

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



976

SUBMITTAL DATE:
November 26, 2012

FROM: Department of Public Health

SUBJECT: Ratify the First 5 Riverside Agreement 13104 NP between Riverside County Children and Families Commission and the County of Riverside Department of Public Health. Amend Ordinance 440 pursuant to Resolution 440- 8921.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the First 5 Riverside Agreement 13104 NP between Riverside County Children and Families Commission (RCCFC) and The County of Riverside Department of Public Health, Nutrition and Physical Activity Self Assessment for Child Care (NAP SACC) program for the period of July 1, 2012 through June 30, 2016, in the amount of \$ 2,700,000; and
- 2) Authorize the Chairman of the Board of Supervisors to execute five (5) original copies of the agreement; and
- 3) Approve and Direct the Auditor Controller to adjust budget as specified in Schedule A; and
- 4) Amend Ordinance 440 pursuant to Resolution 440- 8921 as submitted herewith; and

MOTIONS: (Continued on Page 2)
ge 2)

John Mooney
John Mooney
Asst. Human Resources Director for
Barbara A. Olivier
Asst. CEO/HR Director

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

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 668,104	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*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 440-8921 is adopted as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: December 18, 2012
xc: Public Health, E.O., Auditor, HR

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

3.64

PAUL ANGLIO, CPA, AUDITOR-CONTROLLER
 BY: *[Signature]* 12/18/12
 ORIGINAL APPROVED COUNTY COUNSEL
 BY: *[Signature]* 12/18/12
 DATE
 NEAL R. KIPNIS
 Departmental Concurrence
 Purchasing: Mark Seiler, Assistant Director
 Policy Consent
 Policy Consent
 Dept't Recomm.: Per Exec. Ofc.:

SUBJECT: Ratify the First 5 Riverside Agreement 13104 NP between Riverside County Children and Families Commission and the County of Riverside Department of Public Health. Amend Ordinance 440 pursuant to Resolution 440- 8921.

MOTIONS: (Continued)

- 5) Approve and Direct the Purchasing Agent, to sign ministerial amendments with First 5 Riverside not to exceed the aggregated authorized amount of two million, seven hundred thousand dollars (\$2,700,000) for the period of performance of July 1, 2012 through June 30, 2016; and
- 6) Approve the sole source agreement with University of California, Riverside (Contract #13-015) in the amount of three hundred thousand dollars (\$300,000) for the period of performance of July 1, 2012 through June 30, 2016; and
- 7) Authorize the Chairman of the Board of Supervisors to sign five (5) originals of said agreement; and
- 8) Approve the sole source agreement with Riverside County Child Care Consortium (Contract #13-016) in the amount of four hundred thousand dollars (\$400,000) for the period of performance of July 1, 2012 through June 30, 2016; and
- 9) Authorize the Chairman of the Board of Supervisors to sign five (5) originals of said agreement

BACKGROUND: The Riverside County Children and Families Commission (RCCFC) has, awarded the County of Riverside Department of Public Health, Nutrition Services Branch funding in the amount of \$2,700,000 over four years for the Nutrition and Physical Activity Self Assessment for Child Care (NAP SACC) program.

Nutrition and Physical Activity Self Assessment for Child Care (NAP SACC) is a research based intervention with significant focus on developing policies and practices which promote optimal nutrition for children 0-5 and their families. This program will provide on-site training to child care providers in relation to obesity prevention and intervention.

The Department of Public Health is requesting sole source agreements with UCR for its unique capability to provide Nutrition and Physical Activity Self Assessment for Child Care (NAP SACC) training to child care providers within Riverside County and to The Riverside County Child Care Consortium (RCCCC) as the only local organization approved by The Riverside County Children and Families Commission (RCCFC) with the infrastructure to provide outreach to child care providers throughout the county via four Regional Child Care Councils that assess child care needs at the local level. Annual funding awards to both vendors were negotiated and are based on level of services as justified by a detail budget. Prices are comparable to other vendors providing similar services.

SUBJECT: Ratify the First 5 Riverside Agreement 13104 NP between Riverside County Children and Families Commission and the County of Riverside Department of Public Health. Amend Ordinance 440 pursuant to Resolution 440- 8921.

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

Classification	Class Code	No. of Positions	Range	Salary Range
CHA Program Coordinator I	74107	1	SEU 415	\$44,347 - \$62,854
IT Supervising Systems Administrator	86167	1	ITS 630	\$85,276 - \$125,397
IT User Support Tech III	86185	1	ITU 337	\$50,342 - \$73,798
Health Education Assistant II	73458	1	SEU 241	\$33,362 - \$47,208

FINANCIAL INFORMATION: The Riverside County Children and Families Commission (RCCFC) awarded County of Riverside Department of Public Health funding in the amount of \$2,700,000. The program year is based on the county fiscal year and funding for FY12/13 is \$668,104.

SUBJECT: Ratify the First 5 Riverside Agreement 13104 NP between Riverside County Children and Families Commission and the County of Riverside Department of Public Health. Amend Ordinance 440 pursuant to Resolution 440- 8921.

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

INCREASE IN APPROPRIATIONS:

10000-4200100000-510040	Regular Salaries	254,833
10000-4200100000-518100	Budgeted Benefits	114,675
10000-4200100000-520230	Cell Phone Communications	2,040
10000-4200100000-520320	Telephone Services	3,000
10000-4200100000-520705	Food	5,038
10000-4200100000-520945	Insurance-Property	1,500
10000-4200100000-521380	Maint.- Copier Machines	1,000
10000-4200100000-523220	Licenses and permits	700
10000-4200100000-523640	Computer Equip.- Non Fixed asset	4,000
10000-4200100000-523680	Office Equip. - Non Fixed asset	3,000
10000-4200100000-523700	Office Supplies	3,000
10000-4200100000-523760	Postage-Mailing	2,000
10000-4200100000-523800	Printing/Binding	3,000
10000-4200100000-526420	Advertising	5,000
10000-4200100000-524760	Data Processing Services	4,828
10000-4200100000-525140	Personnel Services	3,000
10000-4200100000-525300	OASIS Processing - Financials	5,000
10000-4200100000-525310	OASIS Processing - HRMS	5,000
10000-4200100000-525440	Professional Services	175,000
10000-4200100000-524500	Adm. Support Direct	27,000
10000-4200100000-526700	Rent-Lease Buildings	24,000
10000-4200100000-527780	Special Program Expense	7,570
10000-4200100000-527840	Training-Education/Tuition	680
10000-4200100000-528140	Conference/Registration Fees	1,000
10000-4200100000-528900	Air Transportation	500
10000-4200100000-528920	Car Pool Expense	3,000
10000-4200100000-528960	Lodging	750
10000-4200100000-528980	Meals	750
10000-4200100000-529040	Private Mileage Reimbursements	4,240
10000-4200100000-529540	Utilities	3,000

TOTAL INCREASE IN APPROPRIATION: \$668,104

INCREASE IN ESTIMATED REVENUE:

10000-4200100000-754000	CA-Tobacco Tax Prop.10	\$668,104
-------------------------	------------------------	-----------

1 RESOLUTION NO. 440-8921

2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on December 18, 2012, that pursuant to Section 4(a)(ii) of Ordinance No. 440,
5 the Director of Public Health is authorized to make the following listed change(s), operative on the date of
6 approval, as follows:

7 Job
8 Code +/- Department ID Class Title
9 74107 +1 4200100000 CHA Program Coordinator I
10 73458 +1 4200100000 Health Education Assistant II
11 86167 +1 4200100000 IT Supervising Systems Administrator
12 86185 +1 4200100000 IT User Support Technician III

13 ROLL CALL:

14 Ayes: Buster, Tavaglione, Stone, Benoit, and Ashley
15 Nays: None
16 Absent: None

17 The foregoing is certified to be a true copy of a resolution duly
18 adopted by said Board of Supervisors on the date therein set forth.

19 KECIA HARPER-IHEM, Clerk of said Board

20 By: _____
21 Deputy

Date: November 6, 2012
From: Susan Harrington Department/Agency: Department of Public Health
To: Board of Supervisors/Purchasing Agent
Via: Purchasing Agent
Subject: Sole Source Procurement; Request for NAP SACC provider/parent training

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: Authorization for the University of California, Riverside Comprehensive Approaches to Raising Education Standards (CARES) Plus program to train Riverside County Early Child Care and Education professionals and parents in the Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC) Program.

Supplier being requested: University of California, Riverside (UCR) Extension

Alternative suppliers that can or might be able to provide supply/service: UCR Extension CARES Plus trainers are authorized by child care licensing to provide continuing education for child care providers. Within Riverside County, there are no known CARES Plus trainers which are approved by the Riverside County Children and Families Commission (RCCFC). RCCFC wrote into our agreement a requirement to subcontract specifically with the University of California, Riverside. Due to their prior experience and currently providing continuing education to child care providers, it would be cost prohibitive to use another vendor.

Extent of market search conducted: Market research was conducted using the Internet and it was found that CARES Plus is authorized to provide continuing education credits for the NAP-SACC program.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: The Cares Plus staff at the University of California Riverside, Extension are NAP SACC Certified trainers, who have been providing college credit and continuing education units to Riverside County child care providers for the past 35 years. Cares Plus incorporates a strong focus on outcomes and accountability as well as data tracking, for early care and education providers working in Riverside County. Two sources of documentation for licensed child care providers are the Riverside County Early Workforce Registry and F5 Riverside CARES Plus Database.

Reasons why my department requires these unique features and what benefit will accrue to the county: RCCFC and CARES Plus have extensive experience in providing education for working with care providers and providing scholarships for educational purposes. Currently CARES Plus is an essential partner since the CARES Plus database and the Early Learning Workforce Registry involves child care licensing, critical connections in the successful outcomes of NAP-SACC.

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT

INVESTMENT OF FUNDS
2002 Iowa Avenue Suite 100
Riverside, California 92507

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.

RCCFC AWARD: 13104 NP
CONTRACTOR: Riverside County Department of Public Health
CONTRACT TERM: 07/01/12 – 06/30/16
MAXIMUM REIMBURSABLE AMOUNT: \$2,700,000.00

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 **\$2,700,000.00** 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: JOHN TAVAGLIONE
Title: Executive Director	Title: CHAIRMAN, BOARD OF SUPERVISORS
Address: 2002 Iowa Avenue, Suite 100 Riverside, CA 92507-2423	Address:
Date:	Date: ATTEST KECIA HARPER-IHEM, Clerk
Attest:	Attest: By DEPUTY
Title: Commission Secretary	Date: DEC 18 2012

FORM APPROVED COUNTY COUNSEL
BY NEAL R. KIRNIS
DATE 12/18/12

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

Contents

1.	NOTICES.....	4
2.	SOURCE AND SCOPE OF CONTRACT.....	4
3.	DEFINITIONS.....	4
4.	TERM.....	5
5.	COMPLIANCE, DISALLOWANCE, WITHHOLDING.....	5
6.	TERMINATION.....	5
7.	REQUIREMENT OF SUPPLEMENTING PROGRAM.....	6
8.	DATA MANAGEMENT.....	6
9.	SCOPE OF WORK (SOW).....	6
10.	REIMBURSEMENT OF COSTS.....	7
11.	FISCAL AND PROGRAM REPORTING REQUIREMENTS.....	7
12.	REIMBURSEMENT OF FUNDS TO THE COMMISSION.....	8
13.	RCCFC FISCAL REQUIREMENTS.....	9
	A. Budget Adjustments.....	9
	B. Budget Revisions.....	9
	C. Amendments.....	9
	D. Cost Allocation.....	9
	E. Overhead/Indirect Costs.....	10
	F. Revenues Received.....	10
	G. Payroll Taxes.....	10
14.	CONTRACTOR AUDIT REQUIREMENTS.....	10
15.	CAPITALIZED EQUIPMENT.....	11
16.	REVERSION OF ASSETS.....	11
17.	TOBACCO CONTROL POLICY.....	12
18.	CONDUCT OF BUSINESS.....	12
19.	RECORDS MANAGEMENT AND MAINTENANCE.....	13
20.	PUBLIC DISCLOSURE OF DOCUMENTS.....	13
21.	INSPECTIONS, PROGRAM MONITORING AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION.....	13
22.	GOVERNING LAW AND VENUE.....	14
23.	CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES.....	14
24.	PUBLICITY AND ATTRIBUTION REQUIREMENTS.....	14
25.	PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY.....	15
26.	WORK PRODUCT.....	16
27.	NON-DISCRIMINATION.....	16
28.	INDEPENDENT CONTRACTOR.....	16
29.	HOLD HARMLESS/INDEMNIFICATION.....	16
30.	INSURANCE.....	17
31.	ASSIGNMENT.....	19
32.	ALTERATION AND/OR AMENDMENT.....	19
33.	CONFLICT OF INTEREST.....	19
34.	WAIVER AND SEVERABILITY.....	19
35.	DISALLOWANCE.....	19
36.	OFFICIAL DOCUMENTS.....	20
37.	ENTIRE CONTRACT.....	20
38.	NONEXCLUSIVE CONTRACT.....	20
39.	CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT.....	20
40.	COMPLIANCE WITH LAW.....	20
41.	CONFLICTS IN INTERPRETATION.....	20
	ATTACHMENT A: SCOPE OF WORK	
	ATTACHMENT B: 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
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, Nutrition Services and Health Promotion Program

July 1, 2012 – June 30, 2013

Contract: 13104 NP

Program Overview:

The Riverside County Nutrition Services and Health program provides on-site training in relation to Nutrition and Physical Assessment for Child Care (NAP SACC). The training is aimed to child care providers in relation to obesity prevention a program will be delivered in funding zones 1, 2, and 3. NAP SACC is a research based intervention with significant focus on assessment and practices which promote optimal nutrition for children 0-5 and their families. Riverside County Nutrition Services and Health branch subcontracts with 2 other entities, including, Riverside County Child Care Consortium (RCCCC) and the University of California (UCR) and the integral partner, Riverside County Office of Education (RCOE) Resource and Referral Program. This coalition is essential for the implementation of the county-wide services and imperative to the success of the NAP SACC programs.

Trainings are provided to child care providers in a linguistically appropriate way and a certification process qualifies providers for NAP SACC designated. This is achieved through extensive training sessions, organizational self-assessment, action planning and follow-up for child care providers, including technical assistance, consultation and follow-up.

Riverside County Department of Public Health, in collaboration with the Riverside Child Care Consortium Local Planning Committee, Nutrition Roundtable which is an advisory group comprising of a number of stakeholders such as child care providers, Child Care and Food Program (CACFP), RCOE, parent organizations, Department of Social Services and human service agencies. Roundtable input into the nutrition and physical activity aspects of child care services in Riverside County and is instrumental in providing support in relation to the implementation and sustainability of the NAP SACC principles within child care subsidized and non-subsidized.

Attachment A: 13104 NP SOW FINAL 06/29/2012

Major Objectives	Major Functions, Tasks and Activities	Timelines	Performance Measures and/or Deliverables
<p>1.1 Program Staffing: Implement program utilizing experienced and qualified staff</p>	<ul style="list-style-type: none"> • Staff will implement the program to provide training to child care centers and child care homes in healthy nutrition and physical activity • Engage providers to assist in developing action plans and policy 	<ul style="list-style-type: none"> • July 1, 2012 – June 30, 2016 	<p>NA</p>
<p>2.1 NAP SACC Trainers: Assemble a team of NAP SACC Certified trainers sufficient to provide culturally and linguistically competent trainings to no fewer than 120 sites and/or family child care homes per year</p>	<ul style="list-style-type: none"> • 10 NAP SACC trainers will have completed the 4 hour NAP SACC training, materials 	<ul style="list-style-type: none"> • August 31, 2012 	<ul style="list-style-type: none"> • Copies of NAP SACC Center of Excellence trainer certificates Training materials ready, laptops, etc.
<p>3.1 Outreach to Centers and Family Child Care Homes: Conduct outreach to centers and family child care homes to recruit training participants</p>	<ul style="list-style-type: none"> • Distribution of information on how to become a certified NAP SACC child care facility to child care sites and their trainers across Riverside County utilizing the 	<ul style="list-style-type: none"> • July 1, 2013 – April 30, 2016 	<ul style="list-style-type: none"> • Copies of articles in newspapers, newsletters, electronic bulletin boards, inserts for CARES checks, Notification flyers mailed to child care

Attachment A: 13104 NP SOW FINAL 06/29/2012

Revised Final 12/10/12

Major Objectives	Major Functions, Tasks and Activities	Timelines	Performance Measures and/or Deliverables
	<p>NAP SACC Coalition partners</p> <ul style="list-style-type: none"> • Media and Social Marketing Program launched and maintained • Implement and maintain certification program • Outreach to Roundtable partners 		<p>providers</p> <ul style="list-style-type: none"> • Agenda from presentation meetings
<p>4.1 NAP SACC Training Protocol: Conduct trainings and follow-up support to centers and child care homes following the NAP SACC protocol including: organizational self-assessment, goal setting and action planning, continuing education for child care providers, skill building activities, technical assistance and consultation and follow-up</p>	<ul style="list-style-type: none"> • Develop NAP SACC checklist to ensure accurate implementation of NAP SACC • Develop NAP SACC observation schedule to ensure fidelity of NAP SACC implementation • Identify and address challenges and solutions of NAP SACC Program 	<ul style="list-style-type: none"> • July 31, 2012 • July 31, 2012 - May 30, 2016 • July 31, 2012 – May 30, 2016 	<ul style="list-style-type: none"> • Checklist • Schedule on file • Assessment forms on file
<p>5.1 Support for CACFP Participation: Trainers will work with each</p>	<ul style="list-style-type: none"> • Annual survey Riverside County Child Care providers to 	<ul style="list-style-type: none"> • July 1, 2012 – December 31, 2015 	<ul style="list-style-type: none"> • Riverside NAP SACC CACFP Utilization Tools

Attachment A: 13104 NP SOW FINAL 06/29/2012

Revised Final 12/10/12

Major Objectives	Major Functions, Tasks and Activities	Timelines	Performance Measures and/or Deliverables
<p>participating child care provider to support participation in the Child and Adult Care Food Program (CACFP) by supporting child care providers not yet participating to become CACFP programs</p>	<ul style="list-style-type: none"> • determine barriers to participation in CACFP • Meet with local CACFP representatives to determine appropriate technical assistance strategies to provide Riverside County child care providers • Incorporate provision of technical assistance for CACFP into the follow up activities • Document CACFP status and technical assistance provided at each site visit • Invite CACFP sponsors to local CNAP quarterly meetings • Develop and implement database re: CACFP provider status; share outcomes with NAP SACC Coalition 	<ul style="list-style-type: none"> • July 15, 2012 – March 31, 2016 • July 1, 2012 – June 30, 2016; Ongoing • July 1, 2012 – June 30, 2016; Ongoing • July 1, 2012 – June 30, 2016; Ongoing • July 1, 2012 – June 30, 2016; Ongoing 	<ul style="list-style-type: none"> • CACFP Technical Assistance tools • Riverside NAP-SACC CACFP Procedure • CACFP Technical Assistance tool • Sign-in sheets of meetings • Report on file
<p>6.1 Nutrition Roundtable: Convene a nutrition roundtable for child care providers who can support the First 5</p>	<ul style="list-style-type: none"> • Invitation of a wide variety of child care professionals and other interested stakeholders to 	<ul style="list-style-type: none"> • July 1, 2012 – June 30, 2016; ongoing 	<ul style="list-style-type: none"> • Invitation letters on file and list of roundtable members reported in final quarter PPR

Attachment A: 13104 NP SOW FINAL 06/29/2012

Revised Final 12/10/12

Major Objectives	Major Functions, Tasks and Activities	Timelines	Performance Measures and/or Deliverables
<p>Riverside goals for healthy nutrition and physical activity through participation in an advocacy leadership collaborative</p>	<p>participate in Nutrition Advocacy Roundtable</p> <ul style="list-style-type: none"> • Review Riverside County Childhood Obesity rates at 4 Riverside Child Care Consortium local Planning Council (LPC) meetings • Conduct a survey by geographic region of child care providers who are not receiving Child and Adult Care Food Program to identify barriers • Incorporate Nutrition Advocacy Issues into the County Nutrition Action Plan (CNAP) discussions (Discussion group) • Develop a policy format for technical assistance • Develop plan to assess the impact of NAP SACC program 	<ul style="list-style-type: none"> • October 30, 2012 • July 1, 2012 – June 30, 2016; Ongoing • July 1, 2012 – June 30, 2016; Ongoing • June 30, 2013 • June 30, 2013 	<ul style="list-style-type: none"> • Meeting Agenda • Completed Survey tools and Riverside County CACFP Participation report • CNAP agendas • Policy Format on file • Assessment plan on file
<p>7.1 Long-Term Sustainability</p>	<ul style="list-style-type: none"> • Demonstration of the NAP SACC program into 120 child care 	<ul style="list-style-type: none"> • July 1, 2012 through June 30, 2016 	<ul style="list-style-type: none"> • Completed self-assessments and NAP SACC Action Planning

Attachment A: 13104 NP SOW FINAL 06/29/2012

Revised Final 12/10/12

Major Objectives	Major Functions, Tasks and Activities	Timelines	Performance Measures and/or Deliverables
	<ul style="list-style-type: none"> • sites in Riverside County annually • Ongoing social media campaign about the value of NAP SACC in the lives of children 0-5 years of age • Ongoing Access to free online NAP SACC training for child care providers • Policy Change = NAP SACC Certification • Continue to leverage and seek funding opportunities 	<ul style="list-style-type: none"> • July 1, 2012 – June 30, 2016; Ongoing • July 1, 2012 – June 30, 2016; Ongoing • July 1, 2012 – June 30, 2016; Ongoing • July 1, 2012 – June 30, 2016; Ongoing 	<ul style="list-style-type: none"> • documents • Websites, newspaper, social media and online ads for Riverside NAP-SACC promotion • Records of all NAP SACC certified child care providers • Leveraging and funding plans on file
<p>8.1 Public Awareness/ Policy Change</p>	<ul style="list-style-type: none"> • Development of child care policy supporting NAP SACC concept across Riverside County through Nutrition Advisory Roundtable and NAP SACC Coalition • NAP SACC Certifications • Social Media Awareness Events • Annual NAP SACC Awareness Events 	<ul style="list-style-type: none"> • By April 30, 2013 • July 1 2012 – June 30, 2016 • July 1 2012 – June 30, 2016 • April 2013, 2014, 2015 and 2016 	<ul style="list-style-type: none"> • Policy Statement on file • NAP SACC Certifications on file • Awareness campaigns on file • Records of participation

Attachment A: 13104 NP SOW FINAL 06/29/2012

Revised Final 12/10/12

Major Objectives	Major Functions, Tasks and Activities	Timelines	Performance Measures and/or Deliverables
	<ul style="list-style-type: none"> • Certified NAP SACC program participants to be tracked for outcomes 	<ul style="list-style-type: none"> • July 1, 2012 – June 30, 2016 	<ul style="list-style-type: none"> • Tracking documents on file. Information analyzed and outcomes shared

Attachment A: 13104 NP SOW FINAL 06/29/2012

Revised Final 12/10/12

Department of Public Health: Nutrition, Services and Health Promotion Program Physical Activity Self-Assessment for

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

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

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

*PH = Riverside County Department of Public Health: Countywide, including Blythe.

Attachment A: 13104 NP SOW FINAL 06/29/2012

Revised Final 12/10/12



Agency Name: Riverside County DOPH (Nutrition Services & Health Promotion)
 Contract Number: 13104 NP
 Program Name: First 5 Self Assessment for Child Care (NAP-SACC) Program

F5R Funds (Base Amount) FY 2012-2013: \$668,104

List Other Funding Source(s) below: List Other Program Fund(s) to be used:

General Funds \$3,757

Other Funding Source Subtotal: \$3,757

Total Funding from All Sources: \$671,861

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
		F5R	Other		
1 P.H. Program Director	\$78,661	25%	0%	\$19,665	
2 Program Coordinator II	\$75,409	50%	0%	\$37,704	
3 Nutritionist	\$59,647	25%	0%	\$14,912	
4 Health Educator Assistant II	\$46,561	100%	0%	\$46,561	
5 Health Educator Assistant II	\$46,561	100%	0%	\$46,561	
6 Health Services Assistant	\$34,414	100%	0%	\$34,414	
7 Office Assistant III	\$34,963	100%	0%	\$34,963	
8 Administrative Services Assistant	\$47,092	25%	0%	\$11,773	
9 Public Information Specialist	\$63,317	2%	0%	\$1,266	
10 CHA Program Chief II	\$105,335	0%	2%		\$2,107
11 Administrative Services Analyst II (Contracts)	\$56,953	5%	0%	\$2,848	
12 Accountant II	\$52,934	5%	0%	\$2,647	
13 IT Support Technician II	\$50,670	3%	0%	\$1,520	
SUBTOTAL PERSONNEL:				\$254,833	\$2,107



Agency Name: Riverside County DOPH (Nutrition Services & Health Promoti
 Contract Number: 13104 NP
 Program Name: First 5 Self Assessment for Child Care (NAP-SACC) Program

BENEFITS

Employee Benefits	Total Annual Benefits	Percentage paid by funding source		(A) Total F5 Program Costs	(B) Total Other Program Funds
		F5R	Other		
1 P.H. Program Director	\$35,398	25%	0%	\$8,849	
2 Program Coordinator II	\$33,934	50%	0%	\$16,967	
3 Nutritionist	\$26,841	25%	0%	\$6,710	
4 Health Educator Assistant II	\$20,952	100%	0%	\$20,952	
5 Health Educator Assistant II	\$20,952	100%	0%	\$20,952	
6 Health Services Assistant	\$15,486	100%	0%	\$15,486	
7 Office Assistant III	\$15,733	100%	0%	\$15,733	
8 Administrative Services Assistant	\$21,192	25%	0%	\$5,298	
9 Public Information Specialist	\$28,492	2%	0%	\$570	
10 CHA Program Chief II	\$47,401	0%	2%		\$948
11 Administrative Services Analyst II (Contracts)	\$25,629	5%	0%	\$1,281	
12 Accountant II	\$23,820	5%	0%	\$1,191	
13 IT Support Technician II	\$22,802	3%	0%	\$684	
SUBTOTAL BENEFITS:				\$114,675	\$948

OPERATIONAL EXPENDITURES (MATERIALS AND SUPPLIES)

1 Office Supplies/equipment \$1000 or less	\$10,000
2 Postage & Printing	\$5,000
3 Advertising / Outreach Marketing	\$5,000
5 Program Materials and Incentives	\$7,570
6 Program Nutrition/Food	\$5,038
8 Insurance	\$1,500
9 Maintenance and Repairs	\$1,000
11 Licenses & Fees	\$700
12 Travel (airfare, mileage, meals, hotel)	\$9,240
13 Training / Conferences for Program Staff	\$1,680



Riverside County Children & Families Commission

A DIVISION OF THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES

Agency Name:	Riverside County DOPH (Nutrition Services & Health Promoti
Contract Number:	13104 NP
Program Name:	First 5 Self Assessment for Child Care (NAP-SACC) Program

14 Rent/Lease	\$24,000	
15 Utilities	\$3,000	
19 (1) Other Cell phones/aircards	\$5,040	
SUBTOTAL MATERIALS AND SUPPLIES:		\$78,768 \$0

SUBCONTRACTORS

1 Riverside County Child Care Consortium	\$100,000	
2 UCR Early Childhood Care Education (ECE) Program	\$75,000	
SUBTOTAL SUBCONTRACTORS:		\$175,000 \$0

CAPITAL EXPENDITURES

SUBTOTAL CAPITAL EXPENDITURES:		\$0 \$0
---------------------------------------	--	----------------

INDIRECT COSTS

1 Indirect Percentage Paid by F5R:	10.00%	\$44,828	
2 Indirect Paid By Other Funds:			\$703
SUBTOTAL INDIRECT COSTS:		\$44,828	\$703

Total Budget:	\$668,104	\$3,757
----------------------	------------------	----------------

BUDGET NARRATIVE/JUSTIFICATION FOR USE OF FUNDS

Agency Name: Riverside County DOPH (Nutrition Services & Health Promotion Branch)
 Contract Number: 13104-NP
 Program Name: First 5 Self Assessment for Child Care (NAP-SACC) Program 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")

P.H. Program Director	\$28,515	Directs and promotes program acting as liaison with community partners, state agencies.
Program Coordinator II	\$54,671	Project supervision and management. Coordination of the DOPH NAP SACC program consultations.
Nutritionist	\$21,622	Select nutritious foods to use for onsite food demonstrations, provision of technical health menus for children 0-5 year of age.
Health Educator Assistant II	\$67,513	Distribution and collection of Organizational Self assessments, assisting participants with change and implementing plans for improving areas of greatest need. Assist in program care facilities to community resources, assist staff as needed and support organizational activities to allow staff to increase their confidence to make both personal and organizational assistance and consultations. Conduct follow up with child care facilities to assess changes.
Health Educator Assistant II	\$67,513	Distribution and collection of Organizational Self assessments, assisting participants with change and implementing plans for improving areas of greatest need. Assist in program care facilities to community resources, assist staff as needed and support organizational activities to allow staff to increase their confidence to make both personal and organizational assistance and consultations. Conduct follow up with child care facilities to assess changes.
Health Services Assistant	\$49,900	Provides translation services and program assistance.
Office Assistant III	\$50,696	Provides translation support services, scheduling and other clerical support functions.
Administrative Services Assistant	\$17,071	Support program regarding purchase order tracking, expenditures, invoicing and bill sub-contractors.
Public Information Specialist	\$1,836	Develops and determines effectiveness of distribution and outreach media plan; materials required. Writes feature articles and press releases on organization's activities, services and materials. Coordinates release distribution to the media; organizes and arranges program.
CHA Program Chief II	\$0	Plans, organizes, directs and evaluates and coordinates the Nutrition Services/Health Promotion with community partners, administration and state and local agencies.
Administrative Services Analyst II (Contracts)	\$4,129	Assist with preparation of subcontract agreements. Liaison between Purchasing and program.
Accountant II	\$3,838	Prepares invoices, monitors budget, performs line transfers and reports Fiscal information.

BUDGET NARRATIVE/JUSTIFICATION FOR USE OF FUNDS

Agency Name: Riverside County DOPH (Nutrition Services & Health Promotion Branch)
 Contract Number: 13104 NP
 Program Name: First 5 Self Assessment for Child Care (NAP-SACC) Program Services

IT Support Technician II	\$2,204	Assist with selection and setp of laptops/IPAD equipment; provide troubleshooting
SUBTOTAL PERSONNEL/BENEFITS:	\$369,508	

OPERATIONAL EXPENDITURES (MATERIALS AND SUPPLIES)

Office Supplies/equipment \$1000 or less	\$10,000	Supplies for staffing and services at Approx. \$500/month for 12 months (including drives, computer cases, mobile printers, luggage carts, etc...). Purchase 4-5 laptops
Postage & Printing	\$5,000	Postage @ \$60/mo. for 12 months = \$720; mailings childcare providers. Printing @ (tracking forms, business cards, assessments, surveys, flyers, handouts, nutrition
Advertising / Outreach Marketing	\$5,000	Website development of \$4,000 and \$1,000 for advertising in College Newspape
Program Materials and Incentives	\$7,570	Children books, cookbooks, balls, jump ropes, and etc... for the NAP SACC Progra
Program Nutrition/Food	\$5,038	Healthy snack/water for meetings and/or trainings \$200 annual, Food Demos @ A
Insurance	\$1,500	Property and Liability insurance at \$1,500 annually
Maintenance and Repairs	\$1,000	Maintenance and Repair - building equipment, security, etc... \$1,000 annual
Licenses & Fees	\$700	MicroSoft License for the users of the 4-laptops. (\$175 annual license fee x 4-eac
Travel (airfare, mileage, meals, hotel)	\$9,240	Mileage/carpool expense (Mileage reimbursement @ \$0.55/mile. Approximately 24
Training / Conferences for Program Staff	\$1,680	Mandatory County Trainings (professional development) and or conference fees fo
Rent/Lease	\$24,000	\$2000 per month for 12 months for lease space for staffing, work rooms, storage @ Palm Springs).
Utilities	\$3,000	Annual utilities @ \$600, land-line phones are \$40/month x 12 months x 5 FTE's =
(1) Other Cell phones/aircards	\$5,040	Monthly cell phone charges for 4-staff is \$220 x 12 months = \$2640. Monthly Air C 4-laptops is \$50 x 12 months = \$2400
SUBTOTAL OPERATIONAL:	\$78,768	

BUDGET NARRATIVE/JUSTIFICATION FOR USE OF FUNDS

Agency Name: Riverside County DOPH (Nutrition Services & Health Promotion Branch)
Contract Number: 13104 NP
Program Name : First 5 Self Assessment for Child Care (NAP-SACC) Program Services

SUBCONTRACTORS

Riverside County Child Care Consortium	\$100,000	Conducts outreach and contact their large membership base to make them aware encourage participation. Additionally through the Regional Child Care Councils, th accessible to all areas of the county.
UCR Early Childhood Care Education (ECE) Program	\$75,000	UCR Early Childhood Education program will provide access to the NAP-SACC tr existing child care providers who are seeking required continuing education hours
SUBTOTAL SUBCONTRACTORS:	\$175,000	

CAPITAL EXPENDITURES

SUBTOTAL CAPITAL EXPENDITURES: \$0

INDIRECT COSTS PAID BY F5R

INDIRECT COSTS PAID BY F5R:	\$44,828	Indirect costs are those costs of general management that are agency-wide expenditures for administrative activities necessary for the general operation budgeting, payroll preparation, personnel management, purchasing, centrali method for distributing these indirect costs to programs is referred to as the
TOTAL FIRST 5 FUNDING:		\$668,104

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum reimbursable amount over the life of this Contract is **\$2,700,000.00** 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.

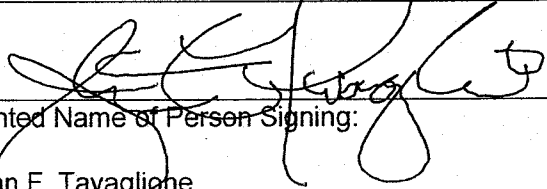
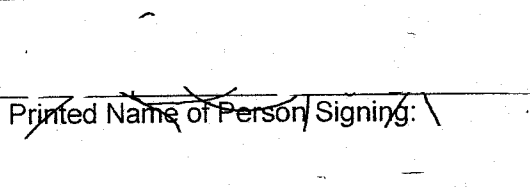

**COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC HEALTH
 CONTRACT**

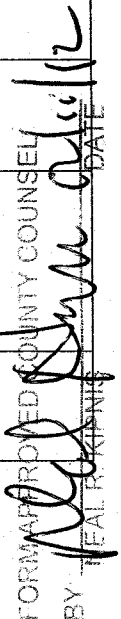
COUNTY AWARD: 03-016
 CONTRACTOR: Riverside County Child Care Consortium
 CONTRACT TERM: 07/01/12 – 06/30/16
 MAXIMUM REIMBURSABLE AMOUNT: \$400,000.00

The CONTRACTOR designated above is hereby awarded funds in an amount not to exceed the amount listed above.

Compensation: The maximum reimbursable amount over the life of the Contract is **\$400,000.00** as awarded by the County of Riverside Department of Public Health (COUNTY), 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, COUNTY and CONTRACTOR have executed this Contract.

Authorized Signature for County of Riverside Board of Supervisors:	Authorized Signature for CONTRACTOR:
	
Printed Name of Person Signing: John F. Tavaglione	Printed Name of Person Signing: KECK HAPPER-HEM
Title: Board of Supervisors, Chairman	Title: DEPUTY
Address: 4080 Lemon Street - 4th Floor Riverside, California 92501	Address: ATTEST: KECK HAPPER-HEM, Clerk BY  DEPUTY
Date: DEC 18 2012	Date: DEC 18 2012

FORM APPROVED COUNTY COUNSEL
 BY  DATE

DEC 18 2012 3.104

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC HEALTH

CONTRACT TERMS AND CONDITIONS

Contents

1.	NOTICES	4
2.	SOURCE AND SCOPE OF CONTRACT	4
3.	DEFINITIONS	4
4.	TERM	5
5.	COMPLIANCE, DISALLOWANCE, WITHHOLDING	5
6.	TERMINATION	5
7.	REQUIREMENT OF SUPPLEMENTING PROGRAM	6
8.	DATA MANAGEMENT	6
9.	SCOPE OF WORK (SOW)	6
10.	REIMBURSEMENT OF COSTS	7
11.	FISCAL AND PROGRAM REPORTING REQUIREMENTS	7
12.	REIMBURSEMENT OF FUNDS TO THE COMMISSION	9
13.	RCCFC FISCAL REQUIREMENTS	9
	A. Budget Adjustments	9
	B. Budget Revisions	9
	C. Amendments	9
	D. Cost Allocation	10
	E. Overhead/Indirect Costs	10
	F. Revenues Received	10
	G. Payroll Taxes	11
14.	CONTRACTOR AUDIT REQUIREMENTS	11
15.	CAPITALIZED EQUIPMENT	11
16.	TOBACCO CONTROL POLICY	12
17.	CONDUCT OF BUSINESS	12
18.	RECORDS MANAGEMENT AND MAINTENANCE	13
19.	PUBLIC DISCLOSURE OF DOCUMENTS	13
20.	INSPECTIONS, PROGRAM MONITORING AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION	14
21.	GOVERNING LAW AND VENUE	14
22.	CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES	14
23.	PUBLICITY AND ATTRIBUTION REQUIREMENTS	15
24.	PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY	16
25.	WORK PRODUCT	16
26.	NON-DISCRIMINATION	16
27.	INDEPENDENT CONTRACTOR	16
28.	HOLD HARMLESS/INDEMNIFICATION	16
29.	INSURANCE	17
30.	ASSIGNMENT	20
31.	ALTERATION AND/OR AMENDMENT	20
32.	CONFLICT OF INTEREST	20
33.	WAIVER AND SEVERABILITY	20
34.	DISALLOWANCE	20
35.	OFFICIAL DOCUMENTS	20
36.	ENTIRE CONTRACT	20
37.	NONEXCLUSIVE CONTRACT	21
38.	CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT	21
39.	COMPLIANCE WITH LAW	21

40. CONFLICTS IN INTERPRETATION	21
ATTACHMENT A: SCOPE OF WORK	22
ATTACHMENT B: BUDGET	24
ATTACHMENT C: PAYMENT PROVISIONS	28
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY	Error! Bookmark not defined.

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:

COUNTY:

Laurie Haessly, P.H. Program Director
4065 County Circle Dr.
Riverside, California 92503

CONTRACTOR:

Riverside County Child Care Consortium
Deborah Clark-Crews
21250 Box Springs Road, Suite 111
Moreno Valley, CA 92557

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 COUNTY 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 COUNTY as stated below:

Contractor: The government or other legal entity to which a contract is awarded and which shall be accountable to the COUNTY for the use of funds provided.

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

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

Fiscal Year: The COUNTY'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 COUNTY staff and a report to the COUNTY 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 July 1, 2012 through June 30, 2016 unless sooner terminated by the provisions herein by either party. Funds shall not be automatically renewed by the COUNTY upon or after the term of the Contract except by formal amendment approved by the COUNTY.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

If CONTRACTOR fails to comply with any conditions contained within this Contract, the COUNTY 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 COUNTY 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 director or other lead staff authorized by the CONTRACTOR's governing board or ownership within twenty (20) working days.

6. TERMINATION

A. By COUNTY: The COUNTY 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 COUNTY may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COUNTY provides CONTRACTOR the opportunity to cure breach within twenty (20) days of receipt of notice, and CONTRACTOR does so to COUNTY's satisfaction.

b. Due to Health and Safety Concerns of Clients. The COUNTY may immediately terminate this Contract, at the sole discretion of the COUNTY 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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY.

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 COUNTY 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 provide the COUNTY monthly reporting documentation. Documentation shall include, but is not limited to, monthly documentation of program and financial data, submission of quarterly and annual Program Progress Reports.

9. SCOPE OF WORK (SOW)

A. CONTRACTOR will be required to submit and adhere to a Scope of Work approved by the COUNTY. 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 15th of each Fiscal Year. Requests for these types of SOW adjustments must be submitted to the COUNTY office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COUNTY personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the 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 15th of each Fiscal Year. SOW revisions shall be submitted to the Director, or designee, via the COUNTY's program coordinator assigned to the CONTRACTOR. The Director, or designee, will respond to the proposed request for SOW revisions within forty-five (45) calendar days after receipt at the COUNTY office. Final approval of any proposed revisions to the SOW shall require the written approval of the Director or designee. All changes will be incorporated into the Contract and shall become effective on the date of written approval from the Director and/or the COUNTY.

- C. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COUNTY 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 COUNTY 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 COUNTY 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 COUNTY. The COUNTY 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 by the COUNTY into the Data Management System on a monthly basis and input must be completed by the 20th of the month following contract performance. CONTRACTOR will be required to submit a monthly invoice by the 15 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 COUNTY staff and adjusted by the COUNTY 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 15 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 COUNTY's program coordinator 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 15th of each year. All reimbursement cost not submitted by July 15th of each year will be disallowed.

COUNTY 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

CONTRACTOR must report program data to COUNTY by the 15th of each month for the prior 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 COUNTY within thirty (20) calendar days after the end of the quarter. Any changes that occur with program data input must be reported to COUNTY staff and adjusted by COUNTY 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 15 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 COUNTY's program specialist assigned to the CONTRACTOR.

Quarterly Program Reporting due dates for each Contract period:

- QUARTER 1 ending September 30: Report Due October 15
- QUARTER 2 ending December 31: Report Due January 15
- QUARTER 3 ending March 31: Report Due April 15
- QUARTER 4 ending June 30: Report Due July 15 (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 COUNTY

If CONTRACTOR has been overpaid in the previous fiscal year, the COUNTY 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 COUNTY, upon request of the COUNTY, where such funds as determined by the COUNTY are not, or have not been utilized by CONTRACTOR for their purpose as intended by the COUNTY. The terms and conditions of reimbursement shall be at the sole discretion of the COUNTY. This provision is not terminated upon termination of this Contract.

13. COUNTY 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 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 COUNTY's program coordinator 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 the Director, or designee. Budget adjustments will not change the total Contract amount and additional line items are not to be included. Failure of the COUNTY to discover or object to any unsatisfactory quarterly fiscal reports prior to payment will not constitute a waiver of the COUNTY'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 Director, or designee, will accept proposed budget revisions along with written justification from CONTRACTOR through March 15th 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 the Director, or designee. The Director, or designee, will respond to budget revisions within thirty (30) calendar days after receipt at the COUNTY office.

C. Amendments

Necessity for budget amendments to this Contract will be determined by the 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 Director acting on behalf of the COUNTY, as provided herein, before they are effective. Major budget amendments, as determined by the Director, in consultation with COUNTY legal counsel, will

require formal approval of the COUNTY. Contract budget amendments will be considered until March 15th 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 COUNTY 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 COUNTY 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 COUNTY to a subcontractor and the COUNTY 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. COUNTY 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 COUNTY) 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 COUNTY shall not be directly responsible for the payment of any taxes on the CONTRACTOR's behalf. In the event that the COUNTY is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the COUNTY 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 COUNTY 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 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 COUNTY has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COUNTY 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 COUNTY Inventory Record Form. This record must be submitted within 45 days of purchase to the COUNTY's program coordinator assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be made available as requested during the COUNTY 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. 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 COUNTY funded activities. The Comprehensive Tobacco Control Policy is set forth as Attachment D hereto.

17. 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 COUNTY 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 COUNTY Director (or designee) in writing within 72 hours of a change of key personnel funded under this Contract.
- F. CONTRACTOR shall notify the COUNTY 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 COUNTY 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 COUNTY upon the filing of any action of bankruptcy.
- I. CONTRACTOR shall immediately notify the COUNTY 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 COUNTY is not a party to such litigation.

- J. CONTRACTOR shall immediately notify the COUNTY 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.

18. RECORDS MANAGEMENT AND MAINTENANCE

- A. The CONTRACTOR shall make reports to the COUNTY in the required format and containing information as may be required by the COUNTY.
- B. The CONTRACTOR shall also provide additional reports or information if required by First 5 or the COUNTY and was not reasonably anticipated at the time the Contract was entered into.
- C. CONTRACTOR shall provide the COUNTY WITH all data required on a monthly basis by the 15th of the month following the end of the reporting period **and** submit quarterly reports within fifteen (15) 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.

19. PUBLIC DISCLOSURE OF DOCUMENTS

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

20. INSPECTIONS, PROGRAM MONITORING AND CONTRACT ADMINISTRATIVE REVIEW BY COUNTY

- A. COUNTY 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 COUNTY 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.

21. 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.

22. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

- A. The COUNTY holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COUNTY 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 COUNTY 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 COUNTY Director, or designee.

- C. Any and all subcontractor(s) shall conform to all requirements of the COUNTY and any Contract between the CONTRACTOR and the COUNTY. 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 COUNTY within thirty (30) calendar days from the start date of the document.

23. PUBLICITY AND ATTRIBUTION REQUIREMENTS

- A. CONTRACTOR shall include the following acknowledgment of the COUNTY and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COUNTY 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 COUNTY"

"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 COUNTY"

"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 COUNTY's program coordinator 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 COUNTY 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 COUNTY public web site (www.rccfc.org)
- D. CONTRACTOR shall provide the COUNTY staff/program coordinator a copy of all public information/relation products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) days before public release is scheduled.

- E. The COUNTY's program coordinator shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COUNTY policies. Policies will be available on the COUNTY public website (www.rccfc.org) and/or the First 5 Riverside Data Management System.

24. 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 COUNTY. 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.

25. WORK PRODUCT

- A. The COUNTY 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 COUNTY.
- 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 COUNTY. The COUNTY 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.

26. 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, and Section 8107 et seq. and further agrees to include this Non-Discrimination clause in any and all subcontracts to perform services under this Contract.

27. 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 COUNTY. The CONTRACTOR, nor CONTRACTOR's officers, agents, employees or subcontractors, shall not be entitled to any COUNTY paid employee benefits, including Workers' Compensation.

28. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the COUNTY, 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 Indemnities(s) 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 Indemnities 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 Indemnities 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 Indemnities 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 Indemnities to the fullest extent allowed by law.

- A. Where CONTRACTOR is a public entity, as defined by applicable law, the COUNTY and CONTRACTOR, to the extent that liability may be imposed on the COUNTY 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 COUNTY 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 COUNTY 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 COUNTY for all federal/state withholding or state retirement payments, which the COUNTY 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 COUNTY in carrying out the terms of the Contract, such indemnification shall be paid in full to the COUNTY upon sixty (60) calendar days written notice to CONTRACTOR if a federal and/or state determination is made that such payment is required.

29. 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 Insured's. 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 Insured's.

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 Director, or designee, in consultation with the COUNTY's Risk Manager, may adjust the insurance requirements set forth herein as deemed necessary for the Contract, and/or may waive insurance requirements where not applicable to the Contract. Insurance

endorsements shall be submitted to the COUNTY upon submission of the fully executed Contract, but no later than when contract work commences.

30. ASSIGNMENT

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

31. 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 Director of the COUNTY, acting on behalf of the COUNTY, may alter or revise this Contract on behalf of the COUNTY. Material alterations and/or amendments, as determined by the Director in consultation with COUNTY legal counsel, will require formal approval of the COUNTY. Except as provided herein, the parties expressly recognized that individual COUNTY members, advisory committee members, or staff to the COUNTY is without authorization to either change or waive any material requirements of this Contract without formal action of the COUNTY.

32. 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.

33. WAIVER AND SEVERABILITY

Any waiver by the COUNTY 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.

34. 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 COUNTY upon request. The COUNTY 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 COUNTY.

35. OFFICIAL DOCUMENTS

Upon the Contract approval by the COUNTY, 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.

36. 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.

37. NONEXCLUSIVE CONTRACT

CONTRACTOR understands that this is not an exclusive Contract and that the COUNTY 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 COUNTY desires, and at the sole discretion of the COUNTY.

38. 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.

39. 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 COUNTY is 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 COUNTY.

40. 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

The NAP-SACC coalition is comprised of the County of Riverside County Department of Public Health (CRDOPH) Nutrition Services and Health Promotion Branch as the lead agency and two subcontractors, Riverside County Child Care Consortium (RCCCC) and the University of California, Riverside (UCR).

RCCCC will work closely with RCDOPH to provide the following portions of the scope of work:

1. Provide countywide mailings to centers and family child care homes using their extensive relationships with child care centers and family child care home, to invite Childcare providers to participate in the NAP-SACC training.
2. Purchase and distribute incentives items for participants who complete NAP-SACC training and workshops, such as
 - a. Age appropriate books about health and nutrition for early literacy activities,
 - b. Developmentally appropriate cooking and food items for drama centers at programs, etc.
3. Establish the Nutrition Advocacy Roundtable in conjunction with the Local Planning Council and the 4 Child Care Councils meetings.
4. Recruit volunteers from the 4 Child Care Councils and the LPC for volunteers to participate in the Roundtable (estimated number of contacts 150- 200 people)
5. Contact nationally accredited center administrators and family child care providers to participate as members of Nutritional Advocacy Round Table.
6. Providing an article on the RCCCC website about Round Table asking for community participation.
7. Ensure representation from all geographic areas of Riverside County on the Nutrition Advocacy Roundtable. Membership will be limited to 20-25 members. Roundtable participation forms will be distributed and reviewed by RCCCC and DOPH to ensure equitable representation.
8. Facilitate monthly meetings with Roundtable members. Initial meetings will review the F5R healthy nutrition and physical activity identified goals and outcomes; and plan community interactions to ensure that the goals and outcomes are being met through project.
9. Ensure representation on Roundtable to include, but not limited to, representatives from seven (7) community colleges; private and public child care centers; family child care home providers; community agencies including Family Service Association, Coachella Valley Association of Governments, West Ed, Riverside County Office of Education, Arrowhead Association for the Education of Young Children and the Riverside County Local Planning Council.
10. Work with Riverside County Nutrition Action Plan and Joint Health Coalition to implement policy changes:
 - a. Participate in the Advocacy/Public Policy Committee of each group and include health and nutrition legislative updates as part of meeting agendas
11. Assist DOPH Nutrition Services in developing long term sustainability strategies
 - a. Ongoing nutrition education for family child care providers and center staff with the support of community colleges; family child care provider associations and

networks; Riverside County Office of Education, UC Davis program for family child care training, etc.

- b. Nutritional tips and ideas posted on the RCCCC website monthly
- c. Continue Nutrition Advocacy Roundtable as a subcommittee of the RCCCC to ensure ongoing nutrition activities are part of the Early Care and Education field.

ATTACHMENT B: BUDGET

		YEAR 1		
		July 1, 2012 through June 30, 3012		
Budget Line Item				Total
1. Personnel				\$ 70,446
	Salaries & Wages	\$	57,738	
	Fringe Benefits	\$	12,708	
2. Operating Expense				\$ 29,554
3. Subcontractors				\$ -
4. Capital Expenditures				\$ -
5. Indirect				\$ -
	TOTAL			\$ 100,000

ATTACHMENT B: BUDGET

		YEAR 2		
		July 1, 2013 through June 30, 3014		
Budget Line Item				Total
1. Personnel				\$ 70,446
	Salaries & Wages	\$	57,738	
	Fringe Benefits	\$	12,708	
2. Operating Expense				\$ 29,554
3. Subcontractors				\$ -
4. Capital Expenditures				\$ -
5. Indirect				\$ -
	TOTAL			\$ 100,000

ATTACHMENT B: BUDGET

		YEAR 3	
		July 1, 2014 through June 30, 2015	
Budget Line Item			
		Total	
1. Personnel		\$ 70,446	
	Salaries & Wages	\$ 57,738	
	Fringe Benefits	\$ 12,708	
2. Operating Expense		\$ 29,554	
3. Subcontractors		\$ -	
4. Capital Expenditures		\$ -	
5. Indirect		\$ -	
TOTAL		\$ 100,000	

ATTACHMENT B: BUDGET

		YEAR 4	
		July 1, 2015 through June 30, 2016	
Budget Line Item			Total
1. Personnel			\$ 70,446
	Salaries & Wages	\$ 57,738	
	Fringe Benefits	\$ 12,708	
2. Operating Expense			\$ 29,554
3. Subcontractors			\$ -
4. Capital Expenditures			\$ -
5. Indirect			\$ -
	TOTAL		\$ 100,000

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum reimbursable amount over the life of this Contract is \$400,000.00 as awarded by the COUNTY, provided pursuant to Proposition 10 funding.

CONTRACT PERIOD: July 1, 2012 – June 30, 2016

1. CONTRACTOR shall be paid on a cost reimbursement basis and is limited to the obligations and expenditures specified in the Subcontractor Budget Justification, hereto attached as Attachment B. Reimbursement to the CONTRACTOR shall be contingent upon the submission by the CONTRACTOR, and approval by the COUNTY, of an invoice.
2. Contract shall submit monthly invoices by the 15th of the following month to pay prior month expenditures. CONTRACTOR shall submit a final undisputed invoice by July 15th for the Fiscal Year ending June 30th. Expenditures made after June 30th will not be accepted.

Invoices shall:

- a. Be prepared on company letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Contract.
- b. Bear the CONTRACTOR'S name as shown on the Contract.
- c. Identify the billing and/or performance period covered by the invoice.
- d. Itemize costs for the billing in the same or greater level of detail as indicated in the Contract. Subject to the terms of the Contract, reimbursement may only be sought for those costs and/or categories expressly identified as allowable in this Contract and approved by the COUNTY.

Invoices must be submitted to:

County of Riverside Department of Public Health
Attn: Nora Ward
Nutrition Services, Room 207
4065 County Circle Drive
Riverside, CA 92503

**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 COUNTY:

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

CLERK'S COPY

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

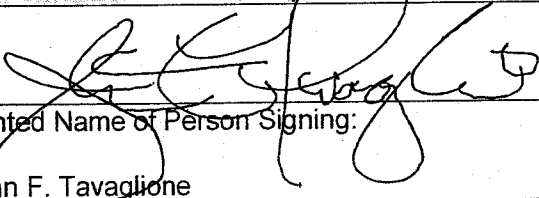
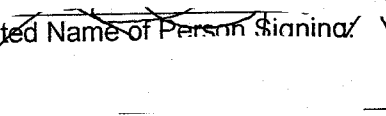
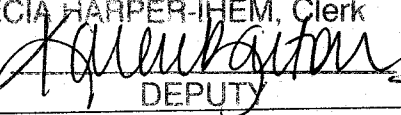
**COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC HEALTH
 CONTRACT**

COUNTY AWARD: 13-015
 CONTRACTOR: University of California, Riverside
 CONTRACT TERM: 07/01/12 – 06/30/16
 MAXIMUM REIMBURSABLE AMOUNT: \$300,000.00

The CONTRACTOR designated above is hereby awarded funds in an amount not to exceed the amount listed above.

Compensation: The maximum reimbursable amount over the life of the Contract is **\$300,000.00** as awarded by the County of Riverside Department of Public Health (COUNTY), 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, COUNTY and CONTRACTOR have executed this Contract.

Authorized Signature for County of Riverside Board of Supervisors:	Authorized Signature for CONTRACTOR:
	
Printed Name of Person Signing: John F. Tavaglione	Printed Name of Person Signing: \
Title: Board of Supervisors, Chairman	Title:
Address: 4080 Lemon Street - 4th Floor Riverside, California 92501	Address: ATTEST KECIA HARPER-IHEM, Clerk By:  DEPUTY
Date:	Date:

FORM APPROVED COUNTY COUNSEL
 BY:  NEAL P. KIPNIS
 DATE: 12/18/12

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC HEALTH

CONTRACT TERMS AND CONDITIONS

Contents

1.	NOTICES.....	4
2.	SOURCE AND SCOPE OF CONTRACT.....	4
3.	DEFINITIONS.....	4
4.	TERM.....	5
5.	COMPLIANCE, DISALLOWANCE, WITHHOLDING.....	5
6.	TERMINATION.....	5
7.	REQUIREMENT OF SUPPLEMENTING PROGRAM.....	6
8.	DATA MANAGEMENT.....	6
9.	SCOPE OF WORK (SOW).....	6
10.	REIMBURSEMENT OF COSTS.....	7
11.	FISCAL AND PROGRAM REPORTING REQUIREMENTS.....	7
12.	REIMBURSEMENT OF FUNDS TO THE COMMISSION.....	9
13.	RCCFC FISCAL REQUIREMENTS.....	9
	A. Budget Adjustments.....	9
	B. Budget Revisions.....	9
	C. Amendments.....	9
	D. Cost Allocation.....	10
	E. Overhead/Indirect Costs.....	10
	F. Revenues Received.....	10
	G. Payroll Taxes.....	11
14.	CONTRACTOR AUDIT REQUIREMENTS.....	11
15.	CAPITALIZED EQUIPMENT.....	11
16.	TOBACCO CONTROL POLICY.....	12
17.	CONDUCT OF BUSINESS.....	12
18.	RECORDS MANAGEMENT AND MAINTENANCE.....	13
19.	PUBLIC DISCLOSURE OF DOCUMENTS.....	13
20.	INSPECTIONS, PROGRAM MONITORING AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION.....	14
21.	GOVERNING LAW AND VENUE.....	14
22.	CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES.....	14
23.	PUBLICITY AND ATTRIBUTION REQUIREMENTS.....	15
24.	PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY.....	16
25.	WORK PRODUCT.....	16
26.	NON-DISCRIMINATION.....	16
27.	INDEPENDENT CONTRACTOR.....	16
28.	HOLD HARMLESS/INDEMNIFICATION.....	16
29.	INSURANCE.....	17
30.	ASSIGNMENT.....	20
31.	ALTERATION AND/OR AMENDMENT.....	20
32.	CONFLICT OF INTEREST.....	20
33.	WAIVER AND SEVERABILITY.....	20
34.	DISALLOWANCE.....	20
35.	OFFICIAL DOCUMENTS.....	20
36.	ENTIRE CONTRACT.....	20
37.	NONEXCLUSIVE CONTRACT.....	21
38.	CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT.....	21
39.	COMPLIANCE WITH LAW.....	21

40. CONFLICTS IN INTERPRETATION21
ATTACHMENT A: SCOPE OF WORK22
ATTACHMENT B: BUDGET23
ATTACHMENT C: PAYMENT PROVISIONS.....24
ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY..... **Error! Bookmark not defined.**

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:

COUNTY:

Laurie Haessly, P.H. Program Director
4065 County Circle Dr.
Riverside, California 92503

CONTRACTOR:

University of California, Riverside
TBD
1200 University Ave. Suite 345
Riverside, CA 92507

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 COUNTY 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 COUNTY as stated below:

Contractor: The government or other legal entity to which a contract is awarded and which shall be accountable to the COUNTY for the use of funds provided.

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

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

Fiscal Year: The COUNTY'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 COUNTY staff and a report to the COUNTY 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 July 1, 2012 through June 30, 2016 unless sooner terminated by the provisions herein by either party. Funds shall not be automatically renewed by the COUNTY upon or after the term of the Contract except by formal amendment approved by the COUNTY.

5. **COMPLIANCE, DISALLOWANCE, WITHHOLDING**

If CONTRACTOR fails to comply with any conditions contained within this Contract, the COUNTY 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 COUNTY 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 director or other lead staff authorized by the CONTRACTOR's governing board or ownership within twenty (20) working days.

6. **TERMINATION**

A. **By COUNTY:** The COUNTY 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 COUNTY may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COUNTY provides CONTRACTOR the opportunity to cure breach within twenty (20) days of receipt of notice, and CONTRACTOR does so to COUNTY's satisfaction.

b. Due to Health and Safety Concerns of Clients. The COUNTY may immediately terminate this Contract, at the sole discretion of the COUNTY 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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY.

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 COUNTY endorses the California Children and Families Commissions'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 provide the COUNTY monthly reporting documentation. Documentation shall include, but is not limited to, monthly documentation of program and financial data, submission of quarterly and annual Program Progress Reports.

9. SCOPE OF WORK (SOW)

A. CONTRACTOR will be required to submit and adhere to a Scope of Work approved by the COUNTY. 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 15st of each Fiscal Year. Requests for these types of SOW adjustments must be submitted to the COUNTY office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COUNTY personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the 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 15st of each Fiscal Year. SOW revisions shall be submitted to the Director, or designee, via the COUNTY's program coordinator assigned to the CONTRACTOR. The Director, or designee, will respond to the proposed request for SOW revisions within forty-five (45) calendar days after receipt at the COUNTY office. Final approval of any proposed revisions to the SOW shall require the written approval of the Director or designee. All changes will be incorporated into the Contract and shall become effective on the date of written approval from the Director and/or the COUNTY.

- C. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COUNTY 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 COUNTY 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 COUNTY 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 COUNTY. The COUNTY 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 by the COUNTY into the Data Management System on a monthly basis and input must be completed by the 20th of the month following contract performance. CONTRACTOR will be required to submit a monthly invoice by the 15 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 COUNTY staff and adjusted by the COUNTY 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 15 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 COUNTY's program coordinator 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 15th of each year. All reimbursement cost not submitted by July 15th of each year will be disallowed.

COUNTY 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

CONTRACTOR must report program data to COUNTY by the 15th of each month for the prior 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 COUNTY within thirty (20) calendar days after the end of the quarter. Any changes that occur with program data input must be reported to COUNTY staff and adjusted by COUNTY 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 15 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 COUNTY's program specialist assigned to the CONTRACTOR.

Quarterly Program Reporting due dates for each Contract period:

- QUARTER 1 ending September 30: Report Due October 15
- QUARTER 2 ending December 31: Report Due January 15
- QUARTER 3 ending March 31: Report Due April 15
- QUARTER 4 ending June 30: Report Due July 15 (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 COUNTY

If CONTRACTOR has been overpaid in the previous fiscal year, the COUNTY 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 COUNTY, upon request of the COUNTY, where such funds as determined by the COUNTY are not, or have not been utilized by CONTRACTOR for their purpose as intended by the COUNTY. The terms and conditions of reimbursement shall be at the sole discretion of the COUNTY. This provision is not terminated upon termination of this Contract.

13. COUNTY 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 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 COUNTY's program coordinator 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 the Director, or designee. Budget adjustments will not change the total Contract amount and additional line items are **not** to be included. Failure of the COUNTY to discover or object to any unsatisfactory quarterly fiscal reports prior to payment will not constitute a waiver of the COUNTY'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 Director, or designee, will accept proposed budget revisions along with written justification from CONTRACTOR through March 15th 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 the Director, or designee. The Director, or designee, will respond to budget revisions within thirty (30) calendar days after receipt at the COUNTY office.

C. Amendments

Necessity for budget amendments to this Contract will be determined by the 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 Director acting on behalf of the COUNTY, as provided herein, before they are effective. Major budget amendments, as determined by the Director, in consultation with COUNTY legal counsel, will

require formal approval of the COUNTY. Contract budget amendments will be considered until March 15th 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 COUNTY 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 COUNTY 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 COUNTY to a subcontractor and the COUNTY 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. COUNTY 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 COUNTY) 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 COUNTY shall not be directly responsible for the payment of any taxes on the CONTRACTOR's behalf. In the event that the COUNTY is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the COUNTY 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 COUNTY 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 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 COUNTY has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COUNTY 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 COUNTY Inventory Record Form. This record must be submitted within 45 days of purchase to the COUNTY's program coordinator assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be made available as requested during the COUNTY 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. 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 COUNTY funded activities. The Comprehensive Tobacco Control Policy is set forth as Attachment D hereto.

17. 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 COUNTY 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 COUNTY Director (or designee) in writing within 72 hours of a change of key personnel funded under this Contract.
- F. CONTRACTOR shall notify the COUNTY 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 COUNTY 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 COUNTY upon the filing of any action of bankruptcy.
- I. CONTRACTOR shall immediately notify the COUNTY 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 COUNTY is not a party to such litigation.

- J. CONTRACTOR shall immediately notify the COUNTY 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.

18. RECORDS MANAGEMENT AND MAINTENANCE

- A. The CONTRACTOR shall make reports to the COUNTY in the required format and containing information as may be required by the COUNTY.
- B. The CONTRACTOR shall also provide additional reports or information if required by First 5 or the COUNTY and was not reasonably anticipated at the time the Contract was entered into.
- C. CONTRACTOR shall provide the COUNTY WITH all data required on a monthly basis by the 15th of the month following the end of the reporting period **and** submit quarterly reports within fifteen (15) 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.

19. PUBLIC DISCLOSURE OF DOCUMENTS

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

20. INSPECTIONS, PROGRAM MONITORING AND CONTRACT ADMINISTRATIVE REVIEW BY COUNTY

- A. COUNTY 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 COUNTY 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.

21. 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.

22. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

- A. The COUNTY holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COUNTY 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 COUNTY 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 COUNTY Director, or designee.

- C. Any and all subcontractor(s) shall conform to all requirements of the COUNTY and any Contract between the CONTRACTOR and the COUNTY. 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 COUNTY within thirty (30) calendar days from the start date of the document.

23. PUBLICITY AND ATTRIBUTION REQUIREMENTS

- A. CONTRACTOR shall include the following acknowledgment of the COUNTY and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COUNTY 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 COUNTY"

"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 COUNTY"

"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 COUNTY's program coordinator 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 COUNTY 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 COUNTY public web site (www.rccfc.org)
- D. CONTRACTOR shall provide the COUNTY staff/program coordinator 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 COUNTY's program coordinator shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COUNTY policies. Policies will be available on the COUNTY public website (www.rccfc.org) and/or the First 5 Riverside Data Management System.

24. 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 COUNTY. 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.

25. WORK PRODUCT

- A. The COUNTY 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 COUNTY.
- 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 COUNTY. The COUNTY 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.

26. 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.

27. 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 COUNTY. The CONTRACTOR, nor CONTRACTOR's officers, agents, employees or subcontractors, shall not be entitled to any COUNTY paid employee benefits, including Workers' Compensation.

28. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the COUNTY, 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 COUNTY and CONTRACTOR, to the extent that liability may be imposed on the COUNTY 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 COUNTY 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 COUNTY 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 COUNTY for all federal/state withholding or state retirement payments, which the COUNTY 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 COUNTY in carrying out the terms of the Contract, such indemnification shall be paid in full to the COUNTY upon sixty (60) calendar days written notice to CONTRACTOR if a federal and/or state determination is made that such payment is required.

29. 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 Director, or designee, in consultation with the COUNTY's Risk Manager, may adjust the insurance requirements set forth herein as deemed necessary for the Contract, and/or may waive insurance requirements where not applicable to the Contract. Insurance

endorsements shall be submitted to the COUNTY upon submission of the fully executed Contract, but no later than when contract work commences.

30. ASSIGNMENT

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

31. 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 Director of the COUNTY, acting on behalf of the COUNTY, may alter or revise this Contract on behalf of the COUNTY. Material alterations and/or amendments, as determined by the Director in consultation with COUNTY legal counsel, will require formal approval of the COUNTY. Except as provided herein, the parties expressly recognized that individual COUNTY members, advisory committee members, or staff to the COUNTY is without authorization to either change or waive any material requirements of this Contract without formal action of the COUNTY.

32. 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.

33. WAIVER AND SEVERABILITY

Any waiver by the COUNTY 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.

34. 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 COUNTY upon request. The COUNTY 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 COUNTY.

35. OFFICIAL DOCUMENTS

Upon the Contract approval by the COUNTY, 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.

36. 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.

37. NONEXCLUSIVE CONTRACT

CONTRACTOR understands that this is not an exclusive Contract and that the COUNTY 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 COUNTY desires, and at the sole discretion of the COUNTY.

38. 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.

39. 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 COUNTY 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 COUNTY.

40. 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

The NAP-SACC coalition is comprised of the County of Riverside County Department of Public Health (CRDOPH) Nutrition Services and Health Promotion Branch as the lead agency and two subcontractors, Riverside County Child Care Consortium (RCCCC) and the University of California, Riverside (UCR).

UCR will work closely with CRDOPH to provide the following portions of the scope of work:

- A. Train Riverside County Early Care and Education Professionals and parents in the *Nutrition and Physical Activity Self-Assessment for Child Care Program Services (NAP SACC) Program*.
- B. UCR Extension's Early Childhood Program will partner with community and faith-based agencies, and local area child care facilities in the implementation and delivery of the *NAP SACC for Riverside Program*.
- C. Recruit new child development students, parents and early care professionals, including teachers and caregivers working in licensed and licensed-exempt settings to learn the NAP-SACC program.
- D. Providing training and on-site support for staff implementing the NAP-SACC program with children with disabilities
- F. Organize college credit or unit bearing workshops and training following the NAP-SACC Core Components.
- G. Providing training and on-site support for parents and family child care providers

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum reimbursable amount over the life of this Contract is \$300,000.00 as awarded by the COUNTY, provided pursuant to Proposition 10 funding.

CONTRACT PERIOD: July 1, 2012 – June 30, 2016

1. CONTRACTOR shall be paid on a cost reimbursement basis and is limited to the obligations and expenditures specified in the Subcontractor Budget Justification, hereto attached as Attachment B. Reimbursement to the CONTRACTOR shall be contingent upon the submission by the CONTRACTOR, and approval by the COUNTY, of an invoice.
2. Contract shall submit monthly invoices by the 15th of the following month to pay prior month expenditures. CONTRACTOR shall submit a final undisputed invoice by July 15th for the Fiscal Year ending June 30th. Expenditures made after June 30th will not be accepted.

Invoices shall:

- a. Be prepared on company letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Contract.
- b. Bear the CONTRACTOR'S name as shown on the Contract.
- c. Identify the billing and/or performance period covered by the invoice.
- d. Itemize costs for the billing in the same or greater level of detail as indicated in the Contract. Subject to the terms of the Contract, reimbursement may only be sought for those costs and/or categories expressly identified an allowable in this Contract and approved by the COUNTY.

Invoices must be submitted to:

County of Riverside Department of Public Health
Attn: Nora Ward
Room 207
4065 County Circle Drive
Riverside, CA 92503

**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 COUNTY:

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

Date: November 6, 2012
From: Susan Harrington Department/Agency: Department of Public Health
To: Board of Supervisors/Purchasing Agent
Via: Purchasing Agent
Subject: Sole Source Procurement; Request for NAP SACC provider/parent training

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: Authorization for the University of California, Riverside Comprehensive Approaches to Raising Education Standards (CARES) Plus program to train Riverside County Early Child Care and Education professionals and parents in the Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC) Program.

Supplier being requested: University of California, Riverside (UCR) Extension

Alternative suppliers that can or might be able to provide supply/service: UCR Extension CARES Plus trainers are authorized by child care licensing to provide continuing education for child care providers. Within Riverside County, there are no known CARES Plus trainers which are approved by the Riverside County Children and Families Commission (RCCFC). RCCFC wrote into our agreement a requirement to subcontract specifically with the University of California, Riverside. Due to their prior experience and currently providing continuing education to child care providers, it would be cost prohibitive to use another vendor.

Extent of market search conducted: Market research was conducted using the Internet and it was found that CARES Plus is authorized to provide continuing education credits for the NAP-SACC program.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: The Cares Plus staff at, the University of California Riverside, Extension are NAP SACC Certified trainers, who have been providing college credit and continuing education units to Riverside County child care providers for the past 35 years. Cares Plus incorporates a strong focus on outcomes and accountability as well as data tracking, for early care and education providers working in Riverside County. Two sources of documentation for licensed child care providers are the Riverside County Early Workforce Registry and F5 Riverside CARES Plus Database.

Reasons why my department requires these unique features and what benefit will accrue to the county: RCCFC and CARES Plus have extensive experience in providing education for working with care providers and providing scholarships for educational purposes. Currently CARES Plus is an essential partner since the CARES Plus database and the Early Learning Workforce Registry involves child care licensing, critical connections in the successful outcomes of NAP-SACC.

Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier: Total charges are not to exceed \$75,000 for FY 2012/2013, FY2013/2014, FY2014/2015 and FY2015/2016 for a total of \$300,000 for all four years. Pricing has been established based on the level of activity defined in the vendor's scope of work and as justified in a detail budget. Pricing is comparable to vendors performing similar types of services. This is 100% grant funded through RCCFC. UCR will be funded \$75,000 each year. Staff members from the CARES Plus assisted in the design and development of the RFP for NAP-SACC, using their knowledge of RCCFC and our goals and objectives and it would be cost prohibitive to use another vendor.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain). No, the County is not under any obligation to any future contractual arrangements with this service.

Period of Performance: July 1, 2012 through June 30, 2016

Not to exceed three hundred thousand dollars (\$300,000) for the period of performance of July 1, 2012 through June 30, 2016.

Sarah S Mack for SH 11/27/12
Department Head Signature Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

Not to exceed: \$ 75,000 One time Annual Amount through 6-30-2016

[Signature] 11-27-12 13-243
Purchasing Agent Date Approval Number
(Reference on Purchasing Documents)