
To: First 5 Commission

From: Wendy Wendt

Date: July 13, 2020

Re: Item 4: Collaborative Child Care Study Contract

Recommended Action:

Staff recommends the Commission approve a \$30,000 contract with the Low Income Investment Fund (LIIF) to conduct the Feasibility Phase of a Collaborative Child Care Study. Contract Term: August 1, 2020- June 30, 2021.

Background:

First 5 SLO County has entered into MOUs with four public sector partners (City of SLO, County of SLO, Cal Poly, San Luis Coastal Unified School District) to coordinate a Collaborative Child Care Study. This includes contracting with outside consulting firm/s to provide expert guidance on a suite of options for expanding child care capacity in the county. The Local Child Care Planning Council is playing a central advisory role on the study, as are members of the We Are the Care initiative.

A request for proposals (RFP) was released on March 6, 2020. Two applicants submitted consultant proposals by the deadline of May 6, 2020. A selection committee made up of representatives of each public sector partner, the Local Child Care Planning Council Coordinator and a community volunteer from We Are the Care together reviewed applications and conducted two sets of interviews. After careful deliberation, the committee chose the proposal submitted by a three-consultant team under the auspices of the Low Income Investment Fund (LIIF), based in San Francisco with offices in Los Angeles, New York and Washington DC). As stated in their application, “LIIF is a national leader in Early Childhood Education (ECE), and as a Community Development Financial Institution, we bring a unique voice to ECE that is often not heard. We influence local, state and national policies and funding to strengthen the ECE field.”

The three members of the LIIF team include Liz Winograd (staffer at LIIF in San Francisco), Kristen Anderson (LIIF consultant based in San Mateo County) and Eileen Monahan (LIIF consultant based in Santa Barbara County and a former program staffer at First 5 Santa Barbara County). Together, this trio brings a range of skill sets and state-wide perspectives on the challenges and possibilities related to child care capacity building. LIIF as an organization and each of the individual team members are also deeply steeped in COVID-recovery work within the ECE field in several other California counties.

Fiscal Impact:

Each of the four public sector partners listed above has contributed \$20,000 to support the Collaborative Child Care Study (total \$80,000). The Feasibility Phase is the first of two phases, and has been allocated \$30,000 to fund the LIIF contract. The remaining \$50,000 will be used to fund the “Design Phase” of the study, building concrete action based on Feasibility Phase recommendations. First 5 is contributing to the overall initiative by providing in-kind staff time by the Executive Director to manage the project and all related contracts.

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

This Contract for Services (the “Contract”), 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”), whose address is 3220 South Higuera Street Suite 232, San Luis Obispo, CA 93401, and Low Income Investment Fund - LIIF (“Contractor”), whose address is 49 Stevenson Street, Suite 300, San Francisco, CA 94105, is for providing consultation on the feasibility phase of a collaborative child care study.

WITNESSETH

WHEREAS, 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

WHEREAS, 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

WHEREAS, Communities in San Luis Obispo County are experiencing a growing child care crisis; and

WHEREAS, in May 2019, the Commission hosted a Where’s the Care Town Hall Meeting with local stakeholders to mobilize resources in both the public and private sectors in a shared effort to address child care capacity across the County; and

WHEREAS, following the town hall, the Commission along with the following agencies - City of San Luis Obispo; County of San Luis Obispo; San Luis Coastal Unified School District; and California Polytechnic State University, San Luis Obispo (Cal Poly) (collectively, the “Study Partners”) agreed to a collaborative partnership to pursue local solutions to the child care crisis; and

WHEREAS, the Commission desired to conduct a Collaborative Child Care Study (the “Study”) with a goal to expand quality affordable child care options in San Luis Obispo County; and

WHEREAS, the Commission entered into Memoranda of Understanding with each of the Study Partners which confirm the Study Partners’ shared monetary investment in the Study, which assign the Commission a role as Study Coordinator including contract management with project consultants, and which assign the Local Child Care Planning Council of San Luis Obispo County as advisor to the Study; and

WHEREAS, the Commission together with these Study Partners named above, sought applications through an open Request for Proposal process for a consulting service provider to conduct the “feasibility phase” of the Study with a goal to identify and recommend a suite of options available to public sector organizations that contribute to expanding quality affordable child care capacity in San Luis Obispo County both for public sector employees and for families residing in San Luis Obispo County; and

WHEREAS, the Contractor was chosen as the most qualified and suitable applicant; and

WHEREAS, the Commission desires to provide contract and fiscal management with braided funding provided by the Study Partners to conduct the Study, beginning with the feasibility phase reflected in this Contract, said Study subject to the terms and conditions specified herein; and

WHEREAS, the Contractor desires to carry out said Study 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:

TERMS AND OBLIGATIONS

1. Scope of Service. The Contractor agrees to provide the Scope of Services set out in Exhibit A and Exhibit A-1 attached hereto and made a part thereof by this reference.
2. Compensation and Billing. Contractor shall be compensated by the Commission for performing said services in accordance with Exhibits B and B-1 attached hereto and incorporated herein by reference.
3. Effective Date and Duration. The effective date and duration of this Contract shall be as specified on Exhibit C, attached hereto and incorporated herein by reference.
4. General Conditions. Commission and the Contractor shall comply with all applicable provisions of the General Conditions, attached hereto as Exhibit D and incorporated herein by reference.
5. Special Conditions. Commission and the Contractor shall comply with the Special Conditions attached hereto as Exhibit E and incorporated herein by reference.

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

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

Wendy Wendt, Executive Director Date

CHILDREN AND FAMILIES COMMISSION 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 COMMISSION:

Natalie Frye-Laacke

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

CONTRACTOR:

By: _____
Rachel Bluestein, Senior Vice President, National Programs Date
Low Income Investment Fund

**EXHIBIT A
SCOPE OF SERVICES**

1. Record keeping and reporting of services

Contractor shall:

- a. Keep complete and accurate records of services delivered pursuant to this Contract, 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 with reasonable notice. Such records shall comply with all applicable Federal, State, and County record maintenance requirements.
- b. 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 pursuant to Exhibit B.1.d.; and can be cause for Termination for Cause pursuant to Exhibit E.3.a.

2. Program Services

- a. The Contractor shall contribute to the Collaborative Child Care Study goal to expand quality affordable child care options in San Luis Obispo County by conducting a feasibility study resulting in a suite of recommendations as specifically set out in Exhibit A-1 which is attached and incorporated herein by reference.

3. First 5 Commission 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:

(a) is 100% tobacco free, indoors and outdoors;

(b) 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 to three times during a typical work day. Each milk expression time takes around 15 minutes, plus time to go to and from the 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.

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

EXHIBIT A-1

Collaborative Child Care Study Scope of Work

Scope of Work for Collaborative Child Care Study Phase 1- Feasibility: Elizabeth Winograd from the Low Income Investment Fund (LIIF) will lead the work with Early Care and Education (ECE) consultants Eileen Monahan and Kristen Anderson.

To fully engage in this study, the LIIF team will begin the project with a Kickoff meeting to learn more about child care opportunities and concerns in the county, and to refine the details of this scope of work. The LIIF team will use this information to determine data collection needed for a complete picture of the issues in the county. Our team will also examine local policy that will inform us of the development of quality child care, and any community plans or projects that provide opportunities for deeper study or leveraging.

Our team will conduct Interviews with key stakeholders and two focus groups of child care center operators and family child care providers in the county to gauge capacity and interest in expansion. Finally, a report of findings and recommendations for implementation during Phase 2 of the SLO Study will be created and presented at the end of the project, with draft versions for input at specific points along the way.

Below is the outline of the SOW for the project reflecting the SLO Study Groups' Request for Proposal (RFP):

1. **Component 1 - Create a work plan and study framework** – The details of this SOW will be determined, based on questions from the Component Study areas in the RFP. The team will create a structure around the purpose and objectives of the study and seek agreement on the framework with the Study Team. A timeline will be created with a beginning date determined once the contract process is completed.
2. **Component 2 - Research and collect initial data** – Current local studies will be reviewed along with needs assessments, policies and reports relevant to the components and questions for this study. Data and reports will be requested of Study partners and key stakeholders. The study design will be informed by current research and best practices on models for collaborative child care studies and studies of similar size and scope for similar counties. These models will incorporate the three Component Areas identified for this study.
3. **Component 3 – Outreach, engagement of community groups and stakeholders** - Research questions and approaches will be created to solicit input from stakeholders. Partner agencies' Human Resource policies (including those related to child care) will be reviewed, along with SLO City and SLO County child care land use and zoning policies. Provider focus groups will be conducted in English and Spanish as appropriate. Key stakeholders will be interviewed to fill in gaps in data and perspective that may be missing from the surveys and research. Interviewees may include the LPC Coordinator,

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Children’s Resource and Referral staff, the San Luis Obispo City and County Community Development departments and Collaborative Study partners.

4. **Component 4** - Draft report – Research will be compiled, and a draft report created. Study partners will be asked to review findings and provide input.
5. **Component 5 - Finalize report and presentation** – The final report will be presented virtually, one time, to all Study partners and a video of the presentation and slide deck will be made available for their use. A specific number of hours can be built into the SOW details during Component 1 for additional presentations, if needed, and that time will be reserved for that use.

PROJECT PHASE	TIMELINE by Month						DELIVERABLES
	1	2	3	4	5	6	
Work Plan Development - Initial Project Planning and Introductory meetings							<ul style="list-style-type: none"> Revised work plan
Research, initial data collection							<ul style="list-style-type: none"> Study framework
Assessments, surveys and interviews with stakeholders							<ul style="list-style-type: none"> Results summary
Reporting on initial data and input session(s) with stakeholders							<ul style="list-style-type: none"> Draft findings and recommendations Presentation
Update Report recommendations based on input							<ul style="list-style-type: none"> Final report
Presentation of findings and recommendations							<ul style="list-style-type: none"> Report slide deck Presentation

EXHIBIT B

COMPENSATION AND BILLING

1. **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 \$30,000 (Thirty thousand dollars) pursuant to the project budget and budget narrative in Exhibit B-1, which is incorporated herein by reference.
 - b. Contractor shall be reimbursed for all costs necessary and reasonable for performance of the obligations of the contract as established by the budget and budget narrative in Exhibit B-1. 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 Commission shall provide to Contractor, and 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.
2. **Budget Adjustments.**
 - a. First 5 Commission Executive Director ("Director") must approve and execute amendments for budget adjustments to reallocate funds among budget categories contained in Exhibit B-1. Requests for budget adjustments must be in writing with a showing of good cause that advances the overall purpose of the contract.
 - b. 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 contract or create any other obligation on the Commission under this contract.
 - c. Contractor must promptly give prior written notice to Director of proposed budget adjustments to reallocate funds among line items within budget categories contained in Exhibit B-1.

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EXHIBIT B-1

BUDGET

Item	Budget July 1, 2020- June 30, 2021
I. PERSONNEL	
Elizabeth Winograd (salary and benefits)	\$4,050
Eileen Monahan (80 hours at \$150/hour)	\$12,000
Kristen Anderson (57 hours at \$150/hour)	\$8,550
Subtotal Personnel	\$24,600
II. OPERATING	
Rent	100
HR & IT	200
Office	385
Travel	300
Grant Management	500
Subtotal Operating Expenses	\$1,485
III. INDIRECT	
Included in Personnel costs (13.05%)	\$3,915
IV. OTHER (Please List)	
Subtotal Other	0
TOTAL BUDGET	\$30,000

EXHIBIT B-1
Budget Narrative, FY 2020-21

I. PERSONNEL

These costs are for three personnel: Eileen Monahan, Kristen Anderson and Liz Winograd. Eileen and Kristen will be subcontractors to LIIF, with \$150 hourly rates. Eileen's hours are estimated at 80 and Kristen's at estimated 57. Due to the contract cap, we are only asking for \$4,050 for Liz Winograd who is a full time employee at LIIF. See Team Member Responsibilities below.

II. OPERATING EXPENSES

Our operating expenses are, \$100 for rent, \$200 for human resources and IT support, \$500 for grant management, and \$385 for office supplies and expenses. We added a minimal amount for travel if it is safe to travel and to do site visits in SLO. If we do not use the travel, we will add back into hours of work for Eileen.

III. INDIRECT COSTS

We are requesting 13.05% indirect costs, or \$3915.

IV. OTHER COSTS

No other costs are included.

Team Member Responsibilities

Allocation of project responsibilities among team members

All work will be coordinated by the team. Each team member will take the lead on different tasks and responsibilities, with the other members providing support.

Elizabeth Winograd will:

- Manage the F5 contract and support the work of Kristen and Eileen
- Serve as point of contact for the LIIF team with the SLO Study team
- Oversee the work plan for the feasibility study
- Lead the development and completion of the feasibility study report
- Assist with surveys and focus groups
- Prepare presentations and participate as needed

Kristen Anderson will:

- Lead component B, the planning/zoning and local public policy options to unlock child care capacity
- Gather models from other counties and share other county policies and procedures regarding planning/zoning
- Interview and survey city and county representatives
- Gather data and make recommendations related to these components for the feasibility study
- Participate in the writing of the report

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Eileen Monahan will:

- Lead component A, child care benefits for public sector partner agency employees
- Lead component C, child care workforce pipeline options
- Gather models from other counties and share other county policies and procedures regarding components A and C
- Conduct outreach and engage stakeholders for components A and C
- Develop and conduct surveys, focus groups and interviews for Components A and C
- Gather data and make recommendations related to these components for the feasibility study
- Participate in the writing of the report
- Prepare presentations and participate as needed

EXHIBIT C

EFFECTIVE DATE AND DURATION

1. **Effective Date.** The effective date of this contract is August 1, 2020, provided that all parties have signed 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.
2. **Term.** Unless terminated earlier, pursuant to the provisions of this contract, the term of this contract shall be from its effective date until June 30, 2021. The estimated duration of the project is six months, referenced in the timeline included in Exhibit 1-A (Scope of Work).

EXHIBIT D

GENERAL CONDITIONS

1. **Independent Contractor.** Contractor shall be deemed to be an independent contractor of Commission. Nothing in this contract 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.
2. **Warranty of Contractor for Provision 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 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, will at all times, to the extent required by law, be properly certified and licensed under the local, State and Federal laws and regulations applicable to the provision of services herein.
3. **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 Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the Commission in writing.
4. **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.
5. **Non-Assignment of Contract.** Contractor shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this contract 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. For the avoidance of doubt, Contractor may subcontract performance of this Contract to Kristin Anderson and Eileen Monahan.
6. **Entire Agreement and Modifications.** This Contract 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.

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Contractor specifically acknowledges that in entering into and executing this contract, Contractor relies solely upon the provisions contained in this Contract and no others.

7. **Governing Law.** This Contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions.
8. **Waiver.** No delay or failure on the part 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.
9. **Severability.** The Contractor agrees that if any provision 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.
10. **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 or national origin, and those conditions contained in Presidential Executive Order number 11246.
11. **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); (c) sent by a nationally recognized overnight courier (providing proof of delivery); or (d) sent via email (email will be deemed received upon confirmation of receipt by recipient).

To the Contractor (with copy to LIIF legal counsel Walter Chen) at:

Elizabeth Winograd
Senior Program Officer
Low Income Investment Fund
49 Stevenson Street, Suite 300
San Francisco, CA 94105
ewinograd@liifund.org
wchen@liifund.org

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
wwendt@first5slo.org

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

12. **Inspection Rights.** Upon reasonable request, the Contractor shall allow the Commission to evaluate the quality, appropriateness, and timeliness of services performed under this Contract 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 Contract including work papers, reports, financial records and books of account. Upon reasonable request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such records, or copy thereof, to Commission.
13. **Signatory authority.** Contractor warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract warrants that he/she has been properly authorized and empowered to enter into this Contract.
14. **Indemnification.** 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 and employees from any and all claims and demands, damages, costs, expenses, judgments, attorney fees or liability that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder.

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

- a. Violation of statute, ordinance, or regulation.
- b. Professional malpractice.
- c. Willful, intentional or other wrongful acts, or failures to act.
- d. Negligence or recklessness.
- e. Furnishing of defective or dangerous products.
- f. Premises liability.
- g. Strict liability.
- h. Inverse condemnation.
- i. Violation of civil rights.
- j. 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.

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.

15. **Insurance.** Contractor shall procure the following required insurance coverage at its sole cost and expense and maintain in full force and effect for the period covered by this Contract. All insurance coverage are to be placed with insurers which (1) have a Best's rating of no less than B+VIII, and (2) are admitted insurance companies in the State of California.
- a. **Comprehensive General Liability** Contractor shall maintain in full force and effect, for the period covered by this Contract, Comprehensive General Liability insurance with the following coverage.
- (i) Personal Injury and Bodily Injury, including death resulting therefrom.
 - (ii) Property Damage.
 - (iii) Automobile coverage which shall include owned and non-owned vehicles. The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the total amount of One Million (\$1,000,000.00) dollars.
The following coverage must be provided:
 - (1) If the insurance policy covers an "accident" basis, it must be changed to "occurrence".
 - (2) The policy must cover personal injury as well as bodily injury.
 - (3) The policy must contain a severability of interest clause or endorsement.
 - (4) The Children and Families Commission, its officers, employees and agents shall be named as additional insured under the Comprehensive General Liability portion of the insurance policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the Commission, whether commercial or self-insurance will be called upon to contribute to a loss hereunder.
 - (5) Self-insurance can be substituted for a commercial policy, the same provisions shall apply.
- b. **Worker's Compensation Insurance** In accordance with the provisions of Labor Code Section 3700, Contractor, if Contractor has any employees, is required to be insured against liability for Workers' Compensation or to undertake self-insurance, Contractor agrees to comply with such provisions before commencing the performance of the work of this Contract.
- c. The following requirements apply to all insurance to be provided by Contractor:
- (i) A certificate of insurance shall be furnished to the Commission prior to commencement of work. Upon request by the Commission, Contractor shall provide a certified copy of any insurance policy to the Commission within ten (10) working days.
 - (ii) The provider of insurance policies shall affirm in writing that the policies cannot be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the Commission.
 - (iii) Approval of the insurance by Commission shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of

damages resulting from Contractor's services or operations pursuant to this contract.

16. **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; power outages; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood fire, explosion, 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.
17. **Fiscal Records.** Contractor shall maintain accurate fiscal records pertaining to services performed under this Contract. 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. Contract 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 case of an audit, until audit findings are resolved, whichever is later.
18. **Commission Audits/Scope.** Commission may audit Contractor's fiscal records relating to services performed under this Contract, 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.
19. **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) 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.
20. **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 term of this Contract.

21. **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 ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.

22. **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.

EXHIBIT E

SPECIAL CONDITIONS

1. **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. Should the Commission's funding be insufficient to provide funding for this contract, the Commission may, in its sole discretion, reduce or eliminate funding for this contract. Where possible, the Commission shall make only prospective funding changes.
2. **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.
3. **Termination for Cause.**
 - a. If the Commission determines that there has been a material breach of this Contract by Contractor which poses a threat to health and safety, the Commission may immediately terminate the Contract. In addition, if any of the following occur, Commission shall have the right to terminate this Contract effective immediately upon giving written notice to the Contractor:
 - i) 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
 - ii) Any requisite licenses or certifications required for the performance of this Contract and held by Contractor are terminated, suspended, reduced, or restricted; or
 - iii) Contractor has failed or refused to furnish information or 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.
 - b. Commission must give Contractor written notice setting forth the nature of the breach if any of the following occur and for all other material breaches of the Contract:
 - i) Contractor fails to perform its duties and obligations under this Contract; or
 - ii) Contractor fails to fulfill in a timely and professional manner its obligations under this Contract; or
 - iii) Contractor has not documented services or has not sufficiently documented services to the reasonable satisfaction of the Commission. This includes without limitation, failure to meet industry standards or failure to satisfy any special requirements of

documentation needed by third party payors or Federal or State funding agencies; or

If Contractor fails to remedy said breach within 10 (ten) days from the date of the 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.

- c. All obligations to provide services shall automatically terminate on the effective date of termination. Contractor shall be paid for all work completed prior to the effective date of said termination.
 - d. 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 not limited to, costs incurred by Commission in investigating and communicating with Contractor regarding said breach, including staff time.
4. **Termination for Convenience.** Either party may terminate this Contract at any time by giving to the other party 60 (sixty) 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 completed prior to the effective date of said termination.
 5. **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.
 6. **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 First 5 San Luis Obispo County employees on official business, unless otherwise provided for in this contract.
 7. **Gifts.** Gifts may not be charged to this Contract, whether to Contractor staff or anyone else.
 8. **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 grounds 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 three (3) 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 year the Commission will be entitled to the legal rate of interest on the over charged amount from the date of the billing.

Contract for Services Between First 5 San Luis Obispo County & Low Income Investment Fund
Fiscal Period August 1, 2020-June 30, 2021

9. **Recognition.** Contractor agrees to give appropriate recognition to Commission 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.

10. **First 5 Commission and Study Partner Responsibilities.** Commission and Study Partners will provide resources and support to Contractor during the Study such as existing research data, direct outreach to constituents, and agency personnel allocations. Agencies to provide resources according to their applicable laws, policies, and availability, as solely determined by each individual agency.
 - Support from leadership at all partnering public agencies for outreach to key informants to maximize participation in data collection
 - Resources related to child care access and affordability are available on the website of the We Are the Care Initiative (a cross sector collaborative in San Luis Obispo County that is elevating community awareness related to the local child care challenge): <https://www.first5slo.org/we-are-the-care-resources.php>
 - Advisory committee participation, managed by the Local Child Care Planning Council (representation from We Are the Care Local Government Engagement Task Force, child care leaders (early and school aged), Higher Education, human resources, employment law, regional planning, Study partner agency staff liaisons)