

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

905



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
March 20, 2014

**SUBJECT:** Acceptance of Grant Award from Riverside County Children and Families Commission (RCCFC), also known as First 5 Riverside [All District; \$130,550]

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

1. Authorize the Chairman to accept on behalf of the Board, a \$130,550 grant award from RCCFC, First 5 Riverside to support and assist RCRMC in obtaining Baby Friendly designation; and
2. Authorize the Chairman to execute the Investment of Funds Agreement.

**BACKGROUND:**

**Summary**

Riverside County Children and Families Commission (RCCFC), First 5 Riverside has awarded Riverside County Regional Medical Center (RCRMC) grant funding in support of the Baby Friendly Program. The funds provided would allow the purchase of baby formula in addition; provide the opportunity for registered nurses to receive lactation and clinical education training, assisting RCRMC in obtaining Baby Friendly designation.

*Annette Greenwood*  
Annette Greenwood on behalf of  
Lowell Johnson, Interim CEO

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 64,025	\$ 66,525	\$ 130,550	\$ 0	Consent <input checked="" type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Riverside County Children and Families Commission (RCFC), First 5 Riverside  
**Budget Adjustment:** No  
 For Fiscal Year: FY2013/2014

**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 Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley  
 Nays: None  
 Absent: Tavaglione  
 Date: April 8, 2014  
 xc: RCRMC

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

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3-23

FORM APPROVED COUNTY COUNSEL  
 BY: *NEAL R. KIPNIS*  
 DATE: *3/24/14*  
 Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

**FORM 11: Acceptance of Grant Award from Riverside County Children and families Commission (RCCFC), also known as First 5 Riverside [All District; \$130,550]**

**DATE:** March 20, 2014

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary (continued)**

RCRMC is one of the major birthing hospitals in Riverside County, and is ready to enter into the final phase of the Baby Friendly Initiative. As a component of the program, Registered Nurses (RNs) new to the Maternal Child Department are to complete 16 – 20 hours online lactation education training and complete 4 hours of clinical time with a lactation consultant. Baby Friendly, USA requires hospitals to pay for all formula used in their facility for mothers who cannot breastfeed.

**Impact on Citizens and Businesses**

This service impacts the patients residing in Riverside County receiving care from Riverside County Regional Medical Center.

**Contract History and Price Reasonableness**

RCRMC's calculation for funds needed to purchase formula is based on the annual delivery rate of 2,500 births per year. Data indicates approximately 20% of mothers, with healthy babies, choose to bottle feed exclusively or formula supplement their baby at RCRMC, although physicians and nurses in the NICU encourage mothers to pump. However, it is common for NICU babies to use formula because it is difficult for mothers to pump breast milk when they are under stress.

One of the main tenants of Baby Friendly certification status is that the facility purchases formula at fair market value for all children admitted to the Maternal Child Department.

The initial grant payment of \$64,025 will be received in fiscal year 2013/2014 and the remaining \$66,525 would be dispersed for fiscal year 2014/2015.

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

2014 APR 15 AM 9:47  
CHILDREN AND FAMILIES COMMISSION

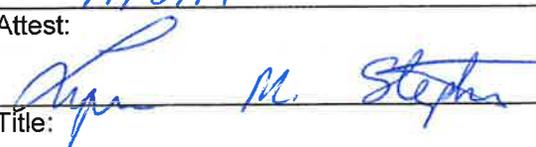
RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION  
CONTRACT  
INVESTMENT OF FUNDS  
2002 Iowa Avenue Suite 100  
Riverside, California 92507

RCCFC AWARD: 14114 OP  
CONTRACTOR: Riverside County Regional Medical Center  
CONTRACT TERM: 02/01/14 – 06/30/15  
MAXIMUM REIMBURSABLE AMOUNT: \$130,550.00

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 **\$130,550.00** 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: JEFF STONE
Title: Executive Director	Title: CHAIRMAN, BOARD OF SUPERVISORS
Address: 2002 Iowa Avenue, Suite 100 Riverside, CA 92507-2423	Address:
Date: 4/18/14	Date: ATTEST: KEOIA HARPER-IHEM, Clerk
Attest: 	Attest: By  DEPUTY
Title: Commission Secretary	Date: APR 08 2014

BY:   
NEAL R. KIPNIS DATE

2014-4-122429 APR 08 2014 3-23

**RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION**

**CONTRACT TERMS AND CONDITIONS**

## Contents

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

Followed by:

ATTACHMENT A: SCOPE OF WORK (FY 13/14)  
ATTACHMENT A-1: SCOPE OF WORK (FY 14/15)

ATTACHMENT B: BUDGET (FY 13/14)  
ATTACHMENT B-1: BUDGET (FY 14/15)

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, CA 92507

CONTRACTOR:

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

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.
- C. This Contract award is designated for an investment of funds to provide Health, Education or Child Care services in accordance with the current Commission Strategic Plan. Services are to be provided to benefit children 0 through 5 years of age (may also be abbreviated as "0-5") who reside in Riverside County.

**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 February 1, 2014 through June 30, 2015 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 31<sup>st</sup> 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 31<sup>st</sup> 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 2<sup>nd</sup> quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

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

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

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due July 20. All reimbursement cost not submitted by July 20 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 2<sup>nd</sup> quarter (December 30, as reported in the January 30 report). **A**

**change in contract staff, or other difficulties, does not absolve the CONTRACTOR from this monthly program data input and quarterly Program reporting responsibility.**

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

Quarterly Program Reporting due dates for each Contract period:

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

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 30<sup>th</sup> 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 31<sup>st</sup> 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 31<sup>st</sup> 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 audited financial statements will cover the CONTRACTOR's fiscal year and will include a statement of internal controls over financial reporting. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.
- B. Audited financial statements 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. If the audited financial statements are not received on or before the required due date and an extension has not been granted, the audited financial statements shall be considered delinquent and immediate corrective action is required. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the Commission has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all Commission costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

#### **15. INVENTORIABLE EQUIPMENT**

- A. Inventoriable equipment includes equipment/fixed assets with a unit cost of \$1000 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 \$1,000 or more. Inventoriable 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 for children 0 through 5 years of age.
  
- B. 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 staff site 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.
  
- C. Any remaining non-inventoriable items, material and supplies with a value of less than \$1000 will be used for children ages 0 through 5 years of age by a program serving this population, or returned to the Commission. If Contractor is no longer serving this population, all remaining items will be returned to First 5 Riverside within 30 days of the program ceasing operations.

#### **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 Attachment A, Scope of Work for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in Attachment A, Scope of Work; 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, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of the this Contract. This provision 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**

**CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in a Termination of Contract.**

- 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) verbally and in writing their intent to cease operations of the facility or program within sixty (60), but no less than 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. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on

which the work of the project is based. This includes, but is not limited to the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

- F. CONTRACTOR shall notify the Commission Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR's ability to perform required services and/or meet material 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 Executive Director 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 promptly submit to Commission Executive Director a copy of the response sent to the governing entity.
- H. CONTRACTOR shall immediately notify the Commission upon the intent to file or 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 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. Any and all subcontractor(s) shall conform to all requirements of the Commission and any Contract between the CONTRACTOR and the Commission.
- C. The Contractor shall not enter into any subcontract with any subcontractor who:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
  2. has within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
  4. within a 3-year period preceding this Contract, has had one or more public transactions (Federal, State, or local) terminated for cause or default.
- D. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- E. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- F. Nothing contained in this contract shall create any contractual relationship between any subcontractor and 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.

#### **24. PUBLICITY AND ATTRIBUTION REQUIREMENTS**

- A.** Upon signing this Contract, CONTRACTOR shall publicize their funded program and partnership with the Commission by creating a press release to be distributed to local media outlets. The press release shall be sent to First 5 Riverside for review and approval within 14 days of signing of Contract. No later than 5 days after the press release is reviewed and approved by First 5 Riverside, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact Commission public information specialist.
- B.** CONTRACTOR shall include the following acknowledgment of the Commission and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to Commission funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the First 5 Riverside attribution shall be one of the following:
- “Made possible by funding from First 5 Riverside”  
“Funded by First 5 Riverside”  
“Funded by First 5 Riverside - the Riverside County Children & Families Commission”
- “Hecho posible por medio de fondos de Primeros 5 Riverside”  
“Financiado por Primeros 5 Riverside”
- For events, conferences or programs with multiple funders, one of the following attributions shall be used:
- “Funded in part by First 5 Riverside”  
“Funded in part by First 5 Riverside - the Riverside County Children & Families Commission”  
“Made possible by funding from First 5 Riverside”  
“Financiado parcialmente por Primeros 5 Riverside”  
“Financiado parcialmente por Primeros 5 Riverside - Comisión de Niños y Familias del Condado de Riverside”
- When space is limited (buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTORS shall contact the Commission’s public information specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.
- C.** The approved First 5 Riverside logo (graphic) shall be used on materials specific to the Commission funded program. CONTRACTOR shall use the approved First 5 Riverside logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside graphics attribution standard as posted on the Commission public web site ([www.rccfc.org](http://www.rccfc.org))

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

## **25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY**

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

## **26. WORK PRODUCT**

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

## **27. NON-DISCRIMINATION**

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

## **28. INDEPENDENT CONTRACTOR**

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

## **29. HOLD HARMLESS/INDEMNIFICATION**

CONTRACTOR shall indemnify and hold harmless the Commission, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees or COUNTY) from any and all liability whatsoever, including wrongful death, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives from this Contract. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Contract shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

- A.** If 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.

#### **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.

General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the 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.
2. 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.
3. 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.
4. 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.
5. 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.

6. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
7. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
8. 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, inclusive of all attachments and exhibits, 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 Regional Medical Center**  
**Contract: 14114 OP**  
**Baby Friendly Program**  
**February 1, 2014 – June 30, 2014**

Riverside County Regional Medical Center (RCRMC) is one of the major birthing hospitals in Riverside County, and is working towards obtaining *Baby Friendly* designation. Currently, RCRMC is provided with free baby formula by pharmaceutical companies promoting their products. Baby Friendly, USA requires hospitals to pay for all formula used in their facility for mothers who cannot breastfeed. One of the main tenants of *Baby Friendly* certification status is that the facility purchases formula at fair market value for all children admitted to the Maternal Child Department. First 5 Riverside would provide funding for the purchase of baby formula, assisting RCRMC in obtaining *Baby Friendly* designation.

RCRMC's calculation for funds needed to purchase formula is based on their annual delivery rate of 2,500 births per year. Data indicates approximately 20% of mothers, with healthy babies, choose to bottle feed exclusively or formula supplement their baby at RCRMC. Physicians and nurses in the NICU encourage pumping. However, it is common for NICU babies to use formula because it is difficult for mothers to pump breast milk when they are under stress.

RCRMC's Maternal Child Department is ready to enter into the final phase of the *Baby Friendly* Initiative. The goal is completion of all requirements by September, 2014. RCRMC will report updates and progress made in becoming *Baby Friendly* using the Program Progress Report (PPR). Additionally, RCRMC will report the number of mothers exclusively breast feeding at the time of discharge.

Registered Nurses (RNs) new to the Maternal Child Department will complete a 16 to 20 hour online lactation education training program called "Step-2 Education". In addition, the RN's will complete 4 hours of clinical time with a lactation consultant.

**Strategy: Breastfeeding**  
**Aggregate Targets:**

1. By September 30, 2014, RCRMC will attain *Baby Friendly* designation provided by *Baby Friendly, USA* and will maintain this status throughout F5R funding period.
2. By June 30, 2014, RCRMC will document the number of mothers who are using formula on a monthly basis.
3. By June 30, 2014, RCRMC will document the number of trainings provided to RN's new to the Maternal Child Department.
4. By June 30, 2014, RCRMC will document the number of trainings provided to RN's new to the Maternal Child Department on lactation education.
5. By June 30, 2014, RCRMC will document the number of RN's who complete the 4 hours of clinical training.

## ATTACHMENT A-1: SCOPE OF WORK

**Riverside County Regional Medical Center**  
**Contract: 14114 OP**  
**Baby Friendly Program**  
**July 1, 2014 – June 30, 2015**

Riverside County Regional Medical Center (RCRMC) is one of the major birthing hospitals in Riverside County, and is working towards obtaining *Baby Friendly* designation. Currently, RCRMC is provided with free baby formula by pharmaceutical companies promoting their products. *Baby Friendly, USA* requires hospitals to pay for all formula used in their facility for mothers who cannot breastfeed. One of the main tenants of *Baby Friendly* certification status is that the facility purchases formula at fair market value for all children admitted to the Maternal Child Department. First 5 Riverside would provide funding for the purchase of baby formula, assisting RCRMC in obtaining *Baby Friendly* designation.

RCRMC's calculation for funds needed to purchase formula is based on their annual delivery rate of 2,500 births per year. Data indicates approximately 20% of mothers, with healthy babies, choose to bottle feed exclusively or formula supplement their baby at RCRMC. Physicians and nurses in the NICU encourage pumping. However, it is common for NICU babies to use formula because it is difficult for mothers to pump breast milk when they are under stress.

RCRMC's Maternal Child Department is ready to enter into the final phase of the *Baby Friendly* Initiative. The goal is completion of all requirements by September, 2014. RCRMC will report updates and progress made in becoming *Baby Friendly* using the Program Progress Report (PPR). Additionally, RCRMC will report the number of mothers exclusively breast feeding at the time of discharge.

Registered Nurses (RNs) new to the Maternal Child Department will complete a 16 to 20 hour online lactation education training program called "Step-2 Education". In addition, the RN's will complete 4 hours of clinical time with a lactation consultant.

**Strategy: Breastfeeding**  
**Aggregate Targets:**

1. By September 30, 2014, RCRMC will attain *Baby Friendly* designation provided by *Baby Friendly, USA* and will maintain this status throughout F5R funding period.
2. By June 30, 2015, RCRMC will document the number of mothers who are using formula on a monthly basis.
3. By June 30, 2015, RCRMC will document the number of trainings provided to RN's new to the Maternal Child Department.
4. By June 30, 2015, RCRMC will document the number of trainings provided to RN's new to the Maternal Child Department on lactation education.
5. By June 30, 2015, RCRMC will document the number of RN's who complete the 4 hours of clinical training.

Agency Name:	Riverside County Regional Medical Center
Contract Number:	14114 OP
Program Name :	Early Care Scholarships / Grandparents Raising Grandchildren
F5R Funds (Base Amt) FY 13/14:	\$64,025
List Other Funding Source(s) below:	List Other Program Fund(s) below:
	:
Total Funding from All Sources:	\$64,025

**First 5 Riverside Program Budget: February 1, 2014 - June 30, 2014**

Personnel Title and then Name of Employee	Total One-Half Annual Salary for Position at Full Time Equivalent	Percentage of FTE Funded by Program		(A) Total F5 Program Costs	(B) Total Other Program Funds	(C) Total Program (A+B=C)
		F5R	Other			
Subtotal Personnel: \$0 \$0 \$0						

Employee Benefits	Total Annual Benefits	Percentage paid by funding source		(A) Total F5 Program Costs	(B) Total Other Program Funds	(C) Total Program (A+B=C)
		F5R	Other			
Subtotal Benefits: \$0 \$0 \$0						

<b>Operational Expenses</b>						
13 Training / Conferences				\$500		\$500
19 (1) Baby Formula				\$63,025		\$63,025
20 (2) Travel / Boarding / Food for Baby Friendly surveyors				\$500		\$500
Subtotal Material and Supplies:				\$64,025	\$0	\$64,025

<b>Subcontractors</b>						
Subtotal Subcontractors:				\$0	\$0	\$0

<b>Capital Expenditure</b>						
Subtotal Capital Expenditures:				\$0	\$0	\$0

<b>Agency Name:</b>		Riverside County Regional Medical Center		
<b>Contract Number:</b>		14114 OP		
<b>Program Name :</b>		Early Care Scholarships / Grandparents Raising Grandchildren		
<b>F5R Funds (Base Amt) FY 13/14:</b>		\$64,025		
<b>List Other Funding Source(s) below:</b>		List Other Program Fund(s) below:		
:				
<b>Total Funding from All Sources:</b>		\$64,025		
<b>NOTE: F5R Indirect Expense Limit Not to Exceed 10% of Allowed Expenses)</b>				
1	<b>Indirect Percentage Paid by F5R:</b>	0.00%	<b>F5R</b>	<b>Other</b>
2	<b>Indirect Paid By Other Funds:</b>		\$0	\$0
<b>Subtotal Indirect:</b>			\$0	\$0
<b>Total Budget:</b>			\$64,025	\$0
			\$64,025	\$64,025

**BUDGET NARRATIVE/JUSTIFICATION FOR USE OF FUNDS**

**AGENCY NAME:** Riverside County Regional Medical Center

**FISCAL YEAR:** 13/14

**CONTRACT NUMBER:** 14114 OP

**PROGRAM NAME:** Early Care Scholarships / Grandparents Raising Grandchildren

**First 5 Riverside Program Budget: January 1, 2014 - June 30, 2014 (Six month budget)**

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

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

	0	\$0	No staff funded
<b>Operational Expenses</b>			
Office Supplies/equipment (<\$1000)		\$0	Not funded.
Postage & Printing		\$0	Not funded.
Advertising / Outreach Marketing		\$0	Not funded.
Equipment (>\$1000 <\$5000)		\$0	Not funded.
Program Materials and Incentives		\$0	Not funded.
Program Nutrition/Food		\$0	Not funded.
Scholarships		\$0	Not funded.
Insurance		\$0	Not funded.
Maintenance and Repairs		\$0	Not funded.
Equipment Lease		\$0	Not funded.
Licenses & Fees		\$0	Not funded.
Travel (airfare, mileage, meals, hotel)		\$0	Not funded.
Training / Conferences		\$500	Registered Nurses (RNs) new to the Maternal Child Department will complete a 16 to 20 hour online lactation education training program called "Step-2 Education." In addition, RN's will complete 4 hours of clinical time with a lactation consultant.
Rent/Lease		\$0	Not funded.
Utilities		\$0	Not funded.

Temporary Help		\$0	Not funded.
Professional Services		\$0	Not funded.
Vehicle Maintenance/Repairs		\$0	Not funded.
(1) Baby Formula		\$63,025	Purchase of baby formula to comply with <i>Baby Friendly</i> guidelines
(2) Travel / Boarding / Food for Baby Friendly surveyors		\$500	Travel, board, food for <i>Baby Friendly</i> surveyors. The initial designation to become <i>Baby Friendly</i> will be free of charge as part of the Best Fed Collaborative.
	0	\$0	
<b>Subcontractors</b>			
	0	\$0	No subcontractors funded
<b>Capital Expense</b>			
	0	\$0	No capital expense funded
<b>Indirect</b>			
Indirect costs paid by F5R		\$0	No indirect funded
<b>Total First 5 Funding</b>		<b>\$64,025</b>	

**ATTACHMENT B-1**

<b>Agency Name:</b>	<b>Riverside County Regional Medical Center</b>	
<b>Contract Number:</b>	<b>14114 OP</b>	
<b>Program Name :</b>	<b>Early Care Scholarships / Grandparents Raising Grandchildren</b>	
<b>F5R Funds (Base Amt) FY 14/15:</b>	<b>\$66,525</b>	
<b>List Other Funding Source(s) below:</b>	<b>List Other Program Fund(s) below:</b>	
<b>Total Funding from All Sources:</b>	<b>\$66,525</b>	

**First 5 Riverside Program Budget: July 1, 2014 - June 30, 2015**

Personnel Title and then Name of Employee	Total One-Half Annual Salary for Position at Full Time Equivalent	Percentage of FTE Funded by Program		(A) Total F5 Program Costs	(B) Total Other Program Funds	(C) Total Program (A+B=C)
		F5R	Other			
<b>Employee Benefits</b>						
	<b>Total Annual Benefits</b>	Percentage paid by funding source		(A) Total F5 Program Costs	(B) Total Other Program Funds	(C) Total Program (A+B=C)
		F5R	Other			
		Subtotal Benefits:		\$0	\$0	\$0
<b>Operational Expenses</b>						
13	Training / Conferences			\$1,000		\$1,000
19	(1) Baby Formula			\$63,025		\$63,025
20	(2) Travel / Boarding / Food for Baby Friendly surveyors			\$2,500		\$2,500
	<b>Subtotal Material and Supplies:</b>			<b>\$66,525</b>	<b>\$0</b>	<b>\$66,525</b>
<b>Subcontractors</b>						
	<b>Subtotal Subcontractors:</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Capital Expenditure</b>						
	<b>Subtotal Capital Expenditures:</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**ATTACHMENT B-1**

<b>Agency Name:</b>		Riverside County Regional Medical Center		
<b>Contract Number:</b>		14114 OP		
<b>Program Name :</b>		Early Care Scholarships / Grandparents Raising Grandchildren		
<b>F5R Funds (Base Amt) FY 14/15:</b>		<b>\$66,525</b>		
<b>List Other Funding Source(s) below:</b>		List Other Program Fund(s) below:		
:				
<b>Total Funding from All Sources:</b>		<b>\$66,525</b>		
<b>NOTE: F5R Indirect Expense Limit Not to Exceed 10% of Allowed Expenses)</b>				
1	<b>Indirect Percentage Paid by F5R:</b>	0.00%	<b>F5R</b>	<b>Other</b>
2	<b>Indirect Paid By Other Funds:</b>		\$0	\$0
<b>Subtotal Indirect:</b>			\$0	\$0
<b>Total Budget:</b>			<b>\$66,525</b>	<b>\$0</b>
			<b>\$66,525</b>	<b>\$0</b>

**ATTACHMENT B-1**

**BUDGET NARRATIVE/JUSTIFICATION FOR USE OF FUNDS**

**AGENCY NAME:** Riverside County Regional Medical Center

**FISCAL YEAR:** 14/15

**CONTRACT NUMBER:** 14114 OP

**PROGRAM NAME:** Early Care Scholarships / Grandparents Raising Grandchildren

**First 5 Riverside Program Budget: January 1, 2014 - June 30, 2014 (Six month budget)**

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

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

0	\$0	No staff funded
<b>Operational Expenses</b>		
Office Supplies/equipment (<\$1000)	\$0	Not funded.
Postage & Printing	\$0	Not funded.
Advertising / Outreach Marketing	\$0	Not funded.
Equipment (>\$1000 <\$5000)	\$0	Not funded.
Program Materials and Incentives	\$0	Not funded.
Program Nutrition/Food	\$0	Not funded.
Scholarships	\$0	Not funded.
Insurance	\$0	Not funded.
Maintenance and Repairs	\$0	Not funded.
Equipment Lease	\$0	Not funded.
Licenses & Fees	\$0	Not funded.
Travel (airfare, mileage, meals, hotel)	\$0	Not funded.
Training / Conferences	\$1,000	Registered Nurses (RNs) new to the Maternal Child Department will complete a 16 to 20 hour online lactation education training program called "Step-2 Education." In addition, RN's will complete 4 hours of clinical time with a lactation consultant.
Rent/Lease	\$0	Not funded.
Utilities	\$0	Not funded.

**ATTACHMENT B-1**

Temporary Help		\$0	Not funded.
Professional Services		\$0	Not funded.
Vehicle Maintenance/Repairs		\$0	Not funded.
(1) Baby Formula		\$63,025	Purchase of baby formula to comply with <i>Baby Friendly</i> guidelines
(2) Travel / Boarding / Food for <i>Baby Friendly</i> surveyors		\$2,500	Travel, board, food for <i>Baby Friendly</i> surveyors. The initial designation to become <i>Baby Friendly</i> will be free of charge as part of the Best Fed Collaborative.
	0	\$0	
<b>Subcontractors</b>			
	0	\$0	No subcontractors funded
<b>Capital Expense</b>			
	0	\$0	No capital expense funded
<b>Indirect</b>			
Indirect costs paid by F5R		\$0	No indirect funded
<b>Total First 5 Funding</b>		<b>\$66,525</b>	

## ATTACHMENT C: PAYMENT PROVISIONS

### A. FISCAL

The maximum reimbursable amount over the life of this Contract is **\$130,550.00** as awarded by the Riverside County Children and Families Commission (RCCFC), also known as First 5 Riverside, provided pursuant to Proposition 10.

CONTRACT PERIOD: **02/01/14 – 06/30/15**

#### 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 B-1) 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 and Attachment A-1) 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 4<sup>th</sup> 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 30<sup>th</sup> and reported as of July 20<sup>th</sup>, which is the final deadline to submit program expenditures. Expenditures made after June 30<sup>th</sup> 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 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.