



***December 2, 2021 COMMISSION MEETING
AGENDA PACKET ATTACHMENTS***

Attachments:

ITEM 4: Consent Agenda

- a) October 28, 2021 Minutes (Draft)
- b) November 17, 2021 Minutes (Draft)

ITEM 5: Memo and Draft Contract: SLO Botanical Garden

ITEM 6: Memo re: Proposed Update to Personnel Policy/Benefits – Café
Cash Contribution for Health Plans

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

COMMISSION MEETING MINUTES

October 28, 2021 (DRAFT)

Current Commissioners Present

Bruce Gibson (Chair)
Penny Borenstein, MD (Vice Chair)

SLO County Board of Supervisors
SLO County Public Health Department

Linda Belch
James Brescia, EdD
Melinda Sokolowski
James Tedford, MD
Alison Ventura, PhD
Bob Watt

SLO County Dept. of Social Services
SLO County Office of Education
Child Care Planning Council
Medical Representative (FAAP)
Community at Large
Community at Large

Commissioners Absent/Excused

Erica Ruvalcaba-Heredia, EdD

Community at Large

Staff Present

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

Call to Order

Chair Gibson called the meeting to order at 11:32 a.m.

ITEM 1 – Chair Comments

None

ITEM 2 – Commissioner Announcements and Updates

Commissioner Borenstein announced organizational changes within the Public Health Department, specifically two new Divisions (formerly one Division – Family Health Services) – 1) Clinical and Communicable Disease Services, and 2) Maternal and Child Health.

Commissioner Watt praised educators – and special education professionals in particular - as they have mobilized and launched the school year within the continuing context of COVID.

ITEM 3 - Public Comment – Items not on the agenda

None.

ITEM 4 (ACTION ITEM) - Consent Agenda

- a. Approve September 23, 2021 minutes
- b. Approve September 30, 2021 Special Meeting minutes
- c. Approve Q1 21-22 Financial Report
- d. Approve Contract Amendment – Parents Helping Parents

Public Comment: None

Commissioner Sokolowski made a motion to approve the Consent Agenda. The motion was seconded by Commissioner Watt and passed 7-0 (Commissioner Brescia was not present for the vote).

ITEM 5: Staff Reports

Misty Livengood, Communications and Outreach Officer, provided an update on the following activities:

- The Family Friendly Workplace Accelerator Program at the SLO Chamber launched on October 4, with Christina LeFevre Latner taking the full-time role of Workforce Development Manager (funding by First 5 and the County of San Luis Obispo). Media coverage has been extensive, and the community response immediate and extremely positive.
- We Are the Care has capped off a social media campaign. Public Comment is focused on the Cuesta College Economic Impact Report. Upcoming Public Comment will spotlight the Family Friendly Workplace Accelerator Program.
- The Hands on Heroes Campaign is transitioning due to new ownership of the Central Coast Journal. Our November Hero – Tri-Counties staffer Kristin Gautrey – will appear in the December issue (there will be no November issue).
- First 5 Intern Lily Goldstein has launched a new Talk.Read.Sing segment called “Silly Lily.”

Sarah Montes Reinhart, Special Projects Administrator with the 3 by 3 Project, provided the following highlights on the project:

- Over 1,200 screenings were performed during FY 20-21. 340 hours in one-on-one educational encounters with parents. 181 children were identified as needing referrals for early intervention services.

Commissioner Watt asked if there have been outliers. Ms. Reinhart responded that a full evaluation is in process. She pointed out that there is a clear increase in the number of parents wanting information, and sharing of parenting resources.

Executive Director Wendy Wendt provided the following updates:

- First 5 SLO County’s new evaluation team is diving into their work. They have provided an overall evaluation plan to the staff, and anticipate presenting at a First 5 Commission meeting early in 2022.

- First 5 staff are participating in a series of workshops hosted by the First 5 Association on the topic/s of Race, Equity, Diversity and Inclusion (“REDI”). The consulting team is top-notch, and the experience is highly valuable.
- First 5 Association Director Melissa Stafford Jones is stepping down to take a new position heading up the CA Youth Behavioral Health Initiative (a Governor-appointed role).
- UndocuSupport is poised to bring on its first paid staff person, with funding from a health equity grant through the County Public Health Department.
- American Rescue Plan Act (ARPA) funds have been appropriated to support child care initiatives in three South County cities – Pismo Beach, Grover Beach, and Arroyo Grande. First 5 and early childhood partners are still waiting for additional information from the County of San Luis Obispo regarding hopeful opportunity to secure county-level ARPA funding toward child care. Ms. Wendt noted that the County of Santa Barbara Board of Supervisors recently voted to allocate \$2 million in ARPA funds toward child care recovery/resilience/expansion.
- The City of San Luis Obispo has mobilized a small pilot program to invest in expansion of licensed family child care homes within the city limits. This is a partnership between the City and CAPSLO’s Child Care Resource Connection.
- The Public Sector Child Care Study has continued to its next phase, with Consultant Fran McIntyre shepherding a four-agency survey of working families’ dependent care needs.
- Ms. Wendt is scheduled to give several presentations of note in the near future, including the Community Foundation’s annual Professional Advisors’ Luncheon, and the County Workforce Development Board.
- AB 361 requires that public entities approve 30-day resolutions allowing for virtual public meetings in the face of continuing public health emergencies. Ms. Wendt will schedule a special meeting for this purpose in November. Commissioner Brescia suggested looking into more efficient ways to comply with AB 361.

Discussion:

Commissioner Sokolowski pointed out that First 5 contributions coupled with generous donations from throughout the community have been invaluable to supporting vulnerable families during the pandemic.

Commissioner Belch asked if We Are the Care also focuses on child care needs for school-aged children. Pre-teens are especially vulnerable. Ms. Wendt responded that the child care conversation both within We Are the Care, the Child Care Planning Council and the Family Friendly Workplace Accelerator Program do not limit focus to only the 0-5 set. An additional population of concern is that of children – any age – with special developmental and/or physical needs.

Public Comment: None

ITEM 6 (ACTION ITEM): Commission Review and Accept FY2020-21 Annual External Audit

Ms. Wendt introduced this item. First 5 SLO County has contracted for a second year with Moss Levy Hartzheim (MLH). A three-person team from MLH was on-site at First 5 for 1 ½ days. Firm partner Alex Hom was in attendance at the Commission meeting to make a brief report and answer questions. Ms. Wendt shared that the audit included no compliance findings and flagged one finding related to internal controls – “In a test of 25 payroll transactions, it was noted that one employee did not get the advancement in vacation accrual when the employee reached four years of active service” (Audit document p. 35). Ms. Wendt acknowledged missing this timing; she explained that a corrective action plan had been immediately implemented upon discovery of the error – including updating vacation accrual calculators within the contracted Paychex payroll system as well as internal tracking procedures, and adjusting the accrued vacation total for the employee in question.

She briefly summarized the agency’s financial position at the end of FY 20-21, including an increase in revenue from the prior year largely due in part to underspending by several funded programs that were forced to contract, alter or pause services in the midst of COVID.

Mr. Hom concurred with Ms. Wendt’s summary, and commented that the audit process was straightforward and clean with the one finding listed above. He commended Ms. Wendt and her staff for their thoroughness, helpfulness and overall accuracy.

No Discussion. No Public Comment.

Commissioner Belch made a motion to accept the External Audit. The motion was seconded by Commissioner Sokolowski. Motion passed unanimously.

ITEM 7 (ACTION ITEM): Public Hearing: Commission Review and Approval of FY2020-21 Annual Report to First 5 California

Mr. Wells outlined programmatic and fiscal data to be submitted to First 5 CA by October 30, 2021 in compliance with state Annual Report requirements. He emphasized that the Report exercise gives us a chance to celebrate the work of the staff, families, children in our community. In addition, our numbers contribute to a state report, part of telling a statewide story.

Commissioner Belch appreciated seeing the data the way the First 5 California requests it. She asked if it is possible to compare the funding priority mix (Health, Early Learning, Family Support, Systems) in SLO County versus other county First 5s. Ms. Wendt responded that this is possible, with the caveat that each county First 5 defines which of its program investments to assign to these First 5 CA categories somewhat differently.

Public Comment: None

Commissioner Watt made a motion to approve First 5 SLO County’s FY2020-21 State Annual Report submission. The motion was seconded by Commissioner Tedford and passed unanimously.

Following the vote, Ms. Wendt drew Commissioners' attention to the Annual Report slide that shows multi-year revenue-to-expense trends. For the past several years, First 5 SLO County revenues have been higher than expenses. Ms. Wendt encouraged "brave planning and bold investment" by the Commission moving into the second half of the Strategic Plan.

ITEM 8 (ACTION ITEM): Contract with County of San Luis Obispo (Public Health Department) for Home Visiting Coordination

Mr. Wells presented on this item. A Request for Proposals titled "First 5 Thrive" was released. Five applications were submitted by the deadline. A Review committee comprised of Mr. Wells, and Commissioners Ventura and Gibson assessed all submitted proposals, and are submitting a recommendation to the full Commission for approval of a proposal submitted by the County Public Health Department for \$900,000 to support a Home Visiting Coordination initiative. The project will include implementation of a case management data system, and development of a unified screening/assessment and referral system across and among home visiting services in the county. A long-term vision embedded in this work is a universal home visiting option for all newly parenting families in San Luis Obispo County. Enhanced collaboration and coordination among existing programs offer a major step in this direction. Mr. Wells added that CAPSLO is a key partner in the home visiting work. An additional \$35,000 for a subcontract with CAPSLO is included in the recommendation, bringing the total contract to \$935,000. Contract duration is November 1, 2021 – June 30, 2024.

Cherie Fields and Karina Silva Garcia, both Public Health Department staffers involved with the Home Visiting program, were on hand for questions. They expressed gratitude and excitement about the proposed opportunity.

Discussion:

Commissioner Brescia inquired regarding the long-term funding plan for the initiative; what is First 5's exit strategy? Mr. Wells responded that the RFP required a 25% match and this was met within the proposed budget. In addition, it is important to point out that the First 5 investment is in part assisting with one-time costs that help build on existing programs (e.g. data system). Commissioner Brescia cautioned that the Commission needs to always confirm supplementation – not supplantation – when adding investments to existing programs.

Commissioner Gibson commented that based on his participation on the Review Committee, he sees this investment as assisting with better coordination, creation of efficiencies, and leveraging resources to achieve stronger outcomes for families. The results of this work could propel future investment by others, including the County.

Commissioner Brescia pointed out the importance of ensuring sustainability. Commissioner Gibson called out the example of Martha's Place, where initial First 5 investment allowed for "proof of concept" and results. Now Martha's Place is a permanent funded feature of the County Behavioral Health Department. Commissioner Borenstein added her conviction that this is a scalable effort, and that there are already significant additional resources going into county home visiting programs.

Ms. Wendt voiced her strong support for this direction. This is the first time that First 5 SLO County has invested significantly in home visiting, and is joining many other county First 5s in their support for this work. There is also strong interest at the state level in home visiting as a family strengthening modality. This local investment is ideally timed.

Commissioners Watt and Gibson acknowledged that it will be important to watch the rollout of this important new investment, its impact on the community, and its potential for lasting sustainability.

Public Comment: NONE

Commissioner Watt made a motion to approve a multi-year contract in the amount of \$935,000 with County Public Health for the purposes of Home Visiting Coordination. The motion was seconded by Commissioner Belch and passed 5-0 (Borenstein recused; Brescia had left the meeting before the vote).

As a follow-up, Mr. Wells announced that the Review Committee had taken note of the merits of another proposal that had been submitted from the SLO Botanical Garden for a trauma-informed nature-based experience initiative. The Committee is proposing a First 5 investment of \$100,000 over three years in support of this work. The idea is to contribute to building “islands of resilience” in the community. Some of the funding would support staffing, and some would support professional development trainings. A contract draft will be brought to the Commission at its December 2, 2021 meeting.

Commissioner Ventura added that this project felt like something fresh, and supports the idea of supporting the effort.

Prior to adjourning, Ms. Wendt reminded Commissioners of the need to schedule another Special Meeting to update the Resolution allowing for the option to hold virtual public meetings. She will send out a poll to identify an ideal date.

ITEM 9 -- Adjourn

1:17 p.m.

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

**COMMISSION MEETING MINUTES
November 17, 2021 (Special Meeting)**

Current Commissioners Present

Bruce Gibson (Chair)	SLO County Board of Supervisors
Linda Belch	Department of Social Services
James Brescia, EdD	SLO County Office of Education
Erica Ruvalcaba-Heredia, EdD	Community at Large
Alison Ventura, PhD	Community at Large

Commissioners Absent/Excused

Penny Borenstein, MD (Vice Chair)	SLO County Public Health Dept.
Melinda Sokolowski	Child Care Planning Council
James Tedford, MD	Medical Representative (FAAP)
Bob Watt	Community at Large

Staff Present

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

Call to Order

Chair Gibson called the meeting to order at 10:30 AM.

ITEM 1 – Chair Comments

None

ITEM 2 – Commissioner Announcements and Updates

None

ITEM 3 - Public Comment – Items not on the agenda

None

ITEM 4 (ACTION ITEM): Adopt Resolution 2021-02 Proclaiming a Local Emergency and Authorizing Remote Teleconference Meetings of First 5 SLO County for the Period November 17 – December 16, 2021 Pursuant to Brown Act Provisions

First 5 Legal Counsel Natalie Frye-Laacke presented on this item. She explained that laws are now changing regarding the use of virtual meeting technology (e.g. Zoom) for public entities. Resolution 2021-01 was adopted at a Special Commission meeting on September 30, 2021 that allowed the Commission the option to meet virtually at its October 28 Commission meeting because meeting in person continued to be deemed a health risk due to COVID. A Resolution is only allowable for a period of 30 days or fewer. Resolution 2021-02 will provide for a second 30-year period, which includes the next regularly scheduled First 5 Commission meeting on December 2, 2021

Ms. Wendt pointed out that if the Commission does not enact this Resolution we will be required to meet in person at the December 2 meeting. A Resolution will provide the Commission with options.

Public Comment: None

Commissioner Brescia made a motion to approve Resolution 2021-02. The motion was seconded by Commissioner Ventura and passed unanimously.

ITEM 5 -- Adjourn

10:46 a.m.

To: First 5 Commission of San Luis Obispo County

From: First 5 Staff

Date: December 2, 2021

Re: Item 5: Commission Approval: Contract with San Luis Obispo Botanical Garden

Recommended Action

It is recommended that the Commission approve a contract with San Luis Obispo Botanical Garden for Early Childhood Nature Based Experiences and Professional Development Services in San Luis Obispo County.

Background

On Tuesday August 3, 2021, First 5 released a Request for Proposals (RFP) inviting child and family centered service providers to submit applications for funding to address one or more of the three focus areas in the First 5 FY 20-24 strategic plan: Child Health & Development, Early Learning, Resilient Families. The intent of this “First 5 Thrive” RFP was to solicit “big idea” proposals that create or expand significant value to the local system of helping young children and their families thrive.

Five proposals in total were received by the September 17, 2021 due date. A Proposal Review Committee -- comprised of First 5 staff, two First 5 Commissioners, and an outside community representative -- read, scored, and discussed all proposals. At the conclusion of their deliberations, the Proposal Review Committee agreed on a recommendation to fully fund the proposal for Home Visiting Coordination from County of San Luis Obispo Public Health Department.

Following this recommendation, the committee recommended partially funding a smaller proposal submitted by the San Luis Obispo Botanical Garden. The proposal is for the deployment and expansion of their children’s garden, nature-based early childhood programming, and professional development related to reliance and trauma informed care. The SLOBG currently has children’s activities, but desires to expand these efforts by hiring a part-time Early Childhood and Family Programs Director to deliver nature-based programming with a focus on Adverse Childhood Experience (ACEs), Trauma-Informed practices and promoting resilience for young children and their families.

SLOBG intends to partner with Center for Family Strengthening for support around building trauma informed resilience focused programs. Dr. Nisha AbdulCader, local pediatrician specializing in early childhood development, perinatal substance exposure, adverse childhood events and trauma informed practices and is also on the SLOBG Board of Directors, will be provide in-kind consultation to this project. SLOBG will also partner with the Promotores Collaborative to increase outreach to and accessibility for Spanish speaking and Latinx families.



New Contract

Early childhood Nature Based Experiences and Professional Development: San Luis Obispo Botanical Garden: \$100,000. Term: January 1, 2022 – June 30, 2024.

Contractor will work to expand access, infrastructure, and programming in the SLOBG Children’s Garden, to provide an increased capacity for nature-based experiences, education, and wellness, to all children of San Luis Obispo County for children prenatal to five years old and their families. Contractor will also plan and deliver professional development classes in nature-based experiences and trauma informed care for educational, health, and family support professionals.

BUDGET LINE ITEMS	Year 1 1/1/22 - 6/30/22	Year 2 7/1/22 - 6/30/23	Year 3 7/1/23 - 6/30/24	Total
1. SLOBG Project Coordinator: Early Childhood and Family Programs Director .5 FTE	\$15,000	\$30,000	\$30,000	\$75,000
2. Programs for professional development in nature-based experiences (including training for educational, health, and family support professionals and Promotores Collaborative staff.	\$4,000	\$4,000	\$4,000	\$12,000
3. Educational signage in Spanish	\$2,500	\$2,500	\$2,000	\$7,000
4. Curriculum materials for children ages 0-5 according to California Education Standards	\$2,000	\$2,000	\$2,000	\$6,000
Total	\$23,500	\$38,500	\$38,000	\$100,000

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 San Luis Obispo Botanical Garden ("the Contractor"), providing Early Childhood Nature Based Experiences and Professional Development services in San Luis Obispo County.

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 Early Childhood Nature Based Experiences and Professional Development services 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 Nature Based Experiences and Trauma Informed Care Professional Development services 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 to be determined. Meetings are generally scheduled from 3-5PM. Dates and time are subject to change with prior written notice.

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 One Hundred Thousand Dollars (\$100,000.00) 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, 2024 (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 it 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, judgments, 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 provide 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:

Chenda Lor
San Luis Obispo Botanical Garden
3450 Dairy Creek Rd
San Luis Obispo, CA 93405

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: _____
Bruce Gibson, 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: _____ Date: _____
Chenda Lor, Executive Director Date
San Luis Obispo Botanical Garden

Exhibit “A”

Program Services/ Scope of Work

Overview / Activities / Objectives / Evaluation

Overview:

- Contractor will work to expand access, infrastructure, and programming in the SLOBG, including its dedicated Children’s Garden, to provide an increased capacity for nature-based experiences, education, and wellness, to all children of San Luis Obispo County for children prenatal to five years old and their families. Contractor will also plan and deliver professional development classes in nature-based experiences and trauma informed care (for educational, health, and family support professionals).
 - Activities include but are not limited to:
 - Hire Early Childhood and Family Programs Director.
 - Design and implement nature-based programming and experiences for children prenatal to age 5 and their families.
 - Outreach to and recruit families with children pre-natal to age 5 to visit the SLOBG and its Children’s Garden.
 - Promote monthly free admission family days. Children twelve and under always receive free admission at the Garden. Parents will be offered donation optional admission on non-free days.
 - Partner with the Promotores Collaborative and other community partners to make SLOBG activities more accessible to Spanish speaking and Latinx families in SLO County.
 - Partner with Parents Helping Parents and other community partners to make SLOBG activities more universally accessible to young children of all abilities.
 - Gather and analyze demographic data about SLOBG visitors and Early Childhood program attendees.
 - Develop and deliver surveys for families with young children to assess the impact of the nature-based experiences.
 - Collect information on the program’s impact in reducing anxieties, and track improvement of family resiliency skills.
 - Provide support for families to assess children’s growth and development through continuity of care and help with services needed.
 - 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.
 - Develop and deliver classes in nature-based experiences and trauma informed care for educational, health, and family support professionals.
 - 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.

Overview / Activities / Objectives / Evaluation

Objective 1:

- By June 30, 2022, SLOBG Youth Programs Committee will develop an Advisory Council for Early Childhood Garden and Program Development.

Objective 2:

- By June 30, 2024, at least 24 Nature-based experience, education, and wellness programs for Prenatal, Birth to 5 children and their families will be delivered.

Objective 3:

- By June 30, 2024, at least 50% of parents/caregivers of children birth to 5 participating in SLOBG nature-based experiences will report increased knowledge/awareness of their child's social, emotional, and developmental needs.

Objective 4:

- By June 30, 2024, at least 10 of professional development classes in nature-based experiences and trauma informed care (for educational, health, and family support professionals) will be delivered

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 Quantitative data: Success of meeting project objectives and related activities
 - 1.2 Qualitative data: Anecdotal accounts of successes, barriers, etc.
 - 1.3 Report Deliverable: Complete Bi-Annual First 5 Client Data Collection Tool: Demographics.
 - 1.4 Report Deliverable: Complete Bi-Annual Report: Data, Narrative TBD in coordination with First 5 and Contractor.
- Note: Reports-Due no later than the last day of the next month for the immediately preceding quarter.

Exhibit "B"

Budget

First 5 Investment: Up to \$100,000 beginning on January 1, 2022, through June 30, 2024.

Funds to support personnel (Estimated .5 FTE) and operating/program costs specifically related to the Nature Based Experiences and Trauma Informed Care Professional Development services program. Contractor to invoice First 5 Quarterly. Total contract amount, up to \$100,000.

BUDGET LINE ITEMS	Year 1 1/1/22 - 6/30/22	Year 2 7/1/22 - 6/30/23	Year 3 7/1/23 - 6/30/24	Total
1. SLOBG Project Coordinator: Early Childhood and Family Programs Director .5 FTE	\$15,000	\$30,000	\$30,000	\$75,000
2. Programs for professional development in nature-based experiences (including training for educational, health, and family support professionals and Promotores Collaborative staff.	\$4,000	\$4,000	\$4,000	\$12,000
3. Educational signage in Spanish	\$2,500	\$2,500	\$2,000	\$7,000
4. Curriculum materials for children ages 0-5 according to California Education Standards	\$2,000	\$2,000	\$2,000	\$6,000
Total	\$23,500	\$38,500	\$38,000	\$100,000

Exhibit "C"

Insurance Requirements

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 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 Commission

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

Date: December 2, 2021

Re: ITEM 6: Update to Personnel Policy re: Café Contribution for Health Plans

Recommended Action

Staff recommends the Commission update Health, Dental and Vision Benefits section of the Personnel Handbook and Policy to Correspond with Current County of San Luis Obispo Multi-Levels for Café Contribution

Background

Current First 5 San Luis Obispo County Health Benefits policy includes one level of Café Contribution for employees, as follows:

Category 1): Executive Director, Associate Director, Communications and Outreach Officer, Special Projects Administrator: \$975/month or \$836/month without medical coverage

Category 2) Administrative Assistant (currently unfilled): \$726/month or \$625 without medical coverage

Existing practice within the agency is to match when financially feasible and practicable to match benefits policies established by the County of San Luis Obispo for comparable positions. Current County Café Contributions include three levels within the two job categories that most closely match the above. These levels include 1) Employee (EE), 2) EE +1 Dependent, and 3) EE +2 Dependents. Note that there currently exists a fourth level if employees opt out of the group coverage offered through First 5.

The Personnel Committee and Executive Director propose updating First 5 Personnel Benefits to align with current County Café Contribution categories and amounts as follows:

Category 1: \$975 (EE); \$1,025 (EE+1); \$1250 (EE+2); \$836 w/out med coverage)

Category 2: \$750 (EE); \$1075 (EE+1); \$1,310 (EE+2); \$631 w/out med coverage)