



***May 25, 2022 COMMISSION MEETING
AGENDA PACKET ATTACHMENTS***

ITEM 4: Consent Agenda

- a) Draft March 23, 2022 minutes
- b) Quarterly Financial Report Q3 FY 21-2
- c) Office Lease Contract Amendment

ITEM 6: Memo and Contract Draft – MP Health

ITEM 7: Memo re: Staff Salary Schedule Update

ITEM 8: Memo and Annual Strategic Plan Review - Long Range-Financial Plan (First Reading)

ITEM 9: Memo and 2022-23 Draft Administrative Budget (First Reading)

**FIRST 5 SAN LUIS OBISPO COUNTY
CHILDREN AND FAMILIES COMMISSION**

COMMISSION MEETING MINUTES

March 23, 2022

Current Commissioners Present

James Brescia (Chair)	SLO County Office of Education
Penny Borenstein (Vice Chair)	SLO County Public Health Department
Linda Belch	Department of Social Services
Erica Ruvalcaba-Heredia	Community at Large
Melinda Sokolowski	Child Care Planning Council
James Tedford	Medical Representative (AAP, Ch 2)
Alison Ventura	Community at Large

Current Commissioners Absent

Bruce Gibson	SLO County Board of Supervisors
Bob Watt	Community at Large

Staff Present

First 5 staff: Wendy Wendt, Jason Wells, Misty Livengood,
Commission Counsel: Natalie Frye-Laacke

Call to Order

Chair Brescia called the meeting to order at 3:02 PM.

ITEM 1- Resolution 2022-02 Proclaiming a Local Emergency and Authorizing Remote Teleconference Meetings of First 5 SLO County for the Period March 23, 2022 – April 22, 2022 Pursuant to Brown Act Provisions

First 5 Legal Counsel Natalie Frye-Laacke presented on this item. An adoption of a resolution will allow the Commission the option to meet using a hybrid zoom/in-person format at this January 23, 2022 Commission meeting, given that meeting in person continues to be deemed a health risk due to COVID. A Resolution is only allowable for a period of 30 days or fewer.

Public Comment: None

Commissioner Tedford made a motion to approve Resolution 2022-02. The motion was seconded by Commissioner Sokolowski and passed 6-0 (Commissioner Ventura had not yet arrived at the meeting).

ITEM 2 - Public Comment – Items not on the agenda

Shana Paulson, CAPSLO Child Care Resource Connection, announced the upcoming Children's Day in the Plaza coming up on April 2, 2022. She also announced that Alternative Payment Program is now enrolling families.

Raechelle Bowlay, Child Care Planning Council Coordinator, thanked First 5 for its sponsorship and support for Children's Day in the Plaza.

ITEM 3 – Commissioner Announcements

Commissioner Sokolowski announced that slots are available in Head Start centers. An infant play group is launching. CAPSLO is in a hiring process for a new Director of the Child Care Resource Connection.

Commissioner Ruvalcaba-Heredia updated Commissioners on activities of the Promotores Collaborative, including a tobacco cessation program through the Public Health Department.

Commissioner Tedford thanked First 5 for including him as a guest at the SLO Chamber dinner, and congratulated Commissioner Borenstein and former Commissioner Bravo on their awards.

Commissioner Borenstein announced that Dawn Wilt – IBCLC with the WIC program – will be retiring and a hiring process is launching.

Commissioner Belch announced a need for social workers at DSS. Preterm infant stats are currently slightly higher than the state average.

Commissioner Brescia and First 5 Associate Director introduced Courtney Wilder – new Cal Poly intern. She is a 5th year Child Development Major with a minor in Psychology. Commissioner Brescia also announced the recent Board of Supervisors approval of \$3 million to support the child care sector. SLO County Office of Education will serve as the fiscal agent for this effort.

ITEM 4 (ACTION ITEM) - Consent Agenda

- a. Approval of the January 26, 2022 Minutes
- b. Approval of Engagement Letter with Moss, Levy, and Hartzheim for 2021-22 External Audit Services
- c. Resolution re: Authorized Signers and Staff Cover Memo
- d. Receipt and Approval of First 5 CA Annual Report FY 2019-20 as required by the Children and Families Act

Public Comment: None

Commissioner Sokolowski made a motion to approve the Consent Agenda. The motion was seconded by Commissioner Ruvalcaba-Heredia and passed 6-0 (note: Commissioner Ventura had not yet arrived for this vote).

ITEM 5 – Staff Reports

Misty Livengood, Communications and Outreach Officer, provided updates on First activities:

- April is Month of the Child. A hybrid of virtual offerings and drive through activities is being planned by local partners. Flag raising ceremony for Child Abuse Prevention Month is April 22. Rolling list of activities on First 5 website and social platforms.
- First 5 Association Advocacy Day legislative visits April 19.
- We Are the Care Public Awareness is yielding traction – groundswell of interest/support. Community Voices Tour/survey is launching.
- First 5 CA/CAPLSO supply distributions in February
- Hands on Heros @ Work: March Hero RRM Design; April Tolosa Winery.
- Blues Sponsorship this year – Pitching Change/nightly announcement. Other sponsorships: Nipomo Kids Day, Children’s Day in the Plaza, Atascadero Lakefest, Pregnancy and Parenting Support Car Seat Safety Checks, South County Youth Coalition Raising a Resilient Child event.
- Coastal Family Resource Fair in Los Osos coming up March 29, 2022
- UndocuSummit on 4/2.
- Bid farewell to Winter Quarter interns Jenny and Lily
- First 5 received the SLO Kiwanis 2022 Community Service Award

Wendy Wendt, Executive Director, updated on the following:

- County ARPA investment in child care – \$3 million.
- Collaborative Child Care Study Phase 2 complete; moving into action planning as final phase.
- Child Care was the focus of the most recent Cal Poly Economic Development Committee meeting.
- Community Foundation has expressed an interest in possible partnership related to child care capacity building.
- Ms. Wendt is serving on two committees through the public health department to determine priorities and process for health investments through ARPA.
- UndocuSupport work continues to move forward
- First 5 CA Refugee support application being developed by First 5 Fresno as a regional effort. First 5 SLO County and new local nonprofit SLO4Home are looking into possible involvement in the grant application.
- First 5 Network activities – Central Coast Region Chair; on Association board; participation in transition/collaboration committee with new First 5 CA ED Jackie Wong.

Public Comment: None.

ITEM 6: First 5 SLO County Annual Evaluation Report

First 5 Evaluation Consultants Becca Carsel and Amanda Welsh presented a brief overview of this year's evaluation report. It is considered a transitional report from the prior format. The focus moving forward will be more on a comprehensive look at the agency's work overall, including a deeper dive into policy and systems change. Other themes include the pandemic and mitigating impacts of First 5's work; our role as convener and advocate.

Discussion ensued:

Commissioner Belch asked about baseline data. Ms. Welsh responded that FY 2020-21 is a difficult year to use as a baseline. Moving forward and with a focus on policy/advocacy, the goal will be to identify both short and long term outcomes.

Commissioner Sokolowski asked how requirements will be required to measure progress moving forward. Mr. Wells commented that this evaluation team is helping shift away from traditional approaches such as asking "how many did you serve" and instead asking "how is your work/investment addressing community-need?" Ms. Wendt added that this evaluation team's approach is in line with current trends in social science evaluation. They ask question related to impacts related to our shift to systems change work. For example, how do the relationships we forge, connections we help make, networks we build contribute to positive shifts in the way communities grow and support their members?

Commissioner Borenstein added that this represents a shift from "counting widgets" to assessing social norm change.

Ms. Livengood commented that from a communications perspective, this approach allows us to more fully tell the story of First 5's work.

Public Comment: None

ITEM 7: Contract Approval with CAPSLO: Shared Services Alliance Pilot Program Funded Through First 5 CA

Ms. Wendt introduced this item. First 5 California issued a request for applications. At its December 2021 meeting, the First 5 SLO County Commission authorized staff to submit an application with CAPSLO Child Care Resource Connection. Mr. Wells went on to announce that the SLO County application was one of seven counties to be awarded a grant. First 5 SLO County will serve as the fiscal lead, with CAPSLO as the implementation lead. The grant period spans two fiscal years – FY21-22 and FY22-23 and the grant total is \$250,000. A contract with CAPSLO will total \$235,946, with the balance of \$14,056 to cover First 5 fiscal oversight costs.

The project will offer local child care providers guidance and resources related to business planning to increase efficiencies in managing a child care program.

Public Comment: None

Commissioner Borenstein made a motion to approve the Shared Services Alliance contract with CAPSLO. The motion was seconded by Commissioner Tedford and passed 6-0 (Commissioner Sokolowski recused herself).

ITEM 8: Approval of Program Contract Amendments

Mr. Wells introduced this item. Contract approval for the programs listed below allows funded partners to continue to address original strategic plan needs and additional Covid related challenges. All programs with the exception of Perinatal Mental Health Support and Counseling are proposed for two-year extensions.

Public Comment: None

Programs	Organization	Extension	Additional	Amended Total*
BABES	SLO Co PH (WIC)	2 Years	\$358,740	\$717,480
CSPP-First 5 Preschools	SLOCOE	2 Years	\$384,208	\$643,763
Health Access Trainers	Carsel Consulting Group	2 Years	\$50,000	\$144,000
Oral Health Program Manager	SLO Co PH	2 Years	\$80,000	\$142,380
Parents Helping Parents	Parents Helping Parents	2 Years	\$123,132	\$226,264
Oral Health Prevention for Children	Tolosa Children’s Dental Center	2 Years	\$40,000	\$80,000
Vision Screening	Optometric Care Associates	2 Years	\$40,000	\$45,714
Basic Needs Family Support	The Link Family Resource Center in Atascadero	2 Years	\$200,000	\$350,000
Basic Needs Family Support	CAPSLO	2 Years	\$58,183	\$169,737
Parent Learning Pods	South County Youth Coalition	2 Years	\$75,792	\$135,792
Perinatal Mental Health Support and Counseling	Pregnancy and Parenting Support of San Luis Obispo County	1 Year	\$22,968	\$52,165
Total			\$1,433,023	\$2,707,295

Programs	Organization	Motion/Second	Vote Tally
BABES	SLO Co PH (WIC)	Sokolowski/Ruvalcaba-Heredia	6-0/Borenstein recused
CSPP-First 5 Preschools	SLOCOE	Borenstein/Sokolowski	6-0/Brescia recused
Health Access Trainers	Carsel Consulting Group	Borenstein/Tedford	unanimous
Oral Health Program Manager	SLO Co PH	Sokolowski/Ruvalcaba-Heredia	6-0/Borenstein recused
Parents Helping Parents	Parents Helping Parents	Ruvalcaba-Heredia/Belch	unanimous
Oral Health Prevention for Children	Tolosa Children’s Dental Center	Sokolowski/Ruvalcaba-Heredia	6-0/Tedford recused
Vision Screening	Optometric Care Associates	Borenstein/Sokolowski	unanimous
Basic Needs Family Support	The Link Family Resource Center in Atascadero	Sokolowski/Tedford	unanimous
Basic Needs Family Support	CAPSLO	Ruvalcaba-Heredia/Borenstein	6-0/Sokolowski recused
Parent Learning Pods	South County Youth Coalition	Belch/Borenstein	unanimous
Perinatal Mental Health Support and Counseling	Pregnancy and Parenting Support of San Luis Obispo County	Sokolowski/Ruvalcaba-Heredia	unanimous

ITEM 9: First 5 Job Description Updates

Ms. Wendt presented on this item. Two updated job titles/descriptions were presented for Commission review and approval. Communications and Outreach Officer will be re-titled as a Coordinator of Communications and Outreach. The Special Projects Administrator will be re-titled as a Special Projects Coordinator. Both job descriptions have been updated to reflect current roles and responsibilities.

Public Comment: None

Commissioner Tedford made a motion to accept the job description updates as written. The motion was seconded by Commissioner Borenstein and passed unanimously.

ITEM 10: Executive Director Evaluation – Closed Session

Commissioners returned from Closed Session. Commission Counsel Natalie Frye-Laacke announced that there is nothing to report.

Public Comment: None

ITEM 11: Adjournment

5:12 PM

To: First 5 Commissioners

From: Wendy Wendt

Date: May 25, 2022

Re: ITEM 4b: 2021-22 Third Quarter Financial Report

Recommended Action

Staff recommends the Commission approve the Administrative Budget report and Operating Statement for fiscal year 2021-22 as of March 31, 2022.

Administrative Budget

As of March 2022, 65% of the administrative budget was spent.

Administrative budget comments:

1. Program Related Administrative Expenses – Administrative budget spending has been reduced by \$217,716 (a portion of office rent and staffing costs allocated to program activities). The cost is directly related to work performed for funded programs and can be considered program related expenses as defined by the GFOA guidelines.
2. All other Administrative expenses are at or below 75% of total budget, with the exception of Auditor Department services, which are typically paid in full during the first or second quarter of each fiscal year.

Administrative Expense as Percent of Total Operating Expense

The Commission's adopted administrative cap is set at 15%. The administrative cap amount is defined as a percentage of Total Operating Expense. The policy also states that staff will monitor the administrative percentage to ensure it remains within approved limits. If the percentage exceeds the cap amount, staff is required to alert the Commission and explain the reason for a percentage in excess of 15%.

As of March 31, 2022, the Administrative Expense as a percentage of Total Operating Expense is 20% (\$199,860/\$994,226). Historically first and second quarter program expenditures have been low, so the higher percentage isn't unexpected. In addition, due to decreased service levels during the COVID-19 pandemic, several of First 5 funded partner invoices are below budget. It is anticipated that by the end of FY 2021-22, program and evaluation expenditures will increase, reducing the administrative percentage to within the adopted policy guidelines.

Operating Statement

As of March 31, 2021 net revenue is \$344,283.



Operating Statement comments:

1. Prop 10 Tobacco Tax Revenue – Three tax revenue payments - Nov 2021-Feb 2022 appropriation, were distributed before then end of the third quarter. A Prop 56 backfill payment of \$426,863 was also distributed. These distributions total \$1,217,935 in tobacco tax revenue.

Tax Revenue Distribution Schedule 2021-22

July 2021	August 2021	Sept 2021	October 2021	November 2021	December 2021	January 2022	February 2022	March 2022	April 2022	May 2022	June 2022
121,388	113,682	141,467	99,862	36,529	116,148	130,533	31,463				

Tax Revenue Distribution Schedule 2020-21

July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	April 2021	May 2021	June 2021
115,017	126,687	126,642	124,681	44,622	127,898	148,931	32,255	140,521	121,288	122,980	106,597

2. Total revenue received from all sources through March 31, 2022 is \$1,338,365. This includes the above noted Prop 10 appropriation, \$68,842 in MHSA payments, \$24,491 in local interest, and \$26,851 in MAA payments.
3. Total Program and Administrative Expenditures through March 31, 2022 are \$994,226.



	Jul21-Sep21	Oct21-Dec21	Jan22-Mar22	Apr22-Jun22	Total
Child Health and Development					
BABES (SLO Co PHD)		42,032	51,486		93,518
Oral Health Safety Net Treatment (Contribution)					-
Oral Health Coordinator (SLO Co PHD)			28,558		28,558
Tolosa Children's Dental Clinic		6,532	4,085		10,617
Vision Screening		440	1,006		1,446
Health Access Trainers (Carsel Consulting Group)	4,669	9,333	5,254		19,256
3 by 3 Research (Carsel Consulting Group)	1,046	1,310	1,794		4,150
3 by 3 Internal Program Expenses	2,848	15,348	497		18,693
3 by 3 Bravo	4,297	2,431	4,284		11,012
3 by 3 CHC		16,516	5,300		21,816
HMG Centralized Access Point			115,436		115,436
Home Visiting Coordination					-
TOTAL	12,860	93,942	217,700	-	324,502
Early Learning					
PR First 5 ECE - Donation Equipment					-
First 5 Preschools		6,006	13,940		19,946
SLO Botanical Garden			1,720		1,720
TOTAL	-	6,006	15,660	-	21,666
Family Strengthening					
Parents Helping Parents	6,549	16,487	17,265		40,301
MP Health		5,659	3,891		9,550
South County Youth Coalition		11,517			11,517
LINK Paso Robles Family Advocates	17,585	25,446	25,425		68,456
Pregnancy and Parenting Support of SLO County					-
CAPSLO COVID Relief Funds		8,764			8,764
SLO Chamber Family Friendly Workplace Accelerator		18,750	18,750		
TOTAL	24,134	86,623	65,331	-	176,088
Advocacy Projects					
CBOR/HOH	935	1,802	1,991		4,728
WATC	1,801	160			1,961
Talk Read Sing Campaign	1,250		10		1,260
New/General Advocacy		27	885		912
Other Advocacy Projects		(211)			(211)
TOTAL	3,986	1,778	2,886	-	8,650
Other					
Evaluation - Core Allocation	8,516	3,915	5,610		18,041
Child Care Study-- Pendulum Dependent Care Solutions		8,000	13,501		21,501
Kits for New Parents	487	435	497		1,419
Event Sponsorships	1,133		3,650		4,783
Emergency Response Funding					-
TOTAL	10,136	12,350	23,258	-	45,744
TOTAL PROGRAM AND EVALUATION EXPENSE	51,116	200,699	324,835	-	576,650

Quarter ending: 3/31/2022



First 5 Children and Families Commission of San Luis Obispo County

Administrative Budget

FY 21-22

March 31, 2022

	Beginning	YTD	Ending	%
	Budget Bal	Expensed	Budget Bal	Expensed
Regular Hours - Permanent	459,882	329,064	130,818	72%
Computer Supplies	1,000	421	579	42%
Copy/Printing	2,000		2,000	0%
Food	1,000	289	711	29%
Insurance	4,000	1,511	2,489	38%
Copier Maint Contract	300	35	265	12%
Memberships	6,000	1,212	4,788	20%
Office Expense	3,000	905	2,095	30%
Other Services - Auditor Dept.	8,393	8,393	-	100%
Postage - Direct	100	17	83	17%
Professional Services	67,710	31,153	36,557	46%
Registration/Training	3,000	2,305	695	77%
Rent	45,072	33,808	11,264	75%
Significant Value Purchase	9,000	1,087	7,913	12%
Special Dept Expense	10,533	4,652	5,881	44%
Phone, Data, Internet Access	5,000	2,727	2,273	55%
Other Travel Expenses	3,000		3,000	0%
Contingency	13,000		13,000	0%
Total Administrative Expense	641,990	417,579	224,411	65%
Less: Program Related Admin	(378,834)	(217,716)	(161,118)	57%
Net Administrative Expense	263,156	199,863	63,293	75.9



First 5 Children and Families Commission of San Luis Obispo County

Operating Statement

FY 21-22

March 31, 2022

EXPENSES	Jul - Sept	Oct - Dec	Jan - Mar	Apr-Jun	YTD
Administration	162,060	117,037	138,482		417,579
Less: Program Related Admin	(67,116)	(82,196)	(68,404)		(217,719)
Net Administrative Expense	94,944	34,841	70,078	-	199,860
Program & Evaluation					
Child Health and Development	12,860	93,942	217,700		324,502
Early Learning		6,006	15,660		21,666
Family Strengthening	24,134	86,623	65,331		176,088
Hands on Heroes	935	1,802	1,991		4,728
We Are the Care	1,801	160			1,961
Collaborative Child Care Study		8,000	13,501		21,501
Other Advocacy		(184)	885		701
Talk Read Sing Campaign	1,250		10		1,260
Event Sponsorships	1,133		3,650		4,783
Kits for New Parents	487	435	497		1,419
Evaluation (Core)	8,516	3,915	5,610		18,041
Emergency Response Funding					-
Plus: Program Related Admin	67,116	82,196	68,404		217,716
Total Program & Evaluation Expense	118,232	282,895	393,239	-	794,366
Total Operating Expense	213,176	317,736	463,317	-	994,226
REVENUE (Trust Fund: 3300000000)					
Prop 10 Tobacco Tax	106,597	476,399	634,939		1,217,935
IMPACT	19,665		(19,665)		-
IMPACT HUB Payment					
SMIF (Prop 10 interest)	1,052		(1,052)		0
MHSA Revenue	49,106	51,005	(31,268)		68,843
Interest (Local)		13,208	11,283		24,491
MAA	11,807	9,797	5,247		26,851
Other Revenue	228	17			245
Total Revenue	188,455	550,426	599,484	-	1,338,365
Net Revenue (Expenses)	(24,721)	232,690	136,167	-	344,139



First 5 Children and Families Commission of San Luis Obispo County

Balance Sheet (TRUST FUND 3300000000)

March 31, 2022

ASSETS			
Cash in County treasury			\$ 9,736,758
Receivables - Accrued Income			
Rent Deposit & Prepaid Rent			\$ 7,277
Bank Deposit			\$ 10,000
	Total Assets		\$ 9,754,036
LIABILITIES			
Accounts/Salaries payable			\$ 13,746
Trust Deposits			\$ 972
Deferred Revenue			
	Total Liabilities		\$ 14,718
FUND BALANCE			
Fund Balance:			\$ 9,395,179
	Reserved for Encumbrances		\$ 999,483
	Total Reserved		\$ 999,483
	Fund Balance Available		8,739,836
	Total Fund Balance		\$ 9,739,318
	Total Liabilities and Fund Balance		\$ 9,754,036

To: First 5 Commissioners

From: Wendy Wendt

Date: May 25, 2022

Re: ITEM 4c - Approval of new terms and lease extension for First 5 Offices at 3220 S. Higuera, Suite 232, San Luis Obispo, CA 93401

Staff Recommendation

First 5 staff recommends the Commission authorize the Chair to sign a three-year lease extension and modifications to existing Lease Agreement with Walter Brothers Construction Co., Inc. Term of Extension: July 1, 2022 – June 30, 2025.

Background

The current lease between Walter Brothers and the Children and Families Commission of San Luis Obispo County is due to expire on June 30, 2022. The lease offers three additional 3-year extension options. The current office space works well for First 5 staff, and we are well-served by the Walter Brothers team.

Two modifications to the lease agreement are proposed:

- 1) Effective July 1, 2022 and extending through June 30, 2023, monthly rent will be reduced from the current monthly rate of \$3,756.45 to a new rate of \$3,112, representing a savings of \$644 per month (\$7,728 per year).
- 2) According to the new lease extension, Section 7(b), “effective the first day of the extended term and each year thereafter, including any extended terms, the monthly rent for each year shall be a sum equal to the previous year’s rent increased by 3%.” It should be noted that over the past two years, Walter Brothers Construction has generously held First 5 SLO County’s monthly rate level at the current amount of \$3,756.45.

(Attachment - Letter from Walter Brothers Construction Co., Inc.)

THIRD LEASE AMENDMENT

Recitals

1. **Term**
2. **Option to Extend Term**
3. **Minimum Monthly Rent**
4. **Limitations on Use**
5. **Miscellaneous**

THIS THIRD LEASE AMENDMENT ("Amendment") dated as of May 4, 2022, is entered by and between **WALTER BROS. CONSTRUCTION CO., INC.** ("**Landlord**") and **CHILDREN AND FAMILIES COMMISSION OF SLO COUNTY** ("**Tenant**").

RECITALS

A. Landlord and Tenant have entered into that certain Lease, dated as of June 24, 2008, and amended pursuant to a First Lease Amendment dated as of May 20, 2015, and a Second Amendment dated as of March 22, 2017 (collectively, the "Original Lease") pursuant to which Landlord leased to Tenant Suite 232-A located at 3220 South Higuera Street, in San Luis Obispo, California ("Original Premises"), currently consisting of approximately 1,556 square feet of office space.

B. Landlord and Tenant now wish to revise the Lease to modify the Lease term and options to extend, and to adjust the Minimum Monthly Rent.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Term.

The parties acknowledge that the current term of the Lease will expire on June 30, 2022, and both parties agree to extend the Lease for a period of three (3) years. The Lease term is hereby extended for three (3) years, commencing on July 1, 2022, and expiring on June 30, 2025 ("Extended Term").

2. Option to Extend Term.

Section 5 of the Original Lease is hereby replaced in its entirety by the following:

“Tenant is given the option to extend the Lease Term on all the provisions contained in the Original Lease, as amended, except for Minimum Monthly Rent, for three (3) additional three (3)-year periods, following expiration of the Extended Term by giving Notice of Exercise of Option (“Option Notice”) to Landlord at least sixty (60), but not more than ninety (90), days before the expiration of the then-current term; provided that, if Tenant is in default on the date of giving the Option Notice, the Option Notice shall be totally ineffective, or if Tenant is in default on the date any such Extended Term is to commence, the Extended Term shall not commence and the Original Lease shall expire at the end of the then-current term.”

3. Minimum Monthly Rent

Section 7 of the Original Lease is hereby replaced in its entirety by the following:

“(a) Commencing July 1, 2022, Tenant shall pay to Landlord as Minimum Monthly Rent, without deduction, setoff, prior notice, or demand, the sum of Three Thousand One Hundred Twelve Dollars (\$3,112.00), which sum is subject to possible adjustment as provided in this paragraph, per month in advance on the first (1st) day of each month, commencing on the date the Extended Term commences, and continuing during the remainder of the term. Minimum Monthly Rent for any partial month shall be prorated at the rate of 1/30th of the Minimum Monthly Rent per day.

(b) Effective the first day of the second (2nd) year of the Extended Term (the “Adjustment Date”) and each year thereafter, including any extended terms, the monthly rent for each year shall be a sum equal to the previous year's rent increased by three percent (3%). On adjustment of the monthly rent provided in this Lease, Landlord shall send notice to Tenant regarding such adjustment, but failure to do so shall not constitute a waiver of Landlord's right to collect the increased amount.

(c) All sums of money due to Landlord under this Lease, not specifically characterized as rental, shall constitute additional rent, and shall be due immediately upon receipt of a billing from Landlord. If any sum is not paid when due, it shall be collectible as additional rent by Landlord in the same manner as a rental payment. Nothing contained in this Lease shall be deemed to extend or delay the payment of any sum of money at the time it becomes due and payable under this Lease, or to limit any other remedy of Landlord.”

Section 4. Limitations on Use

New language has been added to the end of Section 13 (the second to last paragraph) of the Original Lease regarding Americans with Disabilities Act (ADA) / CASp Inspections, and reads as follows:

“Tenant has been advised that this property has not undergone an inspection by a Certified Access Specialist (“CASp”). A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under State law. Although State law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangement for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

5. Miscellaneous.

Except as amended or modified herein, all the terms of the Original Lease shall remain in full force and effect. Submission of this instrument for examination or signature by Tenant does not constitute an offer to lease or a reservation of or option to lease. Landlord shall not be bound by this

To: First 5 Commission of San Luis Obispo County
From: First 5 Staff
Date: May 25, 2022
Re: Item 6: Contract Approval: MP Health

Recommended Action

It is recommended that the Commission approve a contract with MP Health to continue mental health and wellness support and counseling services to families with children ages 0-5.

Background

At its October 29, 2020 meeting the Commission approved funding (\$180,000) for MP Health to provide bilingual parent/caregiver family support counseling services in an effort to address rising stress and emotional challenges brought about or made worse by the Covid-19 pandemic. Since then, MP Health has been delivering these services both online and in-person. The contract is scheduled to end June 30, 2022.

When the original contract was approved, MP Health and First 5 Staff anticipated much higher client utilization than what has been achieved. The original objective was to serve approximately 200 clients per year. The actual numbers seen to date are far less at just 40 total. With fewer clients being served, MP Health has billed a fraction of the original budget. By end of the contract June 30, 2022, expenditures are projected to be between \$30,000 - \$35,000 total over two years, leaving approximately \$145,000 unspent from the original contract.

First 5 Staff and MP Health have had several meetings to discuss the lower than anticipated utilization rates. Staff have also reached out to partner agencies that might refer families to MP Health to get their thoughts as to why more clients have not used the service. There does not seem to be any one reason that explains the low utilization. Some possible contributing factors are: MP Health is a newer provider in SLO County, and referring agencies may be unaware of the program; families were also unfamiliar with the organization and the services; the fatigue and uncertainty from the ups and downs of COVID-19 surges might have kept people from accessing any services either in-person or virtual; or that it was unclear exactly what it meant to seek emotional support related to "covid stress." What *is* clear is that staff continues to hear from partners and other family serving agencies that parents/families want and need this type of emotional support, and that mental health support available in Spanish continues to be a serious gap area in our region.

Recommendation

Staff is proposing a new scaled down one-year contract in the amount of \$53,000 with MP Health to continue bi-lingual family support counseling services. Based on previous utilization it is challenging to predict an accurate objective for the number of clients to be served. MP Health estimates they could serve up to 120 clients. To keep expectations realistic and based on past utilization, staff recommends an objective of serving 100 clients. If the contract is approved, First 5 staff will work with MP Health on a planned relaunch and reintroduction of its services to families, and family serving agencies.

CHILDREN AND FAMILIES COMMISSION OF SAN LUIS OBISPO COUNTY
CONTRACT FOR SERVICES

This Contract for Services (the “Agreement”) is entered into on _____, by and between the Children and Families Commission of San Luis Obispo County, a political subdivision of the State of California, pursuant to Health and Safety Code section 130140.1 (“the Commission” or “First 5”), whose address is 3220 South Higuera Street, Suite 232, San Luis Obispo, CA 93401 and MP Health, Inc., a California corporation, (“the Contractor”), providing mental health and wellness support and counseling services to families with children ages 0-5.

RECITALS

A. The Commission is a statutory Commission that was established in the County of San Luis Obispo pursuant to the provisions of Division 108 of the California Health and Safety Code, commencing at the California Health and Safety Code Section 130100 (“the Children and Families Act”); and

B. The Commission has adopted a county strategic plan (“the Strategic Plan”) for fostering early childhood development within San Luis Obispo County as required by, and in accordance with, the requirements of the Children and Families Act; and

C. The Contractor coordinates and carries out related activities that are in line with the Strategic Plan; and

D. The Commission receives regular allocations of funds pursuant to the Children and Families Act, which must be used to implement the Strategic Plan; and

E. The Commission desires to provide funding for mental health and wellness support and counseling services to families with children ages 0-5 in San Luis Obispo County, said services subject to the terms and conditions specified herein; and

F. The Contractor desires to carry out said services subject to the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

AGREEMENT

1. Scope of Services

a. Program Services.

i. The Contractor shall provide providing mental health and wellness support and counseling services to families with children ages 0-5 in San Luis Obispo County as specifically set out in **Exhibit “A”** which is attached hereto and incorporated herein by reference.

ii. The Contractor shall attend biannual First 5 Partner meetings scheduled the in the Spring and Fall, exact dates and times to be determined.

b. Record keeping and reporting of services.

i. Contractor shall keep complete and accurate records of services delivered pursuant to this Agreement, which shall include, but not be limited to, performance measures, evaluation studies and records of services provided by various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services without prior notice. Such records shall comply with all applicable Federal, State and County record maintenance requirements.

ii. Contractor shall for the duration of this agreement submit bi-annual program/service reports as described further in **Exhibit "A"** for the immediately preceding quarter by:

January 31
July 31

iii. Contractor shall submit to First 5 staff a copy of its annual financial audit of its financial statements prepared in the regular course of business within 3 months after completion of the audit.

iv. These reporting requirements are an integral part of the scope of services funded by this contract. Failure to perform shall be considered a material breach; may delay payment of compensation and can be cause for termination.

c. First 5 Healthy and Family Friendly Environment. Towards the advancement of a work environment that supports the health and well-being of employed family members and program participants, Contractor shall make reasonable effort to perform contracted services in an environment that:

- i. is 100% tobacco free, indoors and outdoors;
- ii. has a suitable location for mothers to breastfeed their children, including
 1. Privacy for milk expression: This can be a woman's private office (if it can be locked) or an onsite, a designated lactation room(s) with an electrical outlet where breastfeeding employees can use a pump to express milk during the work period. A bathroom is not acceptable.
 2. Flexible breaks and work options: Women need to express milk about every 3 hours, or two or three times during a typical work day. Each milk expression time takes around 15 minutes, plus time to go to and from lactation room.
 3. Education: Employer-provided information and resources accessible through the worksite during pregnancy and after the baby is born help prepare women for balancing the requirements for breastfeeding with their job responsibilities. This information is also beneficial for expectant fathers. Companies that provide lactation information and support for male employees and their partners have

lower absenteeism rates among men and lower health insurance claims.

4. Support: A positive, accepting attitude from upper management, supervisors, and coworkers helps breastfeeding employees feel confident in their ability to continue working while breastfeeding.

- iii. promotes healthy habits by: (a) encouraging and serving healthy foods and age-appropriate portion sizes; (b) encouraging regular physical activity; and (c) eliminating the use of soda, punch, juice “drinks” and other sugar sweetened beverages.

2. Compensation. Commission shall pay to Contractor as compensation for all services performed by Contractor pursuant to this Contract, the following sums in the following manner.

- a. The total payable under the terms of this Agreement shall not exceed Fifty-three Thousand Dollars (\$53,000.00) pursuant to the project budget and budget narrative in **Exhibit “B,”** which is attached hereto and incorporated herein by this reference.

- b. Contractor shall be reimbursed for all costs necessary and reasonable for performance of the obligations of the Agreement as established by the budget and budget narrative in **Exhibit “B.”** Any costs incurred by the Contractor over and above the sums set out in the budget shall be at the sole risk and expense of the Contractor.

- c. Contractor shall submit a request for payment of costs and actual expenses at least quarterly using a First 5 program invoice form, which First 5 staff shall provide to Contractor. Contractor must provide documentation verifying actual expenses incurred for which reimbursement is sought.

- d. The compensation shall be paid within thirty (30) days after the receipt of the properly completed First 5 program invoice and all documentation verifying expenses from Contractor. First 5 reserves the right to withhold compensation for Contractor’s failure to timely submit the quarterly program/services report for the quarter for which compensation is sought.

- e. Availability of Funds. This contract is valid only if sufficient funds are made available to the Commission from the State of California through funding pursuant to the Children and Families Act and/or other local, State or Federal funding sources. Should the Commission’s funding be insufficient to provide funding for this Agreement, the Commission may, in its sole discretion, terminate this Agreement. In such an event, the Commission shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement or to provide services intended to be funded pursuant to this Agreement. If partial funds are provided, the Commission shall have the option to either cancel this Agreement with no liability to the Commission or offer an amendment to the Contractor to reflect the reduced amount. Where possible, the Commission shall make only prospective funding changes.

3. Budget Adjustments.

- a. Contractor agrees to adhere to the budget included herein. Notwithstanding the above, Contractor may submit requests for budget adjustments to reallocate funds contained in

Exhibit “B.” Requests must be submitted in advance, in writing and include showing of good cause that advances the overall purpose of the Agreement.

b. The First 5 Executive Director (“Director”) must, in advance and in writing, approve and execute amendments for budget adjustments contained in **Exhibit “B.”** Services rendered pursuant to any budget adjustment that has not first been requested in writing and approved by the Director, shall not be payable under this Agreement or any later amendment.

c. The Commission expressly grants to the Director the authority to approve said budget adjustments provided the change does not increase the maximum compensation of this Agreement or create any other obligation on the Commission under this Agreement.

4. Effective Date and Term.

a. **Effective Date.** The effective date of this contract is the date the last party signs this contract. All obligations imposed on both parties shall be binding on both parties commencing on the effective date and shall remain in effect until satisfied by performance.

b. Unless terminated earlier, pursuant to the provisions of this contract, the term of this contract shall be from its effective date until June 30, 2023 (the “Term.”) The Term of this Agreement may be extended upon written agreement by both parties.

5. Termination of the Agreement.

a. **Termination for Cause.**

i. If the Commission determines that there has been a material breach of this Agreement by Contractor which poses a threat to health and safety, the Commission may immediately terminate the Agreement. In addition, if any of the following occur, Commission shall have the right to terminate this Agreement effective immediately upon giving written notice to the Contractor.

1. Contractor fails to perform its duties obligations under this Contract;
or
2. Contractor fails to fulfill in a timely and professional manner its obligations under this Contract; or
3. Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the Commission; or
4. Any requisite licenses or certifications required for the performance of this Contract and held by the Contractor are terminated, suspended, reduced or restricted; or
5. Contractor has not documented services or has not sufficiently documented services to the satisfaction of the Commission. This includes without limitation, failure to meet industry standard or failure to satisfy any special requirements of documentation needed by third party payors or Federal or State funding agencies; or
6. Contractor has failed or refused to furnish information to cooperate with any inspection, review or audit of Contractor’s program or

Commission's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.

- ii. All obligations to provide services shall be automatically terminated on the effective date of termination.
 - iii. For all other material breaches of this Contract, Commission must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date upon written notice, Commission may immediately terminate the Contract, upon written notice. Contractor shall thereafter have no further rights, powers or privileges against Commission under or arising out of this Contract.
 - iv. In the event a breach does not result in termination, but does result in costs being incurred by Commission, said costs shall be charged to and paid by Contractor, which costs may include, but are limited to, costs incurred by Commission in investigating and communicating with Contractor regarding said breach, including staff time.
- b. Termination for Convenience. Either party may terminate this Agreement at any time by giving to the other party sixty (60) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

6. Independent Contractor Status.

a. Independent Contractor. Contractor is an independent contractor of the Commission. Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this contract authorizes or permits the Commission to exercise discretion or control over the professional manner in which Contractor provides services. Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

b. No Eligibility for Fringe Benefits. Contractor understands and agrees that Contractor and its personnel are not, and shall not be, eligible for membership in or any benefits from any Commission group plan for hospital, surgical, or medical insurance, or for membership in any Commission retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a Commission employee.

7. Warranties of Contractor.

a. Warranty of Contractor for Provisions of Services. The Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations, certificates, credentials and licenses necessary to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, shall at all times, to the extent required by law, be properly registered, certified, credentialed and licensed throughout the entire Term of this Agreement under the local, State and Federal laws and regulations applicable to the provision of services herein.

Failure to maintain such permits, registrations, certificates, credentials and licenses throughout the entire Term of this Agreement, shall be deemed a breach of the Agreement and constitutes ground for termination by the Commission.

b. **Warranty of Contractor re Compliance with all Laws.** The Contractor warrants that Contractor shall keep informed of, observe, comply with and cause all of its agents and personnel to observe and comply with all Federal, State and local laws and rules and regulations made pursuant to such laws, which in any way affect the conduct of work under this Agreement. If any conflict arises between provisions of the scope of work or specifications in this Agreement and any law, then the Contractor shall immediately notify the Commission in writing.

c. **Warranty of Contractor re Facilities.** Contractor shall obtain and maintain for the duration of this contract, appropriate licenses, permits and certificates required by all local, State and Federal mandates applicable to the facilities used for performance of this Contract.

d. **Power and Authority of Contractor.** If the Contractor is a corporation, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.

e. **Signatory authority.** Contractor warrants that is has full power and authority to enter into and perform the Contract, and the person signed this Contract warrants that he/she has been properly authorized and empowered to enter into this Contract.

f. **Immigration Reform and Control Act.** Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act (“IRCA”) of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.

8. Nondiscrimination. Contractor agrees that is will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability, national origin, or any other protected class, and those conditions contained in Presidential Executive Order number 11246, as amended by Executive Order (1) 75 and as approved by the Department of Labor Relations (41 CFR Part 61).

9. Indemnification.

a. Contractor agrees to accept responsibility for loss or damage to any person or entity, and shall defend, indemnify and hold harmless the Commission, its officers, agents, employees and volunteers from and against any and all claims, demands, damages, liabilities, costs, expenses, judgements, attorney fees, and costs of litigation, or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions related to the performance of any duty, obligation or work hereunder.

b. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses are brought about in part by the comparative passive negligence of the Commission, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the role negligence or willful misconduct of the Commission, its officers and employees.

c. The preceding paragraph applies to any theory of recovery relating to said act or omission, including, but not limited to the following:

- i. Violation of statute, ordinance or regulation.
- ii. Professional malpractice.
- iii. Willful, intentional or other wrongful acts, or failures to act.
- iv. Negligence or recklessness.
- v. Furnishing of defective or dangerous products.
- vi. Premises liability.
- vii. Strict liability.
- viii. Inverse condemnation.
- ix. Violation of civil rights.
- x. Violation of any federal or state statute, regulation or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board, or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

d. It is the intent of the parties to prove the Commission the fullest indemnification, defense, and hold harmless any rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract, and the remaining language shall be given full force and effect.

10. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in **Exhibit “C”** attached hereto and incorporated herein by this reference.

11. Fiscal Monitoring, Audits and Reporting.

a. Fiscal Records. Contractor shall maintain accurate fiscal records pertaining to services performed under this Agreement. Such fiscal records shall be open for inspection to Commission auditors at any reasonable time and will reflect cost accounting that conforms to generally accepted accounting procedures which clearly identifies the source of all costs. Agreement costs shall not be co-mingled with other project costs. Contractor shall maintain such records and accounts for a minimum of five years, or in the cause of an audit, until audit findings are resolved, whichever is later.

b. Commission Audits/Scope. Commission may audit Contractor’s fiscal records relating to services performed under this Contract, at Contractor’s expense, at any time with fourteen (14) day advance written notice. Commission audits shall be conducted in accordance with generally accepted audit standards and limited to matters connected with the performance of the Contract, which includes without limitation, verification that services billed by the Contractor were actually provided. Contractor shall provide Commission with on-site access to all reasonable documents, records, and other supporting information for billing and services under this Contract. Disallowed costs shall be repaid to the Commission.

c. State Audit. Pursuant to California Government Code section 8546.7, every Commission contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000.00) is subject to examination and audit of the State Auditor for a period of three years after final payment under the contract. Contractor shall permit the State auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.

d. Inspection Rights. Upon reasonable request, the Contractor shall allow the Commission to evaluate the quality, appropriateness and timelines of services performed under this Agreement and to inspect, evaluate and audit books, records and facilities maintained by Contractor and subcontractors pertaining to such services. Books and records include, without limitation, all physical records originated or prepared in the performance of this Agreement including work papers, reports, financial records and books of account. Upon reasonable request, at any time during the period of this Agreement, and for a period of five years thereafter, the Contractor shall furnish any such records, or copy thereof, or copy thereof, to Commission.

e. Non-Disclosure. All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Contractor shall not disclose such reports, information, documents and other materials without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.

f. Tax Information Reporting. Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

g. No Discrimination In Level Of Services. As a condition for reimbursement, Contractor shall provide to and ensure that clients served under this Contract receive the same level of services as provided to all other clients served regardless of status or source of funding.

h. Accounting for Travel and Lodging. In the event that the scope of services expressly contemplates payment for travel and lodging, these costs must be reasonable and in no event shall exceed levels allowed for San Luis Obispo County employees on official business, unless otherwise provided for in this Agreement. A copy of the San Luis Obispo County's Travel Policy can be found here: <https://www.slocounty.ca.gov/Departments/Auditor-Controller-Treasurer-Tax-Collector/Forms-Documents/Resources-for-Vendors/County-Travel-Policy.pdf>

i. Gifts. Gifts may not be charged to this Contract, whether to Contractor, staff or anyone else.

j. Billing Irregularities. If Contractor bills Commission for any services or amount of services that were not actually provided, Contractor shall be responsible for reimbursing the Commission in full. More than five (5) instances of erroneous billing per calendar year shall be ground for termination of the Contract for cause. Further, the Commission's right to reimbursement shall extend for a period of three (3) years after the services are rendered or any audit discovers the erroneous billing, whichever is later but not to exceed a period of seven (7) years from the termination date of this Contract or any amendment thereto. For any single error in excess of five hundred (\$500.00) dollars or any cumulative error in excess of one thousand

(\$1,000.00) dollars per years the Commission will be entitled to the legal rate of interest on the over charged amount from the date of billing.

k. Recognition. Contractor agrees to give appropriate recognition to First 5 as funder or partial funder of these services in printed, or electronic materials, media and advertising as outlined in the First 5 SLO County: Recognizing Your Funder Guide, incorporated by reference herein.

12. Miscellaneous Provisions.

a. Non-Assignment of Contract. Contractor shall not delegate, assign or otherwise transfer in whole or in part its rights or obligations under this Agreement without the prior written consent of Commission. Any such assignment, transfer or delegation without the Commission's prior written consent shall be null and void.

b. Entire Agreement and Modifications. This Agreement supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this contract, Contractor relies solely upon the provisions contained in this Contract and no others.

c. Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. Each party hereto agrees that the exclusive venue for any action arising out of breach of the interpretation of this Agreement or other documents delivered pursuant to any provisions thereof, shall be the Superior Court of the State of California for the County of San Luis Obispo.

d. Waiver. No delay or failure on the part of any of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

e. Severability. The Contractor agrees that if any provisions of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to affect the original intent of the parties as closely as possible.

f. Headings. The section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

g. Notices. All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered (a) personally; (b) mailed by registered or certified

mail (postage paid, return receipt requested); or (c) sent by a nationally recognized overnight courier (providing proof of delivery);

To the Contractor at:

Silvia Wasjutin, SLP/Agency Director
6895 Morro Road
Atascadero, CA 93422
805-637-0802

To the Commission at:

Wendy Wendt, Executive Director
Children and Families Commission of San Luis Obispo County
3220 South Higuera Street, Suite 232
San Luis Obispo, CA 93401

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery, and mail, with return receipt, on the dates of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; and (c) in the case of mailing, on the third business day following posting.

h. Force Majeure. Neither the Commission nor the Contractor shall be deemed in default in the performance of the terms of this contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, pandemic or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.

i. Conflict of Interest. Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et. seq. and 87100 et. seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the Commission relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et. seq. during the terms of this Contract.

j. Third Party Beneficiaries. It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement, shall be strictly reserved to Commission and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.

[INTENTIONALLY LEFT BLANK – SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Concurred in by the Executive Director of the Children and Families Commission of San Luis Obispo County.

By: _____
Wendy Wendt, Executive Director Date

CHILDREN AND FAMILIES COMISSION OF SAN LUIS OBISPO COUNTY

By: _____
James Brescia, Chairperson Date

Authorized by Commission Action on: _____.

APPROVED AS TO FORM AND LEGAL EFFECT BY LEGAL COUNSEL FOR THE COMISSION:

Natalie Frye-Laacke

By: _____
Natalie Frye-Laacke, Counsel for Commission Date

CONTRACTOR

By: _____
Silvia Wasjutin, Agency Director Date
MP Health, Inc.

Exhibit “A”
Program Services/ Scope of Work

Overview / Activities / Objectives / Evaluation

Overview:

- Contractor will provide bi-lingual mental health and wellness support and counseling services in-person or virtually to families with children prenatal to five years old in San Luis Obispo County
 - Activities include but are not limited to:
 - Outreach to and recruit families with children pre-natal to age 5
 - Partner with the Promotores Collaborative, SAFE System of Care, Help Me Grow, Home Visiting Programs and other community partners to make services more accessible to families in SLO County.
 - Outreach to and communicate with community partners working with young children and their families, including early childhood educators, early intervention specialists, mental health therapists, family resource specialists, advocates (such as CASA) and health providers.
 - Create and maintain partnerships with supporting agencies. Build alliances with service providers (e.g., Martha’s Place, Community Action Partnership of SLO, Help Me Grow, Department of Social Services, Center for Family Strengthening, etc.) in the county.
 - Provide culturally responsive/sensitive services, including educational signage in Spanish.

1. Objective:

Through June 30, 2023 to provide individual, family, and couple counseling and education services (Virtually or In-Person) to at least 100 pregnant women, parents and families, annually

A. Activities

- 1.1 Outreach to and recruit Families experiencing stress, emotional distress, trauma, social-isolation, fear, and family disruption.
- 1.2 Connect all referrals and assign them to a case coordinator.
- 1.3 Screen/Assess for needs.
- 1.4 Determine the level of services needed per week.
- 1.5 Provide families with services (e.g. mental health counseling, parent training, well family check-in, etc.) and information, resources, referrals, and linkages to other service providers, parent education, direct support services basic needs funding, when available.
- 1.6 Follow-up with families to determine outcome of advocacy, referrals, etc.

B. Evaluation Activities:

Data Collection

1. Scope of work progress, program outcomes and impact to be assessed by objective and subjective data including, but not limited to the following:
 - 1.1 Report Deliverable: Complete Bi-Annual First 5 Client Data Collection Tool: Demographics (PEDS Tool).
 - 1.2 Report Deliverable: Complete Bi-Annual Milestone Report: Quantitative data: Success of meeting project objectives and related activities. Qualitative data: Anecdotal accounts of successes, barriers, etc.

Note: Reports are due no later than the last day of the next month for the immediately preceding quarter.

Exhibit “B”

Budget and Budget Narrative

First 5 Investment: Up to \$53,000 beginning on July 1, 2022, through June 30, 2023.

Item	First 5 Funding	In-Kind	Total
	July 1, 2022- June 30, 2023	July 1, 2022- June 30, 2023	
I. PERSONNEL			
Program Director	\$1,560		\$1,560
Program Coordinator	\$6,000		\$6,000
MFT/MSW	\$33,690		\$33,690
Case Coordinator	\$8,750		\$8,750
Community Liaison/Intake Coordinator	\$3,000		\$3,000
Subtotal	\$53,000		\$53,000
II. OPERATING			
Rent		\$42,000	\$42,000
Supplies		\$2,000	\$2,000
Internet		\$2,400	\$2,400
Online Platform		\$600	\$600
Postage		\$1,000	\$1,000
Subtotal		\$48,000	\$48,000
III. INDIRECT			
@0% of Personnel			
Subtotal			
IV. OTHER			
N/A			
Subtotal			
GRAND TOTAL	\$53,000	\$48,000	\$101,000

Budget Narrative

I. PERSONNEL: \$53,000

1) Program directors (\$65/hour) 2 hours per month: 24 hours until 6/30/23 \$ 1,560.00

Job description: meet with the group at large in order to monitor, support, coordinate, train, review cases, mentor and ensure services are running smoothly.

2) Program coordinator (\$60), 2 hours per week, for 100 hours until 6/30/23

\$6,000.00 Job description: meet with the MFTs and MSW and case coordinators in order to go over all new referrals and existent cases and help determine on how to best support each case.

3) MFT's and MSW (\$55/hour), 12 hours per week, total ~612 hours until 6/30/23

\$33,690.00. Job description: provide direct therapy services to clients and families, individually and to conduct group and couples therapy as needed.

4) Case Coordinators (\$35/hour), 5 hours per week for 50 weeks, for 250 hours until 6/30/23

\$8,750.00. Job description: provide the initial phone contact and to help the families complete the COVID19 stress scale. Also, to meet with the Program coordinator where a determination will be made on the level of need and support that will be provided. Case coordinators will receive cases based on language and area of expertise (babies, toddlers, preschoolers, single parents, foster/adopted, high risk children, specific disabilities, etc). They will provide support, parent education, parent training and well-family check ins, They will also send information-resources.

5) Community Liaison-Intake Coordinator/bilingual (\$30/hour), 2 hours per week, for 50 weeks, 100 hours until 6/30/23. \$3,000.00 Job description: To be in charge of receiving, taking and connecting with all referrals and assigning them to a case coordinator, as well as connecting with local agencies, pediatricians and schools.

II. OPERATING: In-Kind \$48,000

1) Office and clinic rent (to be used w/clients when in person is resumed, currently used by office personnel and counselors). (Rent: \$3,500.00X 12 months): \$42,000.00

2) Printer, paper, ink, lamination, files, labels, etc. \$2,000.00

3) Internet: \$2,400.00

4) Online platform X 12 months \$600.00

5) Postage \$1,000.00

III. INDIRECT: \$0

IV. OTHER: \$0

Exhibit "C"

Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all its subcontractors, consultants, and other agents to maintain insurance as described below. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement. The Commission reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

- A. Workers Compensation and Employers Liability Insurance
 - i. Required if Contractor has employees as defined by the Labor Code of the State of California.
 - ii. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - iii. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - iv. Required Evidence of Insurance: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

- B. General Liability Insurance
 - i. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - ii. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, the Commission requires and shall be entitled to coverage for the higher limits maintained by Contractor.
 - iii. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by the Commission. Contractor is responsible for any deductible or self-insured retention and shall fund it upon Commission's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the Contractor.
 - iv. The Commission shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
 - v. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

- vi. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
 - vii. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
 - viii. Required Evidence of Insurance:
 - a. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - b. Certificate of Insurance.
- C. Automobile Liability Insurance
- i. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
 - ii. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - iii. Insurance shall cover hired and non-owned autos.
 - iv. Required Evidence of Insurance: Certificate of Insurance.
- D. Professional Liability/Errors and Omissions Insurance (only applicable to contracts for professional services)
- i. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
 - ii. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
 - iii. If Consultant’s services include: (1) programming, customization, or maintenance of software: or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
 - a. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - b. Claims against Consultant arising from the negligence of Consultant, Consultant’s employees and Consultant’s subcontractors.
 - iv. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - v. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
 - vi. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.
- E. Standards for Insurance Companies. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best’s rating of at least A:VII.

- F. Documentation
- i. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with Commission for the entire term of this Agreement and any additional periods if specified in the sections, above.
 - ii. The name for Additional Insured endorsements and Certificates of Insurance is: Children and Families Commission of San Luis Obispo County
 - iii. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
 - iv. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
 - v. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
- G. Policy Obligations. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- H. Material Breach. If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. The Commission, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, the Commission may purchase the required insurance, and without further notice to Contractor, Commission may deduct from sums due to Contractor any premium costs advanced by the Commission for such insurance. These remedies shall be in addition to any other remedies available to the Commission.

To: First 5 Commissioners

From: Wendy Wendt, Ad Hoc Personnel Committee (Commissioners Brescia, Belch)

Date: May 25, 2022

Re: ITEM 7 – Approval of Update to Salary Schedule

Committee Recommendation

The Ad Hoc Personnel Committee recommends Commission approval of three changes to the First 5 SLO County staff salary schedule for currently-filled positions* (approved December 2021): 1) an equity adjustment to bring agency salary step schedules into alignment with comparable local public sector positions, effective July 1, 2022; 2) beginning July 1, 2023, addition of a merit-based salary increase of 3% for staff members at the top step, contingent on available funds and staff performance; and 3) establishment of July 1 as the annual date for step and/or merit-based salary increases.

Background

Until December 2021, First 5 staff salary schedules had been in place since approved by Commission action in October 2016. The ad hoc Personnel Committee (Commissioners Belch and Brescia) has been providing guidance on a comprehensive analysis of staff job descriptions, salary schedules for comparable positions within local public sector agencies and other similarly configured First 5 agencies in other counties.

At its December 2021 meeting, Commissioners approved a 3% salary increase for the duration of FY2021-22, with the expectation that a more thorough analysis and equity adjustment would be brought forward for Commission consideration and approval in alignment with the FY22-23 budget process.

The following salary schedule update is proposed for Commission approval, and includes *currently held* positions only. (Note that an Administrative Assistant position which has been vacant for at least four years will need to be brought forward for salary and job description updates if required at a future date).



NEW SCHEDULE STARTING										
7/1/2022	1	2	3	4	5	6	Monthly (1)	Monthly (6)	Annual (1)	Annual (6)
EXECUTIVE DIRECTOR	\$48.15	\$50.56	\$53.09	\$55.74	\$58.53	\$61.45	\$8,346.00	\$10,651.85	\$100,152.00	\$127,822.15
ASSOCIATE DIRECTOR	\$37.62	\$39.50	\$41.48	\$43.55	\$45.73	\$48.01	\$6,520.80	\$8,322.38	\$78,249.60	\$99,868.52
COORDINATOR (Communications)	\$29.07	\$30.52	\$32.05	\$33.65	\$35.33	\$37.10	\$5,038.80	\$6,430.93	\$60,465.60	\$77,171.13
COORDINATOR (Special Projects)	\$29.07	\$30.52	\$32.05	\$33.65	\$35.33	\$37.10	\$5,038.80	\$6,430.93	\$60,465.60	\$77,171.13

OLD SCHEDULE APPROVED										
12/2/2021	1	2	3	4	5	6	Monthly (1)	Monthly (6)	Annual (1)	Annual (6)
EXECUTIVE DIRECTOR	\$44.51	\$46.73	\$49.07	\$51.52	\$54.10	\$56.80	\$7,715.07	\$9,845.33	\$92,580.80	\$118,144.00
ASSOCIATE DIRECTOR	\$33.94	\$35.64	\$37.42	\$39.29	\$41.26	\$43.32	\$5,882.93	\$7,508.80	\$70,595.20	\$90,105.60
COORDINATOR (Communications)	\$25.29	\$26.55	\$27.88	\$29.27	\$30.74	\$32.27	\$4,383.60	\$5,593.47	\$52,603.20	\$67,121.60
COORDINATOR (Special Projects)	\$25.29	\$26.55	\$27.88	\$29.27	\$30.74	\$32.27	\$4,383.60	\$5,593.47	\$52,603.20	\$67,121.60

All current staff members have reached Step 6. As such, all would be potentially eligible for a 3% merit-based increase beginning July 1, 2023. The table below outlines anticipated salaries over the next three years (*Years 2 and 3 are contingent on performance/meeting goals):

NEW MULTI-YEAR FOR CURRENT STAFF		7/1/2022	7/1/2023*	7/1/2024*
EXECUTIVE DIRECTOR (W Wendt)	1 FTE	\$ 127,822.15	\$ 131,656.82	\$ 135,606.52
ASSOCIATE DIRECTOR (J Wells)	1 FTE	\$ 99,868.52	\$ 102,864.58	\$ 105,950.51
COORDINATOR (M Livengood)	1 FTE	\$ 77,171.13	\$ 79,486.26	\$ 81,870.85
COORDINATOR (K Roudebush)	.5 FTE	\$ 38,585.57	\$ 39,743.13	\$ 40,935.43

Fiscal Impact

The proposed equity adjustment to begin July 1, 2022 represents a \$35,515 increase in core salary costs over the current schedule. Retirement and other salary-calculated benefits are also due to increase.



To: First 5 Commission of San Luis Obispo County
From: Wendy Wendt
Date: May 25, 2022
Re: ITEM 8: Long-Range Financial Plan Update (First Reading)

Recommended Action

Staff is submitting for a first review the revised Long-Range Financial Plan. A final version will be presented for approval at the June 2022 Commission meeting.

Background: Revised Long-Range Financial Plan

Each year the financial plan is revised and updated as part of the annual strategic planning review. The proposed revised plan is attached to this memo. Fiscal Year 2020-24 Strategic Plan Expenditures are highlighted. Memo notations referenced below are numbered on the far left of the Plan table.

General Notations:

Fiscal Years 2016-17, 2017-18, 2018-19, 2019-20 and 2020-21 reflect audited revenue and expenditure amounts and are included for historical reference. Current and future years reflect a combination of approved budgeted amounts and projected amounts as detailed below.

This revision of the Long-Range Financial Plan projects out through the end of the current 4-year Strategic Plan, plus one additional four-year cycles. The final year in the Plan establishes a practice of holding annual program expenditures below annual revenue, and aims to maintain a Fund Balance reserve totaling at least two years* of total annual expenditures (Program and Administrative). Future updates of the Long-Range Financial Plan are recommended to sustain this practice. *Note that the current draft falls shy of this goal by approximately \$500k. Staff seeks guidance from the Commission regarding options to achieve goal alignment.

REVENUES:

Memo Notation 1: The plan extends to Year 29 (Fiscal Year 2027-28) in order to demonstrate a long-view on projected operations. Projected revenue amounts for Fiscal Year 2021-22 through Fiscal Year 2025-26 match State Projections published in May 2021 (updated Projections are due end of May 2022). Projected revenue for Fiscal Years beyond 2025-26 decreases annually by 5% (in anticipation that Proposition 10 revenues will continue to decline as the smoking rate declines).

Memo Notation 2: Interest revenue is projected at .75% of Fund Balance. This is a slight increase from the .3% projected percentage on prior Financial Plan updates, based on recent investment performance. However, it remains a conservative estimate well below the 2020-21 return of 1.0%.

Memo Notation 3: MAA revenues are anticipated remain in stable position near \$50,000 annually as First 5 staff continues to follow updated protocols for tracking and recording MAA-billable activities. First 5 SLO County maintains an annual \$50,000 MAA Contingency Fund to protect against liabilities of this nature (**Memo Notation 7**).

Memo Notation 4: For four years beginning in FY 2018-19, First 5 oversaw an MHSA-funded Innovations initiative. This project sunsets June 30, 2022.



Memo Notation 5: Beginning in FY2021-22, the First 5 California IMPACT funding has been managed entirely through the County Office of Education, which has assumed the fiscal lead role for all county Quality Counts grants.

Memo Notation 6: Beginning in FY2021-22 and extending through FY2022-23, First 5 San Luis Obispo County is serving as fiscal lead on at Shared Services Alliance grant awarded through First 5 California. The implementation lead on this project is Community Action Partnership of SLO County (Child Care Resource Connection). The grant total over the two-year period is \$250,000. The current draft of the Long Range Plan includes the full amount (revenue and contracted expense) in FY22-23, given that as of this date CAPSLO has not yet billed for services rendered.

EXPENSES:

Memo Notation 7: See Memo Notation 3 above re: MAA Contingency Fund.

Memo Notation 8: Under its Cal Pers Retirement Plan and in compliance with GASB 68, First 5 SLO County reports its proportional share of the state Cal PERS program long-term unfunded liability. A small portion of this liability is paid annually by First 5 SLO County, while the balance is a required liability line item on First 5 SLO County's Government-Wide Reporting Statement (part of its annual audit). However, only short-term liabilities are reported as part of the Fund Financial Statement (also included in the annual audit), which is the basis for First 5 SLO County's Long-Range Financial Plan. A \$100,000 expense has been included in the final year of the current Long-Range Financial Plan to account for this liability, while maintaining the Fund Balance figures per the Fund Financial Statement.

Memo Notation 9: 2016-20 Strategic Plan Priority Area expenses, approved in December 2015 and updated in audited with actuals through FY 2019-20, are included here for historical reference.

Memo Notation 10: Budgeted program contracts for FY 2020-21 and FY 2021-22 are notated by Priority Area. The remaining two years of the 2020-24 Strategic Plan include a total program contract amount of \$1,500,000 per year.

Memo Notation 11: A 5% contingency based on contracted programs was proposed and approved by the Commission in December 2015.

Memo Notation 12: First 5 SLO County has been tasked with coordinating a multi-year Child Care Study in partnership with the City of SLO, County of SLO, San Luis Coastal Unified School District and Cal Poly. Each of these partners contributed \$20,000 toward the effort. As of FY2022-23, \$30,000 remains to cover expenses related to this ongoing effort.

Memo Notation 13: A new program line item for Shared Services Alliance expenses has been added to the Long Range Financial Plan for FY2022-23, and includes all anticipated expenses (contract and operated) with the exception of personnel, which is included with the Administrative Budget "program personnel."

Memo Notation 14: Program staffing for advocacy and systems change work related to the We Are the Care Initiative, Help Me Grow, and other whole child-whole family initiatives has increased significantly in the past three years. Sustained staffing capacity and internal funding allocation for this work is recommended. Percentages of program-related staff time have been increased across positions to account for this systems-change focus of our work.

Memo Notation 15: At its March 2020 meeting, the First 5 Commission approved up to \$75,000 in emergency response funding during the COVID-19 pandemic. At its June 2020 meeting, the Commission approved this line item as an annual budgeted amount. Beginning in FY2022-23, this annual amount drops from \$75,000 to \$50,000 per year.

Long-Range Financial Plan		AUDITED	AUDITED	AUDITED	AUDITED	AUDITED	BUDGETED	PROPOSED					
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
		Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29
	Fund Balance Beginning of Period	8,319,744	8,369,464	8,621,801	8,877,415	9,014,202	9,395,180	8,748,423	8,052,620	7,190,173	6,480,570	5,673,848	4,784,190
1	Prop 10 Tax Revenues actual to FY 2020-21 (budgeted 21-22, state projections through FY2025-26, then 5% annual decline projected for outlying years)	1,668,413	1,553,037	1,596,654	1,710,751	1,741,456	1,753,150	1,594,376	1,412,998	1,404,231	1,323,010	1,256,860	1,194,017
2	Interest Revenue (.75%)	60,448	111,400	168,053	172,951	92,320	64,816	65,613	60,395	53,926	48,604	42,554	35,881
	TOTAL TAX/INTEREST REVENUE	1,728,861	1,664,437	1,764,707	1,883,702	1,833,776	1,817,966	1,659,989	1,473,393	1,458,157	1,371,614	1,299,413	1,229,898
	OTHER REVENUE:												
3	MAA	9,603	49,859	68,390	15,112	65,477							
	Other Revenue (grants, sponsorships, etc.)	6,541	175	12,511	26,280	100,017							
4	MHSA INNOVATIONS				60,648	120,940	376,346						
5	IMPACT	249,368	560,062	469,844	622,665	37,572							
	IMPACT HUB PAYMENTS		28,281	47,852	42,204	83,898							
6	First 5 CA Shared Services Alliance							250,000					
	TOTAL REVENUE	1,994,373	2,302,814	2,363,304	2,650,611	2,241,680	2,194,312	1,909,989	1,473,393	1,458,157	1,371,614	1,299,413	1,229,898
	TOTAL REVENUE PLUS BEGINNING BALANCE	10,314,117	10,672,278	10,985,105	11,528,026	11,255,882	11,589,492	10,658,412	9,526,013	8,648,330	7,852,184	6,973,261	6,014,088
7	CONTINGENCY FUND FOR MAA						(50,000)						
8	UNFUNDED LIABILITY												(100,000)
9	2016-2020 PRIORITY AREAS								(1,300,000)	(1,300,000)	(1,300,000)	(1,300,000)	(1,300,000)
	Perinatal Readiness	(216,899)	(229,701)	(235,741)	(227,370)								
	Family Strengthening	(180,233)	(276,384)	(297,491)	(347,050)								
	Child Health and Development	(176,632)	(169,024)	(154,143)	(243,597)								
	Early Learning (Core Allocation)	(571,674)	(378,983)	(400,253)	(378,743)								
10	2020-24 PRIORITY AREAS (Core Prop 10 Allocation)							(1,500,000)	(1,500,000)				
	Child Health and Development					(488,419)	(875,370)						
	Early Learning					(334,957)	(215,604)						
	Family Resilience					(232,295)	(386,566)						
	Unallocated						(22,460)						
11	Program Contingency (5% of Priority Area Investment)							(75,000)					
	First 5 Kits	(1,170)	(1,100)	(1,100)	(2,605)	(1,843)	(2,500)						
4	MHSA				(37,186)	(99,137)	(406,579)						
	Early Learning (IMPACT)	(299,238)	(456,933)	(476,676)	(573,601)	(77,000)							
	IMPACT Regional HUB Contracts				(41,806)								
12	Collaborative Child Care Study					(28,292)		(30,000)					
13	Shared Services Alliance Contract (CAPSLO)							(245,310)					
	BASELINE EVALUATION EXPENSE 2% (approved 2012-13)	(34,214)	(32,642)	(30,388)	(35,022)	(27,969)	(30,000)	(36,106)	(31,200)	(27,700)	(27,700)	(27,700)	(27,400)
14	SYSTEMS CHANGE/ADVOCACY AND POLICY EFFORTS	(36,555)	(35,512)	(36,897)	(43,575)	(11,819)	(50,000)	(50,000)	(50,000)	(75,000)	(75,000)	(75,000)	(60,000)
15	Emergency Response Funding				(61,438)	(27,300)	(75,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)
	SPONSORSHIPS	(3,100)	(2,600)	(8,800)	(2,500)	(2,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
	TOTAL PROGRAM EXPENSE	(1,519,715)	(1,582,879)	(1,641,489)	(1,994,493)	(1,331,031)	(2,199,079)	(1,921,416)	(1,641,200)	(1,462,700)	(1,462,700)	(1,462,700)	(1,547,400)
	ADMINISTRATION:												
	BASELINE: Proposed 2022-3 budget, 1.5% increase in FY23-24 and after to account for performance and step-based salary increases, and other potential inflationary costs												
	Program Personnel and Program Operating Expense	(219,647)	(265,989)	(261,892)	(275,703)	(275,703)	(378,834)	(378,347)	(384,022)	(389,783)	(395,629)	(401,564)	(407,587)
	Administrative Personnel and Operating Expense	(205,291)	(201,609)	(231,280)	(243,628)	(253,968)	(263,156)	(306,028)	(310,618)	(315,278)	(320,007)	(324,807)	(329,679)
	TOTAL ADMINISTRATION:	(424,938)	(467,598)	(493,172)	(519,331)	(529,671)	(641,990)	(684,375)	(694,641)	(705,060)	(715,636)	(726,371)	(737,266)
	TOTAL EXPENSE	(1,944,653)	(2,050,477)	(2,134,661)	(2,513,824)	(1,860,702)	(2,841,069)	(2,605,791)	(2,335,841)	(2,167,760)	(2,178,336)	(2,189,071)	(2,284,666)
	Remaining Fund Balance End of period	8,369,464	8,621,801	8,877,415	9,014,202	9,395,180	8,748,423	8,052,620	7,190,173	6,480,570	5,673,848	4,784,190	3,729,422
	Administrative %	10.56%	9.83%	10.83%	9.69%	13.65%	9.26%	11.74%	13.30%	14.54%	14.69%	14.84%	14.43%
	Direct Program Investment to Total Expenses	78%	77%	77%	79%	72%	77%	74%	70%	67%	67%	67%	68%

ATTACHMENT:
Draft Plan
("FY 22-23")



To: First 5 Commissioners of San Luis Obispo County

From: Wendy Wendt

Date: May 25, 2022

Re: ITEM 9: FY 2022-23 Proposed Administrative Budget

Recommended Action

Staff is requesting initial Commission review and discussion of the proposed Administrative Budget for Fiscal Year 2022-23. Final review and approval are scheduled for the June 22, 2022 Commission meeting.

PROPOSED ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2022-23 (Attachment 1)

Staff recommends a total administrative budget in the amount of \$684,375 for FY 2022-23. This amount is included in the Commission’s Long Range Financial Plan (draft pending approval, June 22, 2022).

The recommended amount represents an organizational structure that includes three full-time staff (Executive Director, Associate Director, Communications and Outreach Coordinator), and one 20 hours per week (.5 FTE) Special Projects Coordinator (We Are the Care and Other Systems Change Projects). Two personnel-related updates anticipated for FY2022-23 contribute to an anticipated increase in the proposed Administrative Budget. First, the Communications and Outreach Coordinator will be moving to a full-time salaried role beginning July 1 (from a current hourly role at .85 FTE). Second, staff salaries across the board are due to increase on July 1 due to an equity adjustment developed by the Commission Ad Hoc Personnel Committee (Commissioners Brescia, Belch, Executive Director Wendy Wendt) and scheduled for Commission approval at today’s meeting (Agenda Item 7).

The proposed budget also includes a contingency amount of \$20,000 (approximately 3%) to provide for unforeseen expenses related to future needs. Contingency items may include any other unforeseen expenses related to increased costs for various new professional service contracts.

In accordance with the proposed Financial Plan, a total of \$1,921,416 has been projected for program and evaluation expense, plus \$378,347 in program-related personnel/operating costs, totaling \$2,299,763. Total operating expense is projected at \$2,605,791.

The projected administrative expense of 11.8% is within the Commission’s established maximum of 15%.

Additional notes appear as “Comments” in the far right column of the attached 2022-23 Budget Draft.



ATTACHMENT 1

First 5 San Luis Obispo County 2022-23 Budget (DRAFT May 25, 2022)

Prop 10 Expenditures	2021-22 Proposed Administrative Budget (adjusted 12/21)	2022-23 Proposed Administrative Budget	Variance	Comments
Salaries	318,459	343,447	24,988	Updated Salary Schedule slated for approval 5/25/22; 4 staff members @ total 3.5 FTE
Benefits	141,423	157,379	15,956	computed at 40% for all; includes \$20,000 toward PERS Unfunded Accrued Liability
<i>Cell Phone Stipend</i>		1,800	1,800	\$30/month per employee
Sub-Total Salary and Benefits	459,882	502,626	42,744	
Professional Services				
Payroll Services	3,510	3,510	-	\$130 x 26 pay periods
Legal Services	23,500	20,000	(3,500)	Based on prior year
Outside Auditor	8,000	8,225	225	per estimate provided by auditor applicant
Public Health MAA Fee	5,000	5,000	-	fee = 10% of MAA invoice amount as per contract with Public Health (est. \$50000)
Cal PERS GASB 68 Valuation Fee	700	700	-	
IT Services	15,000	15,000	-	IT Upgrade scheduled for 2022 + regular maintenance (postponed in prior year due to pandemic)
Bookkeeping	5,000	5,000	-	Fiscal Reporting Analysis
Consultation (DEI, Strat Planning)	7,000	10,000	3,000	includes design of strat planning process, DEI integration
Sub -Total Professional Services	67,710	67,435	(275)	
Services and Supplies				
Computer Supplies	1,000	1,000	-	software, other accessories; computer upgrades
Copy/Printing	2,000	2,000	-	
Food	1,000	1,000	-	
Insurance	4,000	5,000	1,000	liability/property/crime
Maintenance Contracts	300	150	(150)	copier maintenance; majority of expense now under Significant Value Purchase (new copier lease)
Memberships	6,000	5,000	(1,000)	State Association dues, Children Services Network support, Chamber Dues (SLO, PR, S County)
Office Expense	3,000	2,000	(1,000)	
County Auditing Services	8,393	8,720	327	2022-23 agreement
Postage	100	100	-	
Registration/Training	3,000	3,000	-	attendance at state meetings, staff summits, professional development activities, staff tech training
Rent/Utilities	45,072	37,344	(7,728)	Rent Reduction for 2022-23
Significant Value Purchase	9,000	12,000	3,000	reserved for 7-10 year old equipment (e.g. printers; office furniture, computers, etc.) - new computers and furniture scheduled for purchase
Special Dept. Expense	10,533	9,000	(1,533)	Outreach and Promotion Materials; special event costs
Phone/Data/Internet Access	5,000	5,000	-	\$200/mo. (Cable and phones); anticipated tech upgrade
Travel Expenses	3,000	3,000	-	out-of-county meetings & conferences, in-county employee mileage
Contingency	13,000	20,000	7,000	3.1% of Administrative budget.
Sub-Total Services and Supplies	114,398	114,314	(84)	
Administrative Expense	641,990	684,375	42,385	based on 2016-28 financial plan; MAY DRAFT TOTALS 680,408
Less: Program Related Admin	(378,834)	(378,347)	487	based on 2016-28 financial plan
Total Administrative Expense	263,156	306,028	42,872	
Program & Evaluation Expense	2,199,079	1,921,416	(277,663)	based on financial plan - decrease due to end of MHSA grant
Plus: Program Related Admin	378,834	378,347	(487)	
Total Program & Evaluation Expense	2,577,913	2,299,763	(278,150)	
Administrative Percentage	9.26%	11.74%		
Total Operating Expense	2,841,069	2,605,791	(235,278)	