIPMENT/VEHICLES**

- A. The title of vehicles or property derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR for the uses and purposes provided; CONTRACTOR shall administer such property only for the purposes for which they were granted.
- B. Inventorial equipment is items purchased with Proposition 10 funds that cost \$1,000 or more. The CONTRACTOR shall inventory and report any and all equipment purchases meeting this criterion, on the Commission Inventory Record Form. This record must accompany CONTRACTOR's final Quarterly Report submitted at the end of the Contract period. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be made available as requested during the Commission Administrative Review visits. Ownership and documentation of vehicles shall be maintained by the CONTRACTOR. CONTRACTOR shall submit a copy of the Certificate of Title for vehicle ownership with the final Quarterly Reports. It is understood that the CONTRACTOR is liable for any/all liability and damages resulting from the use and/or misuse of equipment/vehicles purchased with Proposition 10 funds. Equipment/vehicles shall not be used for personal use by the CONTRACTOR, and/or their employees, agents, subcontractors and/or collaborating partners.

#### **16. REVERSION OF ASSETS**

**Real or Personal Property Assets.** Any real property or moveable or immovable personal property under CONTRACTOR's control or ownership that was acquired or improved in whole or in part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the Commission and CONTRACTOR, where the original cost exceeded one thousand dollars (\$1,000.00) shall either be, at the election of the Commission as determined by the Executive Director, or designee: (1) used by CONTRACTOR for the services described in Exhibit A for a period of five (5) years after termination or expiration of this Contract, unless a longer period is specified in Exhibit A; or (2) disposed of and proceeds paid to the Commission in a manner that results in the Commission being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket

expenditures using non-commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

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

#### **17. TOBACCO CONTROL POLICY**

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the Commission funded activities. The Comprehensive Tobacco Control Policy is set forth as Attachment 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. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the Commission any and all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within 24 hours of receipt of notice of violation from the governing entity. Agencies shall submit a copy of the response to the governing entity within 24 hours after sending the response.
- E. CONTRACTOR shall immediately notify the Commission upon the filing of any action of bankruptcy.
- F. 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.
- G. CONTRACTOR shall immediately notify the Commission upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

## **19. RECORDS MANAGEMENT AND MAINTENANCE**

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

## **20. PUBLIC DISCLOSURE OF DOCUMENTS**

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

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

- A. Commission representatives shall review, audit and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. During the Administrative Review visits, CONTRACTOR representatives from both fiscal and program areas **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the Commission staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR's place of business or at such other mutually agreeable location in the County of Riverside, State of California.



- B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

## **22. GOVERNING LAW AND VENUE**

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

## **23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES**

- A. The Commission holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that Commission does not enter into, or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy any and all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the Commission for any payment, liability, or assistance in the remedy of any actual or alleged breach.
- B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. Before initiating programmatic operations, CONTRACTOR shall enter into a Memorandum of Understanding (MOU), contract, subcontract, or similar document with any such organization, with signatures affixed by an official authorized to bind the organization. CONTRACTOR shall provide said document(s) to the Commission Executive Director, or designee.
- C. Any and all subcontractor(s) shall conform to all requirements of the Commission and any Contract between the CONTRACTOR and the Commission. Copies of Memorandum of Understanding (MOU), contract, subcontract, or similar document between the CONTRACTOR, subcontractor 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](http://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](http://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 before contract work commences.

**31. ASSIGNMENT**

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

**32. ALTERATION AND/OR AMENDMENT**

No alteration, amendment, or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto. 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. Major 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 requirements of this Contract without formal action of the Commission.

**33. CONFLICT OF INTEREST**

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

**34. WAIVER AND SEVERABILITY**

Any waiver by the Commission of any breach of any one (1) or more terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of the same term of any other term herein. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**35. DISALLOWANCE**

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

**36. OFFICIAL DOCUMENTS**

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

**37. ENTIRE CONTRACT**

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

**38. NONEXCLUSIVE CONTRACT**

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

**39. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT**

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

**40. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State, and Federal law now in force or which may hereafter be in force with regard to this Contract. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action against CONTRACTOR, whether the Commission be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and the Commission.

**41. CONFLICTS IN INTERPRETATION**

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

## ATTACHMENT A: SCOPE OF WORK

**Riverside County Department of Public Health – Injury Prevention Services**  
**Strategy: Special Needs**  
**Contract #1032 OP-12**  
**July 1, 2011 – June 30, 2012**

Riverside County Injury Prevention Services (RCIPS) will implement a countywide Child Safety Education Program (CSEP) focused on children with special needs. The program's goal is to prevent infant and childhood injuries and fatalities in the County of Riverside by providing families with resources, safety information and car seats that will empower them to create safe, nurturing environments for their children. RCIPS will deliver and coordinate the CSEP with collaborating agencies that provide existing services to children ages 0-5. These agencies will help identify and refer families to group and individual education workshops regarding child passenger safety.

In recognition of Child Passenger Safety Week, RCIPS will partner with agencies that serve children with special needs to promote the use of child safety seats and provide awareness to parents regarding the dangers of misuse.

### **Group Education**

RCIPS staff will conduct a series of child safety education workshops to parents/caregivers of children with special needs at host agencies in the County. In addition, RCIPS will contact all partnering agencies and request to review and/or present to staff the CPS for Children with Special Needs Program process.

### **Child Passenger Safety (CPS)**

Education and training on current child passenger safety laws and how to select, properly use and install various conventional types of car seats will be presented to parents/caregiver groups for children with special needs.

### **Individual Training/Education Regarding Car Seats for Children with Special Needs**

Specialized car seats and or restraint systems will be distributed to children with special needs that are referred to RCIPS by their social worker, physician, physical therapist, nurse, parent or other family advocates.

A RCIPS Certified Car Seat Technician will conduct an assessment to determine which specialized car seat would most appropriately meet each child's medical, physical, behavioral and/or social needs. Each assessment is a multi-step process and requires approximately 3–4 hours of staff time from the initial request for service to completion. The process includes:

- Review of Request for Service Form. This can either be completed by the referring agency or a call is received by the referring agency and RCIPS completes.
- RCIPS will then contact either parent/caregiver to discuss the child's particular medical and physical needs. If necessary, calls will be placed to the physical therapist, nurse or any other individual appropriate in the care of the child.
- A one (1) hour Fitting Station appointment is scheduled for each family.
- RCIPS will then select and order the most appropriate car seat to meet the child's individual needs. Often it is necessary to order two or three car seat options to have on hand at the time of the Fitting Station appointment.



- The final step is the Fitting Station appointment where the certified Car Seat Technician explains in detail to the parents/caregivers the particular functions of the special needs seat, demonstrates fitting the child into the new seat and installs the car seat into the vehicle.
- The final step is the return demonstration by the parents/caregivers.

The RCIPS Car Seat Technician will schedule a fitting station appointment with the child's parent/caregiver to demonstrate how to install the car seat into the vehicle and fit the child into the car seat correctly. Upon completion of the assessment, the parent is eligible to purchase the specialized car seat on a sliding scale for \$20 to \$50. Up to a maximum of 20% of car seats or up to 15 car seats, can be provided to children 0-5 who are siblings (non-special needs) of special needs children contingent upon documented assessment and demonstrated need.

### **Car Fitting Stations**

RCIPS will conduct fitting stations at its Sherman office and will coordinate fitting stations with agencies that serve children with special needs. RCIPS will coordinate fitting station activities at south, mid and desert location partner agencies serving children with special needs. Riverside County residents will be able to schedule a special needs appointment for a one-on-one inspection of their child's car seat for proper fit and correct installation. RCIPS will also conduct fitting station appointments on an as-needed and/or emergency basis.

### **Strategy: Special Needs**

#### **Aggregate Targets:**

#### **Child Passenger Safety (CPS) Workshops:**

1. By June 30, 2012, RCIPS staff will conduct a minimum of **15** child passenger safety workshops to parents/caregivers with children 0-5 with special needs.
2. By June 30, 2012, **150** parents/caregivers with children 0-5 with special needs will participate in a child passenger safety workshop.
3. By June 30, 2012, **75** parents/caregivers will demonstrate an increase of knowledge regarding child passenger safety as evidenced by a child passenger safety pre/post test scores at or above 90%.

#### **CPS Fitting Station Events:**

4. By June 30, 2012, RCIPS staff will conduct a minimum of **20** fitting station events.
5. By June 30, 2012, RCIPS staff will assess **75** children 0-5 with special needs at a one-on-one assessment appointment for appropriate selection of a specialized car seat based on their specific medical, physical, emotional and/or behavioral needs.
6. By June 30, 2012, **75** parents/caregivers with children 0-5 with special needs will participate in a car seat fitting station assessment of their child/children and demonstrate to RCIPS staff how to effectively install a car seat.

ATTACHMENT B: BUDGET

Agency Name:	RIVERSIDE CHA - DEPT OF PUBLIC HEALTH - IPS
Contract Number:	1032 OP-12
Program Name:	Special Needs
<b>F5R Funds (Base Amount) FY 2011-2012:</b>	<b>\$175,000</b>
List Other Funding Source(s) below:	List Other Program Fund(s) below:
Total Funding from All Sources:	<b>\$175,000</b>
<b>total ck</b>	
<b>\$0</b>	

**First 5 Riverside Program Budget: July 1, 2011 - June 30, 2012**

**PERSONNEL**

Personnel Title and then Name of Employee	Total Annual Salary for Current Contracting FY	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 Director - Julisa Alvizo-Silva	\$68,931	5%	0%	\$3,447	\$0	\$3,447	\$65,484
2 Program Coordinator II - Victoria Young	\$69,659	30%	0%	\$20,898	\$0	\$20,898	\$48,761
3 Health Services Assistant - Elizabeth Mendoza	\$36,670	50%	0%	\$18,335	\$0	\$18,335	\$18,335
4 Health Services Assistant - Maria Sanchez	\$32,094	50%	0%	\$16,047	\$0	\$16,047	\$16,047
5 Office Assistant III - Marquez, Eufracia	\$32,074	20%	0%	\$6,415	\$0	\$6,415	\$25,659
6 Accountant II - Shelia Thue-Billeb	\$57,762	10%	0%	\$5,776	\$0	\$5,776	\$51,986
7 Administrative Svcs Assist - Carina Gonzalez	\$33,708	10%	0%	\$3,371	\$0	\$3,371	\$30,337
<b>SUBTOTAL PERSONNEL:</b>				<b>\$74,288</b>	<b>\$0</b>	<b>\$74,288</b>	<b>\$256,610</b>

**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 Director - Julisa Alvizo-Silva	\$31,019	5%	0%	\$1,551	\$0	\$1,551	\$29,468
2 Program Coordinator II - Victoria Young	\$31,347	30%	0%	\$9,404	\$0	\$9,404	\$21,943
3 Health Services Assistant - Elizabeth Mendoza	\$16,502	50%	0%	\$8,251	\$0	\$8,251	\$8,251
4 Health Services Assistant - Maria Sanchez	\$14,442	50%	0%	\$7,221	\$0	\$7,221	\$7,221
5 Office Assistant III - Marquez, Eufracia	\$14,433	20%	0%	\$2,887	\$0	\$2,887	\$11,546
6 Accountant II - Shelia Thue-Billeb	\$25,993	10%	0%	\$2,599	\$0	\$2,599	\$23,394
7 Administrative Svcs Assist - Carina Gonzalez	\$15,169	10%	0%	\$1,517	\$0	\$1,517	\$13,652
<b>SUBTOTAL BENEFITS:</b>				<b>\$33,430</b>	<b>\$0</b>	<b>\$33,430</b>	<b>\$115,475</b>

ATTACHMENT B: BUDGET

Agency Name:		RIVERSIDE CHA - DEPT OF PUBLIC HEALTH - IPS	
Contract Number:		1032 OP-12	
Program Name:		Special Needs	
<b>OPERATIONAL EXPENDITURES (MATERIALS AND SUPPLIES)</b>			
1	Office Supplies/equipment (<\$1000)	\$1,500	\$1,500
2	Postage & Printing	\$1,500	\$1,500
5	Program Materials and Incentives	\$30,168	\$30,168
6	Program Nutrition/Food	\$500	\$500
9	Maintenance and Repairs	\$500	\$500
11	Licenses & Fees	\$225	\$225
12	Travel (airfare, mileage, meals, hotel)	\$3,000	\$3,000
13	Training / Conferences	\$750	\$750
14	Rent/Lease	\$7,154	\$7,154
15	Utilities	\$913	\$913
17	Professional Services	\$1,000	\$1,000
19	Communications	\$2,000	\$2,000
20	Storage	\$730	\$730
<b>SUBTOTAL MATERIALS AND SUPPLIES:</b>		<b>\$49,940</b>	<b>\$0</b>
<b>SUBCONTRACTORS</b>			
<b>SUBTOTAL SUBCONTRACTORS:</b>		<b>\$0</b>	<b>\$0</b>
<b>CAPITAL EXPENDITURES</b>			
1	NOT APPLICABLE	\$0	\$0
<b>SUBTOTAL CAPITAL EXPENDITURES:</b>		<b>\$0</b>	<b>\$0</b>
<b>INDIRECT COSTS</b>			
1	Indirect Percentage Paid by FSR:	11.00%	\$17,342
2	Indirect Paid By Other Funds:		\$0
<b>SUBTOTAL INDIRECT COSTS:</b>		<b>\$17,342</b>	<b>\$0</b>
<b>Total Budget:</b>		<b>\$175,000</b>	<b>\$0</b>

ATTACHMENT B: BUDGET

BUDGET NARRATIVE/JUSTIFICATION FOR USE OF FUNDS	
AGENCY NAME: RIVERSIDE CHA - DEPT OF PUBLIC HEALTH - IPS	
CONTRACT NUMBER: 1032 OP-12	
PROGRAM NAME: Special Needs	
<b>FIRST 5 RIVERSIDE PROGRAM BUDGET: FISCAL YEAR 2011 - 2012</b>	
<i>(Use the space below to provide a brief narrative statement to justify EACH line item within your program budget.)</i>	
<b>PERSONNEL AND BENEFITS</b>	
<i>(These Cells Auto-Populate from the Combined Personnel and Benefits Dollar Amounts from Budget Tab)</i>	
Director - Julisa Alvizo-Silva	\$4,998
5% FTE - Acts as liaison between the Riverside County Department of Health and First 5 Riverside for contract and administrative overview. Reports directly to DOPH Deputy Director providing updates on grant status. Monitors overall program activities and status.	
Program Coordinator II - Victoria Young	\$30,302
30% FTE - Under the direction of the Program Director, will be responsible for all coordination of day to day grant activities and responsible to meet all grant targets. Develops new program materials and curriculum. Liaisons with DOPH Fiscal and Administrative personnel. Main liaison with outside agencies who service children with special needs. Prepares and submits monthly data and quarterly performance progress reports into GEMS system. Maintains RN/PHN license and national car seat technician certifications.	
Health Services Assistant - Elizabeth Mendoza	\$26,586
50% FTE - Under direct supervision of Program Coordinator II, will be responsible for but not limited to: coordinate, prepare and conduct parent education workshops and special needs assessments, maintaining special needs scheduling log and client data base. Will maintain national car seat technician certification.	
Health Services Assistant - Maria Sanchez	\$23,268
50% - Under direct supervision of Program Coordinator II, will be responsible for but not limited to: coordinate, prepare and conduct parent education workshops and special needs assessments, maintaining special needs client database, ordering special needs car seats. Will maintain national car seat technician certification.	
Office Assistant III - Marquez, Eufracia	\$9,302
20% FTE = Will be responsible for but not limited to; ordering all other supplies and materials related to grant, maintenance of all invoice records, inter face with all necessary DOPH axillary departments/personnel, maintenance of office supply inventory and incentive items.	
Accountant II - Shelia Thue-Billeb	\$8,375
10% FTE = Will be responsible for grant quarterly fiscal audits, monthly GEMS fiscal data entry, liaison with Director and Program Coordinator on fiscal issues, provide budget queries and analysis upon request and will input any budget adjustments into GEMS.	
Administrative Srvs Assist - Catrina Gonzalez	\$4,888
10% FTE = Will be responsible for assisting in all administrative activities including but not limited to; providing administrative analysis, preparing and submitting and county required forms to process grant by Board of Supervisors, advising Director and Program Coordinator on administrative issues, prepare and collate data, liaisons with DOPH fiscal and contract personnel.	
<b>SUBTOTAL PERSONNEL/BENEFITS:</b>	<b>\$107,718</b>

ATTACHMENT B: BUDGET

BUDGET NARRATIVE/JUSTIFICATION FOR USE OF FUNDS	
AGENCY NAME:	RIVERSIDE CHA - DEPT OF PUBLIC HEALTH - IPS
CONTRACT NUMBER:	1032 OP-12
PROGRAM NAME:	Special Needs
<b>FIRST 5 RIVERSIDE PROGRAM BUDGET: FISCAL YEAR 2011 - 2012</b>	
<i>(Use the space below to provide a brief narrative statement to justify EACH line item within your program budget.)</i>	
OPERATIONAL EXPENDITURES (MATERIALS AND SUPPLIES)	
Office Supplies/equipment (<\$1000)	\$1,500 Includes but not limited to; computer paper, staples, toner cartridges for desk top and office printers, computer supplies, writing utensils.
Postage & Printing	\$1,500 Includes but not limited to: county print services (\$1,500), kinkos, maille services, stamps, Fed Ex, county central mail services, UPS.
Program Materials and Incentives	\$30,168 Cost to purchase a minimum of 75 special needs car seats at an average price of \$300/car seat = \$22,500. Costs to purchase 20 conventional car seats at \$45/car seat = \$900. A conventional car seat is provided children utilizing a car seat designed for various orthopedic conditions, ex. post surgical casting. These car seats are not designed for long term use. Booster seats are used in conjunction with some EZ-on vest clients. Conventional car seats will be available to provide siblings of special needs clients when it is determined that their current car seat is unsafe or does not meet the child's age and weight requirements. Costs to purchase miscellaneous carseat Fitting Station supplies (gripper liner, pool noodles, hand sanitizer, wipes...) Costs to purchase incentive items for distribution at all special needs activities to promote grant activities = \$2,000.
Program Nutrition/Food	\$500 Purchase of food and beverages for monthly Fitting Stations for four (4) staff. Fitting Stations are an outdoor activity lasting 3 to 6 hours. Beverages will be purchased for hydration and nutritious snacks/food if breaks are not possible. Two activities will be conducted each month.
Maintenance and Repairs	\$500 Costs associated to maintain and repair office printer, fax machine, laptop and desk top computers.
Licenses & Fees	\$225 Cost for three (3) staff to maintain their national car seat technician & special needs certifications (\$75/person). Personal car mileage reimbursement at current county rate of \$0.51 per mile. Costs for use of County Fleet motor pool vans and/or compact car (van = \$52.20 per day & \$0.12 per mile/ car = \$25.20 per day & \$0.10 per mile). Costs associated with travel for one (1) staff to attend the Lifesavers Conference in Orlando, FL (airfare = \$425, ground transportation = \$60, personal mileage reimbursement to and from airport at = 40 miles x \$0.51 = \$20, meals x 3 days = \$140, lodging x 3 nights = \$700) = \$1,345 - x 2 staff = \$2,690. Cost associated with any trainings and/or conferences that become available for staff that are relevant and beneficial for grant objectives.
Travel (airfare, mileage, meals, hotel)	\$3,000
Training / Conferences	\$750 Costs associated to purchase updated training manuals for child passenger safety activities. Cost for one (1) staff to attend the annual Lifesavers conference in Orlando, FL in April 2012 = \$350 registration fee. Costs associated with staff to attend miscellaneous trainings to maintain their national car seat technician certification.
Rent/Lease	\$7,154 County Costs = \$4,088 per FTE x 1.75 FTE.
Utilities	\$913 County Costs = \$522 per FTE x 1.75 FTE.
Temporary Help	\$0
Professional Services	\$1,000 \$1,000 for webmaster to maintain special needs component of Injury Prevention Services website.

ATTACHMENT B: BUDGET

BUDGET NARRATIVE/JUSTIFICATION FOR USE OF FUNDS	
AGENCY NAME:	RIVERSIDE CHA - DEPT OF PUBLIC HEALTH - IPS
CONTRACT NUMBER:	1032 OP-12
PROGRAM NAME:	Special Needs
<b>FIRST 5 RIVERSIDE PROGRAM BUDGET: FISCAL YEAR 2011 - 2012</b>	
<i>(Use the space below to provide a brief narrative statement to justify EACH line item within your program budget.)</i>	
Vehicle Maintenance/Repairs	\$0
Communications	\$2,000
Storage	\$730
<b>SUBTOTAL OPERATIONAL:</b>	<b>\$49,940</b>
<b>SUBCONTRACTORS</b>	
<b>SUBTOTAL SUBCONTRACTORS:</b>	<b>\$0</b>
<b>CAPITAL EXPENDITURES</b>	
<b>NOT APPLICABLE</b>	<b>\$0</b>
<b>INDIRECT COSTS PAID BY F5R</b>	
<b>INDIRECT COSTS PAID BY F5R:</b>	<b>\$17,342</b>
<b>TOTAL FIRST 5 FUNDING:</b>	<b>\$175,000</b>

11% of total operational costs that include but not limited to; Auditor-Controller, executive office, county purchasing, workman's comp, OASIS HRMS, OASIS financials, malpractice insurance and operational charges.

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum reimbursable amount over the life of this Contract is \$175,000.00 as awarded by the Riverside County Children and Families Commission (RCCFC), also known as First 5 Riverside, provided pursuant to Proposition 10.

A. Maximum Reimbursable Amount

Total payment under this Contract shall not exceed:

INITIAL FUNDING PERIOD: 07/01/11 – 06/30/12 \$175,000.00

1. Method, Time and Schedule Conditions of Payment

a. Initial advance payment will be one-quarter (1/4) of the current funding period total Contract amount 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 Contract total.

(For Child Care Contracts reimbursed for spaces only)  
Reimbursement for child care spaces will be based on the actual enrollment to be reported in a manner defined by Commission staff. Payments are based on the full-time equivalent rate as specified within the scholarship line item in the budget (Attachment B). In addition, final reimbursement for Child Care Contracts reimbursed for spaces only will be reconciled per monthly enrollments and at the end of the fiscal year to ensure the number of accurate enrollments for spaces.

The 4<sup>th</sup> quarter payment shall not result in more than 90% of the total Contract amount paid. The final 10% of the Contract amount will be paid based on final expenditures as of June 30, 2012 and reported as of July 12, 2012, which is the final deadline to submit program expenditures. Expenditures made after June 30, 2012 will not be accepted.

c. Under special circumstances, CONTRACTOR may request additional funding for future 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 total Contract amount for the

Contract term. The Executive Director, or designee, reserves the right to withhold or reduce disbursement of funds if CONTRACTOR fails to: 1) comply with quarterly reports by the indicated due date as set forth in Section 10 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.



**ATTACHMENT D:  
COMPREHENSIVE TOBACCO CONTROL POLICY**

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

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

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

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

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

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