

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



ITEM  
3.26  
(ID # 8974)

MEETING DATE:

Tuesday, February 26, 2019

FROM : RUHS-PUBLIC HEALTH:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Approve the Professional Services Agreement for First 5/Nurse Family Partnership Program Expansion Between County of Riverside and San Gorgonio Memorial Hospital Contract ID# 19-057, Districts 4 and 5. [\$3,553,107 - 66.6% First 5 Riverside and 33.4% Nurse Family Partnership National Services Office Funds]

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

1. Approve the Professional Services Agreement for First 5/Nurse Family Partnership Program Expansion Between County of Riverside and San Gorgonio Memorial Hospital Contract ID# 19-057 (Agreement) in the total aggregate amount of \$3,553,107 from date of execution through June 30, 2021 and in the following annual amounts: a) \$1,140,426 for fiscal year 2018/19; b) \$1,163,152 for fiscal year 2019/20; and \$1,249,529 for fiscal year 2019/20;
2. Authorize the Chairman of the Board of Supervisors to sign the Agreement on behalf of the County of Riverside; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of funding, as approved by County Counsel, to sign amendments that do not change the substantive terms of the agreement, and sign amendments to the compensation provisions consistent with the approved annual amounts provided that the increases do not exceed the annual CPI rates.

**ACTION:Policy**

*Kim Saruwatari*  
Kim Saruwatari, Director of Public Health 1/22/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: February 26, 2019  
xc: RUHS-Public Health, Purchasing

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

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 1,140,426	\$ 1,163,152	\$ 3,553,107	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 66.6% First 5 Riverside and 33.4% Nurse Family Partnership National Services Office Funds			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 18/19-20/21	

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

**BACKGROUND:**

**Summary**

The Nurse Family Partnership Home Visitation Program is an evidence-based, voluntary program offered to pregnant women and children from birth to age two. The home visiting program coordinates in-home services to support positive parenting and to improve outcomes for families residing in identified at-risk communities. Program outcomes include: improved maternal and child health, prevention of child injuries, abuse, and maltreatment, reduction of emergency department visits, improvement in school readiness and achievement, reduction in crime and domestic violence, improvements in family economic self-sufficiency, and improvements in the coordination and referrals for other community resources and supports.

**Impact on Citizens and Businesses**

The early intervention program will help vulnerable families get off to a solid start by helping to ensure the emotional, physical, and developmental care of California's children. Evidence-based home visiting services have proven to have a positive impact on families by providing measureable and long-term benefits for children's development.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The Nurse Family Partnership Expansion is 1/3 funded by the Nurse Family Partnership National Service Office and 2/3 funded by First 5 Riverside. San Geronio Memorial Hospital is a subcontractor providing services in the Desert Region. Funds will be distributed as follows:

<b>Fiscal Year</b>	<b>Total</b>
2018/19	\$1,140,426
2019/20	\$1,163,152
2020/21	\$1,249,529
<b>Total Amount</b>	<b>\$3,553,107</b>

**Contract History and Price Reasonableness**

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

On May 15, 2018, County Purchasing, on behalf of Public Health and First 5, released a Request for Qualification (RFQu) #HSARC-308 on the Public Purchase website. A total of 29 vendors accessed the proposal, 10 vendors downloaded the RFQu. The RFQu closed on June 13, 2018 with only one (1) proposal received. The proposal response submitted was reviewed by the evaluation committee based on the RFQu criteria, the requirements, the bidders experience and the ability to provide a Nurse Family Partnership Program. In addition, the team evaluated the services, references, financials and overall compliance with the provisions of the RFQu. The evaluation committee deemed San Geronio Memorial Hospital to be a responsive responsible vendor based on the requirements requested by the County. The Washington State Institute for Public Policy, The RAND Corporation and The Brookings Institution have concluded that investments in Nurse-Family Partnership lead to significant returns to society and government, giving taxpayers a \$2.88-5.70 return per dollar invested in the program. Based on this information the cost for the program services is deemed to be "fair and reasonable".

**ATTACHMENT:**

San Geronio Memorial Hospital Professional Service Agreement Contract ID#19-057

  
Teresa Summers, Director of Purchasing 2/11/2019

  
Melissa Noone, Associate Management Analyst 2/19/2019

  
Gregory V. Priapos, Director County Counsel 2/12/2019

**PROFESSIONAL SERVICE AGREEMENT**

for

**FIRST 5/NURSE FAMILY PARTNERSHIP EXPANSION**

between

**COUNTY OF RIVERSIDE**

and

**SAN GORGONIO MEMORIAL HOSPITAL**



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This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_, 2018, by and between San Gorgonio Memorial Hospital, a California nonprofit 501(c)(3) public entity, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY" or "RUHS-PH"). The parties agree as follows:

### **1. Program Overview**

Riverside University Health Systems – Public Health (RUHS-PH) has implemented the Nurse Family Partnership (NFP) program for over 17 years in partnership with the California Home Visiting Program created through the Patient Protection and Affordable Care Act of 2010. The Act established the Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program to provide an opportunity for collaboration and partnership at the federal, state, and community levels to improve outcomes for families who reside in at-risk communities through evidence-based home visiting programs.

Through match funding from NFP National Service Office and First 5 Riverside (F5R), RUHS-PH will expand the existing NFP program, to increase services across all the regions in the county including the Desert region where NFP services are not currently provided, and where rural communities have limited access to many resources. The desert communities face issues such as high teen pregnancy rates, poor access to health care services and, inadequate transportation services. The desert region also has a significant Spanish speaking population, therefore offering culturally competent services is essential when serving this community.

Nurse-Family Partnership (NFP) is an evidence-based community health program that serves low-income, first-time mothers and their babies, by providing home visitation services by registered nurses, beginning early in pregnancy and continuing through the first two years of the child's life. Women voluntarily enroll as early as possible in pregnancy, but no later than the 28th week of gestation. This model helps transform the lives of vulnerable mothers.

#### **NURSE-FAMILY PARTNERSHIP GOALS:**

- Improve pregnancy outcomes by helping women engage in good preventive health practices, including thorough prenatal care from their healthcare providers, improving their diet and reducing their use of cigarettes, alcohol and illegal substances.
- Improve child health and development by helping parents provide responsible and competent care.

- Improve the economic self-sufficiency of the family by helping parents develop a vision for their own future, plan future pregnancies, continue their education and find employment.

Public Health Nurses will follow NFP program guidelines that focus on the mother's personal health, quality of parenting, and life-course development.

**Quality Start Riverside County (QSRC)** is an innovative approach for early learning programs to begin identifying and implementing some of the principles of quality early learning experiences for children. The goal of this approach is to help children 0 through 5 years of age and their families thrive, by increasing the number of high-quality early learning settings. As this initiative continues to evolve, RUHS-PH will collaborate with F5R to establish potential partnerships and opportunities established by the Riverside County QRIS Consortia in which QSRC can begin to be embedded in program delivery throughout Riverside County.

**Help Me Grow – Inland Empire (HMG-IE)** is a regional system approach, between Riverside and San Bernardino Counties, that promotes cross-sector collaboration to build an efficient early childhood network that promotes healthy development of children. Children will benefit from a centralized access point that assists families to connect with specialized professionals in community-based settings, following early detection through screenings for cognitive, physical, or behavioral issues. Help Me Grow National Center has identified value in layering community resources and aligning services that address the needs for children. As HMG – IE evolves, RUHS – PH is identified as a critical partner in this system approach and will participate in regional stakeholder convenings, building capacity across integrated services.

As future funding opportunities present themselves, RUHS-PH and First 5 staff recognize the opportunity to seek matching funds from community partners or other State funding sources, and the opportunity to leverage partnerships with other stakeholders to establish nurse home visitors in the community as a mechanism to enhance sustainability efforts.

## **2. Description of Services**

2.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, attached to the Agreement.

2.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the

satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**2.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**2.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**3. Period of Performance**

This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2021 unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**4. Compensation**

**4.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$3,553,107 including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**4.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.



4.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within ten (10) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County – Public Health  
Public Health Nursing /MCAH Branch  
P.O. Box 7849  
Riverside, CA 92513

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number #19-057; supporting documentation; and an invoice total. (See Exhibit B, Payment Provision for supporting documentation requirements)
- b) Invoices shall be rendered monthly in arrears.

4.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

## 5. Alteration or Changes to the Agreement

5.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

5.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the

CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**6. Termination**

**6.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**6.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**6.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**6.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**6.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**6.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR

Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

6.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### 7. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limited to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

#### 8. **Conduct of Contractor**

8.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

8.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

8.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

#### 9. **Inspection of Service; Quality Control/Assurance**

9.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products

provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**9.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

#### **10. Independent Contractor/Employment Eligibility**

**10.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**10.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,

8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**10.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**10.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**10.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**10.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

## **11. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**12. Disputes**

12.1 Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by this Agreement, shall be disposed as follows.

There will be three phases of Dispute Resolution and they are as follows:

(a) Phase 1

This phase of dispute resolution will be called "Phase 1 Informal Resolution", and it will be conducted between the Contractor liaison and RUHS-PH liaison using the MOU and other supporting documentation maintaining a level of reason, logic and common sense. Phase 1 must be documented.

(b) Phase 2

This phase of dispute resolution will be called "Phase 2 Formal Resolution", and it will be between the Assistant Director of Contractor and/or his/her designee(s) and the Director of RUHS-PH or designee. This incident must be written as a note to file.

(c) Phase 3

This phase of dispute resolution will be called "Phase 3 Formal Dispute Resolution," and will be conducted by the Director of Contractor and the Director of RUHS-PH.

**13. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**14. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**15. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race,

religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**16. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least ten years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**17. Confidentiality**

**17.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**17.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17.3** The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public

Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

**18. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**19. Notices**

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

**COUNTY OF RIVERSIDE**

County of Riverside – Public Health  
Procurement and Logistics  
4065 County Circle Drive  
Riverside, CA 92503

**CONTRACTOR**

San Geronio Memorial Hospital  
600 N Highland Springs Ave  
Banning, CA 92220

**20. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**21. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State



Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

## **22. Hold Harmless/Indemnification**

**22.1** CONTRACTOR shall indemnify and hold harmless 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) from any liability, action, claim or damage whatsoever, 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 Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**22.2** 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 indemnification to Indemnitees as set forth herein.

**22.3** 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.

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

## **23. Insurance**

**23.1** 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 Agreement. As respects to the insurance section only, the COUNTY herein refers to 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.

### **A. 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.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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 as Additional Insured. 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 agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, 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 agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability:**

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, 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 Agreement 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 Agreement; 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 as long as the law allows.

**E. 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 for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. 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 Agreement 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 Agreement 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 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 Agreement 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; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the

COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, 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 Agreement.

7) The insurance requirements contained in this Agreement 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 Agreement.

#### **24. General**

**24.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**24.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**24.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**24.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**24.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**24.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

24.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

24.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

24.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

24.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

24.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement 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.

24.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

## **25. 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 Exhibit C hereto.

## **26. Child Abuse Reporting**

CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

26.1 Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them;

26.2 Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

26.3 Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

SAN GORGONIO MEMORIAL HOSPITAL

By: [Signature]  
Name: Kevin Jeffries  
Title: Board of Supervisors

By: [Signature]  
Name: Steven Barron  
Title: CEO

Dated: FEB 26 2019

Dated: 1/14/19

ATTEST:  
Kecia Harper-Ihem, Clerk of the Board

By: [Signature], deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By: [Signature]  
Amrit Dhillon,  
Deputy County Counsel

**Exhibit A  
Scope of Services**

<b>Major Objectives</b>	<b>Major Functions, Tasks and Activities</b>	<b>Performance Measures and/or Deliverables</b>	<b>Targets</b>
<p><u>Home Visitation, Referrals, and/or Linkages</u></p>	<p>CONTRACTOR will provide home visitation to pregnant women in Riverside County to improve outcomes:</p> <ul style="list-style-type: none"> <li>• Prenatal health and outcomes</li> <li>• Child Health and development</li> <li>• Families' economic self-sufficiency and/or maternal life course development</li> </ul> <p>Public Health Nurse home visitor will carry a caseload of no more than 25 active cases.</p> <p>Public Health Nurses will involve the mother's support system including family members, fathers when appropriate, and friends, and they help families use other health and human services they may need.</p> <p>Public Health Nurses will begin making home visits by the 16th week of pregnancy, preferably sooner, and not after the 28th week of pregnancy. Visits will continue through the first two years of the child's life.</p> <p>Public Health Nurses will screen and refer additional children 0 through 5 who reside in the household based on family needs.</p>	<p>CONTRACTOR will utilize evidence-based programs and tools to provide Home Visitation services:</p> <ul style="list-style-type: none"> <li>• Nurse Family Partnership Program (NFP) Model</li> </ul> <p>Care coordination activities will be undertaken to ensure children are linked and receiving services.</p> <p>*CONTRACTOR will serve 125 mothers by year two of this 3 year grant period.</p>	<ol style="list-style-type: none"> <li>1. By June 30, 2019, CONTRACTOR Home Visitation program will serve <b>90*</b> mothers with the NFP home visitation program. (Core)</li> <li>2. By June 30, 2019, CONTRACTOR Home visitation program will document the number of children 0 through 2 years of age served with the NFP home visitation program. (Core)</li> <li>3. By June 30, 2019, CONTRACTOR will document the number of home visits provided to enrolled families in the NFP home visitation program. (Aggregate)</li> <li>4. By June 30, 2019, CONTRACTOR will document the number of mothers that exit the NFP</li> </ol>

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
			<p>program early. (Core)</p> <p>5. By June 30, 2019, CONTRACTOR will document the number of children referred for health insurance enrollment, utilization and retention assistance. (Aggregate)</p> <p>6. By June 30, 2019, CONTRACTOR will document the number of children who obtained health insurance as a result of staff assistance. (Aggregate)</p> <p>7. By June 30, 2019, CONTRACTOR will document the number of enrolled children that are linked to a medical home at the completion of the NFP program. (Aggregate)</p> <p>8. By June 30, 2019, CONTRACTOR will</p>



Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
<p><b><u>Screenings and Assessments</u></b></p>	<p>Children and mothers will receive initial and follow-up screenings and assessments. Screenings and/or assessments are conducted on intake, 36 weeks, birth, 1-3 months, 4 months, 6 months, 9 months, 10 months, 12 months, 15-17 months, 18 months, 21-23 Months, and 24 months.</p> <ul style="list-style-type: none"> <li>• Help mothers obtain prenatal care from their physician;</li> <li>• Help mothers reduce their use of cigarettes, alcohol, and illegal drugs; and,</li> <li>• Teach mothers about healthy nutrition during pregnancy.</li> <li>• Assist mothers to improve maternal life course development.</li> <li>• Teach young mothers to keep their lives on track and develop a vision for their own future.</li> </ul>	<p>Screenings and Assessments will be utilized to complete comprehensive assessments and designed curriculum for use with children and mothers:  <b>At every home visit:</b> Referrals to services like: mom's health insurance, healthcare service usage for mom and baby, dental Immunizations for baby, dental care for baby, ER visits and hospitalizations for mom and baby.  <b>Screenings/Assessments/Tools to be utilized:</b> Maternal Health Assessment, Encounter Form, Demographics, Use of Gov't and Community Services, Dyadic Assessment of Naturalistic Caregiver-Child Experiences (DANCE), Edinburgh Postnatal Depression Scale (EPDS), General Anxiety Disorder Tool (GAD), Health Habits, Intimate Partner Violence (IPV)</p>	<p>document the number of pregnant woman who receive prenatal care beginning in the first trimester. (Aggregate)</p>
		<p>9. Screenings and Assessments will be utilized to complete comprehensive assessments and designed curriculum for use with children and mothers:  <b>At every home visit:</b> Referrals to services like: mom's health insurance, healthcare service usage for mom and baby, dental Immunizations for baby, dental care for baby, ER visits and hospitalizations for mom and baby.  <b>Screenings/Assessments/Tools to be utilized:</b> Maternal Health Assessment, Encounter Form, Demographics, Use of Gov't and Community Services, Dyadic Assessment of Naturalistic Caregiver-Child Experiences (DANCE), Edinburgh Postnatal Depression Scale (EPDS), General Anxiety Disorder Tool (GAD), Health Habits, Intimate Partner Violence (IPV)</p>	<p>9. By June 30, 2019, CONTRACTOR will document the number of children who are up-to-date with their immunizations at the completion of the NFP program. (Aggregate)</p> <p>10. By June 30, 2019, CONTRACTOR will document the number of children 0 through 2 years of age with an ASQ-3 screening. (Core)</p> <p>11. By June 30, 2019, CONTRACTOR will document the number of referrals for additional services made as a result of the ASQ-3 screenings.</p>

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
	<ul style="list-style-type: none"> <li>• Help the mothers make sound choices about the partners, family and friends who are involved with their child.</li> <li>• Help mothers plan future pregnancies.</li> <li>• Help mothers continue their education and reach their educational goals and assist mothers in finding adequate employment.</li> </ul>	<p>Assessment, Ages &amp; Stages Questionnaires (ASQ-3), Infant birth, Infant Health Care Demographics, Ages &amp; Stages Questionnaires: Social-Emotional (AQS:SE-2), and Health Assessment.**                      Screenings and Assessments will be entered into the Persimmony database.                      Care coordination activities will be undertaken to ensure children/mothers are linked and receiving services.</p> <p>** See screening/assessment schedule, Table 1.</p>	<p>(Core)</p> <p>12. By June 30, 2019, CONTRACTOR will document the number of referred children 0 through 2 years of age that were linked to services made as a result of the ASQ-3 screenings. (Core)</p> <p>13. By June 30, 2019, CONTRACTOR will document the number of children 0 through 2 years of ages with an initial assessment using the ASQ:SE-2. (Core)</p> <p>14. By June 30, 2019, CONTRACTOR will document the number of referrals for additional services made as a result of the ASQ:SE-2. (Core)</p> <p>15. By June 30, 2019, CONTRACTOR will</p>

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
			<p>document the number of referred children 0 through 2 years of age that were linked to services made as a result of the ASQ:SE-2 screenings. (Core)</p> <p>16. By June 30, 2019, CONTRACTOR will document the mothers of children 0 through 2 years of age receive an initial Health Habits assessment. (Core)</p> <p>17. By June 30, 2019, CONTRACT will document the mothers of children 0 through 2 years of age that demonstrate improvement from pre to post-test on the follow-up Health Habits assessment after 12 months visit. (Core)</p> <p>18. By June 30, 2019, CONTRACTOR will</p>

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
			<p>document the number of enrolled mothers who were screened for post-partum depression/depression. (Core)</p> <p>19. By June 30, 2019, CONTRACTOR will document the number of enrolled mothers who were referred for mental health treatment. (Core)</p> <p>20. By June 30, 2019, CONTRACTOR will document the number of children born to enrolled mothers. (Aggregate)</p> <p>21. By June 30, 2019, CONTRACTOR will document the number of eligible to breastfeed mothers who are exclusively breastfeeding at time of discharge from the hospital. (Aggregate)</p>

Major Objectives	Major Functions, Tasks and Activities	Performance Measures and/or Deliverables	Targets
		<p>***Percentage of exclusively breastfeeding mothers @ 6 months (Healthy People 2020 Objective).</p>	<p>22. By June 30, 2019, 23 mothers (26% of program participants) *** will be exclusively breastfeeding at 6 months. (Aggregate)</p>

Table 1: Screening and Assessment Schedule

Pre and Post Tests for Mother									
Pre-Test Intake Data Mother	Post-Test 36 weeks Data Mother	Post-Test Birth Data Mother	Post-Test 1-3 weeks Data Mother	Post-Test 4 months Data Mother	Post-Test 6 months Data Mother	Post-Test 12 months Data Mother	Post-Test 16 months Data Mother	Post-Test 18 months Data Mother	Post-Test 24 months Data Mother
Maternal Health Assessment									
<u>Demographics</u> Income, Education, Work/School, Birth Control, Marital Status Use of Gov't and Community Services					<u>Demographics</u> Income, Education, Work/School, Birth Control, Marital Status Use of Gov't and Community Services	<u>Demographics</u> Income, Education, Work/School, Birth Control, Marital Status Use of Gov't and Community Services	<u>Demographics</u> Income, Education, Work/School, Birth Control, Marital Status Use of Gov't and Community Services	<u>Demographics</u> Income, Education, Work/School, Birth Control, Marital Status Use of Gov't and Community Services	<u>Demographics</u> Income, Education, Work/School, Birth Control, Marital Status Use of Gov't and Community Services
EPDS and GAD	EPDS and GAD	EPDS and GAD	EPDS and GAD		EPDS and GAD	EPDS and GAD			
Health Habits	Health Habits					Health Habits			

Clinical IPV		Clinical IPV				Clinical IPV			Clinical IPV		(Last Post Test)
<b>Pre and Post Tests for Baby</b>											
Pre-Test Infant Birth Data Baby	Pre-Test 1-3 Months	Pre-Test 4 months	Pre-Test 6 months	Post-Test 8-10 Months Data Baby	Post-Test 12 months Data Baby	Post-Test 16 months Data Baby	Post-Test 18 months Data Baby	Post-Test 21-23 Months Data Baby	Post-Test 24 months Data Baby		
Infant Birth	DANCE	ASQ 3	ASQ: SE 2 Infant Health	DANCE ASQ 3	ASQ: SE 2 Infant Health	DANCE	DANCE	DANCE	ASQ 3 ASQ: SE 2 Infant Health	ASQ 3 ASQ: SE 2	Infant Health  (Last Post Test)

<b>Data Collected at each Home Visit on Encounter Form for Mom and Baby</b>	
Mom	Baby
Referrals made for services needed	Referrals made for services needed
Health Services Used	Health Services Used Immunizations

**EXHIBIT B  
PAYMENT PROVISIONS**

CONTRACTOR shall be entitled to receive payment for services rendered as follows:

**A. Itemized Budget:**

<b>Budget Item</b>	<b>Description</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Total</b>
<b>Salary &amp; Benefits</b>	Salaries and benefits for .05 FTE Administrator, 1 FTE Assistant Nurse Manager, 5 FTE RN/PHNs, .5 FTE Office Assistant/Data Entry	\$858,785.00	\$901,726.00	\$946,812.00	\$2,707,323.00
<b>Operating Expenses</b>	Operating expenses such as, office supplies; cell/desk phone services; medical-dental supplies; books/publications; office/computer equipment; postage; printing services; rent/lease bldgs.; client support and outreach materials, program fees,	\$92,142.00	\$64,498.00	\$73,814.00	\$230,454.00
<b>Travel &amp; Training</b>	Travel for meetings/trainings; Conference/registration fees; carpool expenses; private mileage reimbursement	\$122,849.00	\$130,278.00	\$162,253.00	\$415,380.00
<b>Overhead</b>	Overhead salaries and benefits	\$66,650.00	\$66,650.00	\$66,650.00	\$ 199,950.00
<b>Total</b>		\$1,140,426.00	\$1,163,152.00	\$1,249,529.00	\$3,553,107.00



- a. The COUNTY will disburse funds on a reimbursement payment process based on the Agreement line itemized Budget (Exhibit B) amount for the applicable fiscal year and monthly report submissions. Payment will be rendered thirty (30) business days from submission of all required documentation and/or the reporting deadline.
  - b. Disbursement of any payment of funds to CONTRACTOR shall be made so long as all of the following conditions have been met:
    1. The Agreement has been approved by the County;
    2. The Agreement 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. The CONTRACTOR submits monthly itemized invoices, via email to: [PHNContractReporting@rivcocha.org](mailto:PHNContractReporting@rivcocha.org) to include the supporting documentation separated by a cover sheet in front of each expense category. Documentation shall include; labor hours, labor distribution, journal query, expense query, mileage query, and bilingual query. CONTRACTOR should maintain supporting documentation for all expenses (ie: timesheets, payroll registers, invoices with supporting documentation) for auditing purposes. and
    5. COUNTY staff has reviewed and approved Cost Allocation Plan (if applicable).
  - c. The Director, or designee, reserves the right to withhold or reduce disbursement of funds if CONTRACTOR fails to 1) comply with monthly and/or quarterly reports by the indicated due date as set forth in Section 4.3 of the Agreement; 2) if results achieved are not as projected and no COUNTY approved plan is in place for improvement; or 3) if the CONTRACTOR is not in compliance with any provision contained within this Agreement.
  - d. The final funding period amount approved for the applicable fiscal year will be paid based on final expenditures as of June 30th, and reported as of July 10th, which is the final deadline to submit program expenditures. Expenditures made after June 30th will not be accepted.
2. Allowable Costs
- Funds provided pursuant to this Agreement shall be expended by Contractor in accordance with the Exhibit B – Payment Provisions
- a. Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the COUNTY. CONTRACTOR agrees COUNTY may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.
  - b. The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food is based on the current IRS allowable rate.

CONTRACTOR shall obtain approval for all overnight travel and out of State travel as it relates to services provided in this Agreement. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by Public Health Nursing Management.

**EXHIBIT C****COMPREHENSIVE TOBACCO CONTROL POLICY**

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

1. Shall not use tobacco products while using the CONTRACTOR's property e.g., vehicle, equipment; and
2. Shall not sell, offer, or provide tobacco products on CONTRACTOR 's premises; and
3. Shall have tobacco education and cessation materials visibly available and accessible to clients participating in activities funded by Proposition 10 funds; and
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 fifteen percent (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 Commission 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 Commission 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 Commission 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.