

June 27, 2018 COMMISSION MEETING AGENDA PACKET ATTACHMENTS

Attachments:

Item 4 (Consent Agenda)

- a) May 23, 2018 Minutes
- b) Memo and Draft Contract Amendment with CAPSLO/ Supplemental Budget for IMPACT HUB-funded activities
- c) Memo and Draft Contract with Tolosa Children's Dental Center
- d) Memo and Draft Update to Long-Range Financial Plan
- Item 6: Memo and Draft 2017-18 Administrative Budget
- Item 8: Memo and draft Advocacy Agenda Budget Plan 2018-19
- Item 11: 2010-16 Report of Findings, Child Death Review Team San Luis Obispo County

FIRST 5 SAN LUIS OBISPO COUNTY CHILDREN AND FAMILIES COMMISSION

COMMISSION MEETING MINUTES

May 23, 2018

Current Commissioners Present

Bruce Gibson SLO County Board of Supervisors
Penny Borenstein, M.D. SLO County Public Health Department

James Brescia SLO County Office of Education
Devin Drake Department of Social Services

James Forester, DDS Medical Representative (Central Coast Dental Society)

Janet Murphy Community at Large

Tracy Schiro Children's Services Network

Bob Watt Community at Large

Commissioners Absent/Excused --

Melinda Sokolowski Child Care Planning Council

Staff Present

Commission staff: Wendy Wendt, Jason Wells, Misty Livengood

Commission Evaluator: Tom Keifer Commission Counsel: Ray Biering

Call to Order

Chair Gibson called the meeting to order at 4:04 p.m.

ITEM 1 - Chair Comments

None

ITEM 2 - Public Comment – Items not on the agenda

Stephanie Uclaray, Social Worker for Recruitment with County DSS, provided an update on DSS foster care recruitment in partnership with county schools. The effort will continue next year with an expanded goal to reach out to parent groups, and to churches with onsite daycares. The project is looking to an example of a partnership in Ventura County with church day care centers, many of whom offer free slots for foster youth.

ITEM 3 – Commissioner Comments/Announcements

None

ITEM 4 - Consent Agenda

- a. Approval of the March 28, 2018 Minutes.
- b. Approval of the FY 2017-18 Quarterly Financial Report.
- c. Approval of agreement with San Luis Obispo County for administrative services related to the Medi-Cal Administrative Services (MAA) program.
- d. Approval of a one-year contract amendment with Thomas Keifer for evaluation services (Core Priority Area programs and IMPACT) for the period July 1, 2018 to June 30, 2019; total amount not to exceed amount designated in the Commission's Financial Plan (see Item 8).

Public Comment: None

Commissioner Watt made a motion to approve the Consent Agenda. The motion was seconded by Commissioner Drake and passed unanimously.

Bob Watt, Devin Drake

ITEM 5 – Staff Report

Misty Livengood provided updates on the following activities:

- Hands on Heroes April Hero Tom Dobsyn (nominated by CASA), May Hero Sarah Sullivan (nominated by Parents Helping Parents)
- April Month of the Child Events: Children's Day in the Plaza and other kids' festivals
- Annual Update to Board of Supervisors, April 17, 2108
- Promoting Healthy Immigrant Communities Forum in Arroyo Grande coordinated by Health Access Training Project
- Birth and Baby Fair at Sierra Vista Regional Medical Center
 - Commissioner Drake asked what questions parents ask at these types of events.
 Ms. Livengood responded child care resources, Talk.Read.Sing., information on developmental milestones.
 - Commissioner Forester commented that Twin Cities Hospital is planning a similar outreach event.
- Kick-off of First 5 20th Anniversary launched at Advocacy and Family Fun Day in Sacramento on May 2.
- First 5 SLO County is sponsoring Talk.Read.Sing. night at the San Luis Obispo Blues Game on June 9.

Public Comment: None

ITEM 6 - Child Care Landscape in San Luis Obispo County

Shana Paulson, Children Services Manager with CAPSLO's Child Care Resource Connection presented an update on child care supply and demand in San Luis Obispo County.

She highlighted "bad news-good news":

Bad News: large waiting lists, no centralized access point for child care referrals Good News: subsidized programs now allow for 12-month eligibility and a higher income cap; programs receive a higher reimbursement per slot.

Nationwide an estimated 25% of children are in the care of relative caregivers.

17% of local requests are for non-traditional hours.

Infant Toddler care is a high need area. Part of the reason for this is licensing (low adult/child ratio and related staffing costs).

SB89 has created the Foster Care Bridge Program, which provides initial monetary assistance for resource families to cover the costs of child care. SLO County is one of the first two counties in CA to roll this out. So far 19 children from 13 families have received support.

Compensation is low in the profession. An estimated 46% of child care workers nationwide are receiving public support of some sort.

SLO County QRIS is reaching many providers – 36 centers and 39 family child care providers are working on quality improvement. Collectively they have logged about 2000 professional development hours.

Cal Poly Sociology Department is working with CAPSLO to conduct a – Child Care Planning Needs Assessment. Several questions related to child care and employment will be included. First 5 is planning to participate in the group providing input on study design.

Commissioners raised various questions, including:

- Is there a demographic correlation with use of Family Friend and Neighbor care versus center-based? Anecdotally, Latino families lean more toward FFN than Caucasian.
- Does CCRC track child care access/availability for children with special needs?
 Answer: no, though there is strong interest in increasing capacity/skill-set for providers to be able to better serve this population.
- Is there a centralized eligibility list for child care referrals? Answer: No. Some counties such as Tulare and San Francisco have local eligibility lists. This is something to look in to.

Commissioner Gibson requested that First 5 work with community partners to develop a regular update on the status of child care in the county, some sort of standardized approach to providing a "Child Care Report Card." And aligned with this type of report, he encouraged

development of a cost analysis to meet unmet child care need. This combined report then begins to drive a conversation on policy. He encouraged activation of this type of annual report within the year.

Commissioners discussed the value of Family Friend and Neighbor care, and discussed one example of an employee group that is looking at a creative way to share child care in a coop setup, combined with 4 10-hour work days.

Public Comment:

Marilu Gomez, Georgia Brown School Readiness Coordinator in Paso Robles, works with families who would rather stay home with their kids but can't because they have to work.

ITEM 7 – Approval of 2018-20 Program Contracts

Associate Director Jason Wells introduced the item, a proposal for Commission approval of 15 contracts totaling \$2,835,623. Thirteen of the fourteen contracts have a two-year term, from July 1, 2018 through June 30, 2020. One contract, with Pediatric Physical Therapy Services, has a one-year term, due to anticipation of a more decentralized approach to funding early intervention services as related to development of a Help Me Grow system framework for San Luis Obispo County.

One contract, the BABES program with the County Public Health Department, has a modest increase, due to tight fiscal constraints at the county level. Commissioner Brescia expressed concern that a county program was the only program with an increased budget, while all other contracting organizations successfully maintained level funding.

Public Comment: None

All contracts approved (see next page)

Program	Organization	2 Year Contract Amount	Yes	No	Abstain
BABES	SLO Co PH (WIC)	\$358,740	7	0	Borenstein
Perinatal Mental Health Support Services	Center for Family Strengthening	\$13,534	7	0	Watt
Baby's First Breath	SLO Co PH	\$110,000	7	0	Borenstein
Parents Helping Parents	Parents Helping Parents	\$83,132	8	0	0
First 5 Preschools (2)	SLOCOE	\$384,208	7	0	Brescia
Georgia Brown School Readiness	Paso Robles JUSD	\$296,755	7	0	Brescia
Oceano School Readiness	Lucia Mar USD	\$283,170	7	0	Brescia
Early Learning For All	SLOCOE	\$88,818	7	0	Brescia
Vision Screening	Gary Englund and Associates	\$60,000	8	0	0
Oral Health Program Manager	SLO Co PH	\$80,000	6	0	Borenstein Forester
Oral Health Prevention for Children	Partnership for the Children – Tolosa Children's Dental Center	\$59,000	7	0	Forester
Health Access Trainers	Carsel Consulting Group	\$68,520	8	0	0
Best Pals	Pediatric Physical Therapy	\$45,000	8	0	0
IMPACT SLO	Community Action Partnership	632,834	8	0	0
IMPACT SLO	SLOCOE	271,912	7	0	Brescia
TO					

ITEM 8 (PUBLIC HEARING/ACTION ITEM) – Annual Strategic Plan Review/Approval – (Long Range Financial Plan) (ACTION ITEM)

Wendy Wendt reminded Commissioners of the annual exercise to review and update First 5 SLO County's Long Range Financial Plan as a part of its Strategic Plan. This Financial Plan update is at the mid-point of the current four-year Strategic Plan, which extends from 2016 to 2020. Assumptions related to long-range financial planning extend out 10 years through 2027-18. The 2017 increase in tobacco tax combined with the increased minimum smoking age is predicted to accelerate a decline in tobacco tax revenues to First 5 agencies. A backfill provision connected with the additional tax rate is anticipated to offset some of the decline in 2018-19. The Plan includes a very conservative view for this on outlying years, and uses a 5% decline rate for estimated Prop 10 revenue. At the end of the current update of the Financial Plan, a Fund Balance of \$2.719 million represents approximately two years of program expenditures. There is a floating contingency fund for MAA. The Commission has been advised by County Public Health and the external auditor that \$50,000 is an appropriate

amount. The other contingency is \$100,000 to capture the agency's long-term unfunded CalPERS liability.

An additional anticipated source of revenue in the coming two years includes funds from the IMPACT Hub to cover regional professional development and planning for IMPACT partners (First 5, CAPSLO, SLO County of Education).

Commissioner Borenstein made a motion to approve the updated Long-Range Financial Plan. The motion was seconded by Commissioner Schiro and passed unanimously.

ITEM 9 – FY 2018-19 Draft Administrative Budget

Ms. Wendt introduced the draft administrative budget with a reminder that it is directly linked to the Long-Range Financial Plan as approved under Item 8. Total Admin Budget amount for FY 2018-19 is set at \$552,496. She noted that the budget is developed based on historial spending, budget parameters, and new directions. Key changes in the proposed budget in comparison to the prior year include increased personnel costs associated with Step increases for three staff members, a decrease in professional services (prior year expense for web design, now complete), increase in special department expense to cover materials and activities related to 20th anniversary, and an increase in travel expenses to cover Ms. Wendt's participation in a state Leadership Cohort.

A final draft of the FY 2018-19 Administrative Budget will be presented to the Commission for review and approval at its June 27, 2018 meeting.

Public Comment: None

ITEM 10 – Adjourn 6:25 p.m.



To: First 5 Commissioners of San Luis Obispo County

From: Wendy Wendt

Date: June 27, 2018

Re: ITEM 4b: Contract Amendment – CAPSLO IMPACT Hub Funded Activities

Recommended Action

Staff is requesting Commission approval of a contract amendment to the CAPSLO IMPACT SLO Contract that adds a single-item supplemental budget line item in FY2018-19 for up to \$16,850 in Data System costs, which are covered through a regional IMPACT HUB budget.

Staff further requests that the Commission authorize staff to establish Memoranda of Understanding with its two IMPACT SLO funded partners (CAPSLO and SLO County Office of Education) regarding additional HUB-fundable activities that will be paid for directly by First 5 San Luis Obispo County (approximately \$45,000) and reimbursed by the HUB lead agency, First 5 Ventura County.

Background

First 5 California distributes a portion of its IMPACT investment through a network of regional HUBS. First 5 San Luis Obispo County and local QRIS partners are in Region 7, which also includes Santa Barbara County and Ventura County First 5 agencies and other QRIS partner agencies. First 5 Ventura County is the "HUB lead," a role that includes both managing regional collaboration, and also overseeing a HUB budget which is designed to cover a variety of activities. Much of this budget is designated for pass-through to the county-level partners in the following areas: (1) data system costs, (2) travel and fees related to professional development and planning and the regional/state level, and also for certain assessment/coaching certification training.

First 5 SLO County is required by First 5 Ventura County to be the direct recipient of any HUB funds that cover the above-described allowable activities. A mechanism is required to ensure appropriate local access to and distribution of HUB funds among partner agencies. In the case of data system costs (1), an amendment to the existing CAPSLO/First 5 SLO County contract is recommended because CAPSLO is directly responsible for managing the local QRIS data tracking system (Pinwheel). In the case of HUB-fundable lodging and fees (2) incurred by SLO County QRIS Consortium partners (primarily CAPSLO and SLO County Office of Education), First 5 SLO County staff are able to directly pay for these activities. Memoranda of Understanding will be set up with CAPSLO and SLOCOE to establish clear definitions of sanctioned activities, and protocols for requesting First 5 payment of lodging and fees.

<u>Fiscal Impact</u>: First 5 SLO County outlay to CAPSLO of up to \$16,850 for Data System Costs, to be reimbursed by First 5 Ventura County.

FIRST AMENDMENT TO CONTRACT FOR IMPACT SLO

This First Amendment is entered into on	, 2018, by and between the
Children and Families Commission of San Luis Obispo Cour	nty, a political subdivision of the
State of California, pursuant to Health and Safety Code secti	on 130140.1 ("the Commission"),
whose address is 3220 South Higuera Suite 232, San Luis Ol	pispo, CA 93401 and the Community
Action Partnership of San Luis Obispo County, Inc. ("the Contr	ractor"), providing quality
improvement services related to the IMPACT SLO program.	

WITNESSETH:

WHEREAS, the parties previously entered into the above referenced contract for Impact SLO on ______, a true and correct copy of which is attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, the parties are desirous of amending the contract to include a supplemental budget in FY 2018-19 for data system costs, totaling \$16,850; and

NOW, THEREFORE, the parties hereto agree as follows:

- 1. The Supplemental Budget attached hereto and incorporated by reference as Exhibit B is hereby added to the contract referenced above.
- 2. In all other respects, the remaining terms and conditions of the above-referenced contract shall remain in full force and effect.

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 and Families Commission of San Luis Obisp	
	By: Wendy Wendt, Executive Director CHILDREN AND FAMILIES COMMISSIS SAN LUIS OBISPO COUNTY By: Bruce Gibson, Chairperson	ON OF Date
	Authorized by Commission Action on:	·
APPROVED AS TO FORM AND LEGAL COUNSEL FOR THE COM		
By:RAYMOND A. BIERING, Cour		
RAYMOND A. BIERING, Cour	nsel for Commission Date	
CONTRACTOR:		
By: Elizabeth "Biz" Steinberg, Execut: Community Action Partnership of		

EXHIBIT A: IMPACT SLO CONTRACT (FY 2019/19/20) between

First 5 San Luis Obispo County and Community Action Partnership of San Luis Obispo County

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

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 103100 ("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, the Contractor coordinates and carries out activities related; and

WHEREAS, the Commission receives regular allocations of funds pursuant to the Children and Families Act of 1998, which must be used to implement the Strategic plan; and

WHEREAS, the Commission desires to provide funding for quality improvement services for early learning programs, said services subject to the terms and conditions specified herein; and

WHEREAS, 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:

GUIDING PRINCIPLES

The Children and Family Commission of San Luis Obispo County has committed to bring programs together to provide high quality, outcome-based, integrated services to families in San Luis Obispo County. The Commission's decision-making is guided by standards expected of itself and its Contractors. While each may find different ways to implement depending upon its specific Scope of Services, Contractor shall carry out this contract with regard to the following Commission guiding principles:

Recognize throughout its endeavors the value and respect due to children as individual human beings, and embrace a comprehensive view of child development that encompasses physicality, cognition, behavior, social interaction, and emotions.

Reduce the effects of adverse health risks such as secondhand smoke, other substance abuse and family violence on infants and young children.

Respect the cultural diversity among us.

Support access to services for all families in an environment of support and respect.

TERMS AND OBLIGATIONS

- 1. <u>Scope of Service</u>. 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. <u>Compensation and Billing</u>. Contractor shall be compensated by the Commission for performing said services in accordance with Exhibit B and Exhibits B-1 and B2 attached hereto and incorporated herein by reference.
- 3. <u>Effective Date and Duration</u>. The effective date and duration of this Contract shall be as specified on Exhibit C, attached hereto and incorporated herein by reference.
- 4. <u>General Conditions</u>. Commission and the Contactor shall comply with all applicable provisions of the General Conditions, attached hereto as Exhibit D and incorporated herein by reference.
- 5. <u>Special Conditions</u>. 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 Directe and Families Commission of San Luis	
	Wendy Wendt, Executive Director	Date
	CHILDREN AND FAMILIES COMI SAN LUIS OBISPO COUNTY	MISSION OF
	By:	
	By:Bruce Gibson, Chairperson	Date
	Authorized by Commission Action or	n:
APPROVED AS TO FORM AN LEGAL COUNSEL FOR THE O		
RAYMOND A. BIERING		
By: Raymond A. Biering, Coun		
Raymond A. Biering, Coun	sel for Commission Date	
CONTRACTOR:		
Ву:		
Elizabeth "Biz" Steinberg, E Community Action Partners		

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 without prior notice. Such records shall comply with all applicable Federal, State, and County record maintenance requirements.

b. Shall submit quarterly program/service reports as described further in Exhibit A-1 for the immediately preceding quarter by:

<i>J</i> 1	<u> </u>
October 31, 2018	October 31, 2019
January 31, 2019	January 31, 2020
April 30, 2019	April 30, 2020
July 31, 2019	July 31, 2020

- c. Submit to the Commission 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.
- d. 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.5.a.

2. <u>Program Services</u>

- a. The Contractor shall provide quality improvement services for early learning programs in San Luis Obispo County as specifically set out in Exhibit A-1 which is attached and incorporated herein by reference.
- b. The Contractor shall attend eight quarterly First 5 Partner meetings, scheduled as follows:

August TBD, 2018	August 8, 2019
November 8, 2018	November 14, 2019
February 14, 2019	February 13, 2020
May 9, 2019	May 14, 2020

Meetings generally scheduled from 3-5PM. Dates subject to change.

3. 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:

- (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: (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.

EXHIBIT A-1

IMPACT SLO QIS/QRIS Program Scope of Work

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
1. Objective: Through June 30, 2020 to coordinate SLO County			
Quality Counts Consortium.			
A. Activities			
1.1 Coordinate Quality Counts Consortium,	1.1 to 1.5	Documentation of activities	SLO County Child
focusing on start-up of QIS/QRIS	Ongoing	Bocumentation of activities	Care Planning
implementation and community partner			Council
communication in support of implementing			Manager (All)
IMPACT SLO.			
1.1.1 Arrange and coordinate 4 Quality			
Counts Consortium meetings.			
1.1.2 Arrange and coordinate 4 Quality			
Counts Executive Committee meetings.			
1.2 Represent IMPACT SLO at regional Hub meetings, and provide training(s) for other			
Hub members outside SLO County (as			
necessary), as per the Region 7 Agency			
Training Agreement.			
1.3 Establish and maintain continuity among the			
various QI initiatives in SLO County to the			
extent possible while meeting the different			
funders' expectations.			
1.4 Advocate for and support quality in ECE			

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
providers and others who serve children, 0-5.			
B. Evaluation Activities: Data Collection 1e Consortium activities will be evaluated through: 1.1e Quantitative data to include: number of and attendance at meetings, etc. 1.2e Qualitative data to include: topics of meetings; and anecdotal accounts of successes, barriers, etc. 1.3e Complete Milestones Report.	Quarterly Reports	 Tracking Measures (listed above) Milestones Report 	SLO County Child Care Planning Council Manager (All)

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
 Objective: A By June 30 of each year for at least the following numbers of eligible center-based sites to complete the QRIS baseline rating: 8 in 2018/19 & 7 in 2019/20. By June 30 of each year for at least the following numbers of eligible center-based sites to complete the initial STEP 3 QRIS assessment process: 6 in 2018/19 & 9 in 2019/20. By June 30, 2018 & 2020 for at least 80% of Step 3 center-based sites to remain in the QRIS process. 			
 A. Activities 2.1 Conduct activities to recruit new sites and retain existing sites. 2.1.1 Targeted phone and in-person recruitment of center-based programs. 2.1.2 Conduct Quality Counts information sessions. 2.1.3 Select participating sites. 2.2 Conduct orientation and enrollment site visits. 2.2.1 Complete initial data collection. 2.2.2 Begin to build Portfolio. 2.2.3 Calculate baseline rating (2A). 2.3 Provide support and/or coaching to 	2.1 Fall/ Spring, annually 2.2 Fall/ Spring, annually Ongoing	 Documentation of activities Academy curricula, enrollment, and attendance records Professional development training curricula, enrollment, and attendance records Summary report of stipend/incentive disbursements as aligned with program's quality improvement plan Documentation of program portfolios 	SLO County Child Care Planning Council Manager & Staff (All)

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
(QCP) (focusing on familiarity with rating			
scale and assessment components).			
2.4 Conduct necessary Quality Counts	Ongoing		
professional development activities to ensure			
that each participating site has familiarity			
with QRIS Rating Matrix elements and CA			
Quality Improvement Pathways.	G .		
2.5 Provide incentives/stipends to programs and	Spring,		
staff for committing to quality through	annually		
professional growth. 2.6 Collect evidence/documentation for	Ongoing		
Portfolio, to be used in initial rating	Ongoing		
assessment (2B).			
2.7 Conduct assessments compliant with the CA-	Ongoing		
QRIS Implementation Guide and calculate			
initial rating.			
2.8 Complete development of Portfolio for	Spring &		
development of annual QCP.	Summer,		
	annually		
2.9 In partnership with center-based programs,	Summer,		
develop an annual QCP.	annually		
2.10 Provide supports to ensure continued	Summer,		
participation in quality commitment	annually		
activities.			
2.11 Conduct targeted coaching through site	Ongoing		
visitation, coaching referrals, and/or			
professional development.	Onssins		
2.12 Provide professional development (PD)	Ongoing		

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
opportunities that support continuing quality commitment. 2.13 Conduct additional ratings (2C) at a minimum of two years after initial assessment rating (2B) (or when dictated by major changes to program) to track quality commitment in accordance with the CA QRIS Implementation Guide.	Ongoing		
B. Evaluation Activities: Data Collection 2e Activities will be evaluated through: 2.1e Quantitative data to include: number of sites participating; number of and attendance at PD sessions; number and amounts of stipends; number and content summary of coaching; number and content summary of portfolios; baseline ratings; number and content summary of targeted coaching; participant reactions to PD, coaching, trainings, and other aspects of IMPACT; biennial (or other subsequent) ratings; and data required by First 5 CA; etc. 2.2e Qualitative data to include: participant responses to activities; and anecdotal accounts of successes, barriers, etc.	Quarterly Reports (2.1e to 2.5e)	 Tracking Measures (listed above) Quality Ratings Participant Response Surveys Milestones Report Quality Counts Common Data Files 	SLO County Child Care Planning Council Manager (All)

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
 2.3e Participant Survey Reports. 2.4e Ratings Reports. 2.5e Complete Milestones Report. 2.6e Submit Common Data Files. 	August 1		
 3. Objective: 3A By June 30 of each year for at least the following numbers of eligible family childcare (FCC) sites to complete the QRIS baseline rating: 3 in 2018/19; 3 in 2019/20. 3B By June 30 of each year for at least the following numbers of eligible family childcare sites to complete the initial STEP 3 QRIS assessment process: 2 in 2018/19; 4 in 2019/20. 3C By June 30 of each year for 80% of Step 3 family childcare sites to remain in the QRIS process. 			
 A. Activities 3.1 Conduct activities to recruit new sites and retain existing sites. 3.1.1 Targeted phone and in-person recruitment of family child care programs. 3.1.2 Conduct 2 IMPACT information sessions. 3.1.3 Select participating sites. 3.2 Conduct orientation and enrollment site visits. 	Fall/Spring, annually Fall/Spring, annually	 Documentation of activities Academy curricula, enrollment, and attendance records Professional development training, curricula, enrollment, and attendance records Summary report of stipend/incentive disbursements as aligned with program's quality commitment plan Documentation of program portfolios 	SLO Child Care Resource Connection Children's Services Manager & Staff (All)

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
3.2.1 Complete initial data collection.			
3.2.2 Begin to build Portfolio.			
3.2.3 Calculate baseline rating (3A).			
3.3 Provide support and/or coaching to develop	Ongoing		
and/or implement initial quality commitment			
plan (QCP) (focusing on familiarity with			
rating scale and assessment components).			
3.4 Conduct necessary Quality Counts	Fall/Spring,		
professional development activities to ensure	annually		
that each participating site has familiarity			
with QRIS Rating Matrix elements and CA			
Quality Improvement Pathways.	g .		
3.5 Provide incentives/stipends to programs and	Spring,		
staff for committing to quality through	annually		
professional growth. 3.6 Collect evidence/documentation for	0		
	Ongoing		
Portfolio, to be used in initial rating			
assessment.	Onasina		
3.7 Conduct assessments compliant with the CA-QRIS Implementation Guide and calculate	Ongoing		
initial rating (3B).			
3.8 Complete development of Portfolio for	Spring &		
development of annual QCP.	Summer,		
development of annual QCI.	annually		
3.9 In partnership with FCC's programs, develop	Summer,		
an annual QCP.	annually		
3.10 Provide supports to ensure continued	Summer,		
participation in quality commitment	annually		

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
activities. 3.11 Conduct targeted coaching through site visitation, coaching referrals, and/or professional development.	Ongoing		
3.12 Provide professional development opportunities to programs that support continuing quality commitment.	Ongoing		
3.13 Conduct additional ratings (3C) at a minimum of two years after initial rating (3B) (or when dictated by major changes to program) to track quality commitment in accordance with the CA QRIS Implementation Guide.	Ongoing		
B. Evaluation Activities:			
Data Collection 3e Activities will be evaluated through: 3.1e Quantitative data to include: number of sites participating; number of and attendance at PD sessions; number and amounts of stipends; number and content summary of coaching; number and content summary of portfolios; baseline ratings; number and content summary of targeted coaching; participant reactions to PD, coaching, trainings, and other aspects of IMPACT; biennial (or other	Quarterly Reports (3.1e to 3.5e)	 Tracking Measures (listed above) Quality Ratings Participant Response Surveys Milestones Report Quality Counts Common Data Files 	SLO Child Care Resource Connection Children's Services Manager (All)

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
subsequent) ratings; and data required			
by First 5 CA; etc.			
3.2e Qualitative data to include: participant			
responses to activities; and anecdotal			
accounts of successes, barriers, etc.			
3.3e Participant Survey Reports.			
3.4e Ratings Reports.			
3.5e Complete Milestones Report.			
3.6e Submit Common Data Files.	August 1		

EXHIBIT B

COMPENSATION AND BILLING

- 1. <u>Compensation</u>. 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 \$632,834 (Six hundred thirty-two thousand eight hundred thirty-four dollars) pursuant to the project budget and budget narrative in Exhibits B-1 and B-2, 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, Exhibit B-1 and B-2. 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 Executive Director (Director) must approve and execute amendments for budget adjustments to reallocate funds among budget categories contained in Exhibit B-1 and B-2. 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 Exhibits B-1 and B-2.

EXHIBIT B-2 BUDGET Local Child Care Planning Council (LCPC)

Item	Budget Request July 1, 2018 - June 30, 2019	Budget Request July 1, 2019 - June 30, 2020	Total
I. PERSONNEL			
LCCPC Manager	\$10,709	\$10,923	\$21,632
ECE Specialist (admin/data):	4		4
Kayla Benado CCRC/LCCPC Specialist (bi/bi):	\$23,444	\$23,923	\$47,367
Karina Ayala	\$31,013	\$31,617	\$62,630
ECE Specialist (bi/bi):			
To Be Hired	\$19,635	\$22,181	\$41,817
ECE Specialist (center-based): Britney Ogden	\$22,319	\$22,766	\$45,085
Benefits	\$39,279	\$40,939	\$80,218
Subtotal Personnel	\$146,399	\$152,350	\$298,749
II. OPERATING	+ 2.0,000	¥-5-7655	4200,7 10
Rent (\$173 + 30 prkg =/mo)	\$3,550	\$3,692	\$7,242
Utilities	\$1,929	\$1,968	\$3,897
Telephone	\$755	\$770	\$1,525
Copy Charges	\$250	\$250	\$500
Program Supplies	\$4,500	\$4,500	\$9,000
IT Supplies	\$1,200	\$1,200	\$2,400
Janitorial	\$625	\$650	\$1,275
Postage	\$250	\$250	\$500
Travel/Mileage	\$250	\$250	\$500
Audit	\$250	\$250	\$500
Printing	\$500	\$500	\$1,000
Trainings/Reg Fees	\$7,500	\$7,500	\$15,000
Incentives (includes CDA)	\$17,500	\$17,500	\$35,000
Consultants	\$1,000	\$1,000	\$2,000
Subtotal Operating Expenses	\$40,059	\$40,280	\$80,339
III. INDIRECT	, 1,000	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
@ 8% of Personnel	\$14,917	\$15,410	\$30,327
IV. OTHER (Rollover 17-18)	7 - 10 2 1	7=57.23	1/
Subtotal Other	\$0	\$0	\$0
TOTAL BUDGET	4004 0	4000 000	6400 447
	\$201,375	\$208,040	\$409,415

EXHIBIT B-2

Budget Narrative

PERSONNEL

LCCPC Manager – .15 FTE (Base Hourly Rate \$33.65)

Includes a 2% Cost of Living Adjustment (COLA) each year.

This position will coordinate and oversee the administrative activities and personnel of the local IMPACT/QRIS plan for San Luis Obispo County including, but not limited to consortia operations, data collection and analysis. This position will also be responsible for representing the SLO County QRIS at meetings, the coordination and logistics of convening stakeholder groups, and working with members of the QRIS coaching team to oversee the components and activities required under the QRIS plan. This position will also serve as the CLASS and ERS Regional Anchor to conduct trainings in order to create and maintain a local assessor pool, as well as serve as a local CLASS and ERS assessor.

Early Care and Education (ECE) Specialist (Admin/Data) – .50 FTE (Base Hourly Rate \$22.10)

Includes a 2% Cost of Living Adjustment (COLA) each year.

This position will support quality improvement efforts by coordinating professional development opportunities as well as incentives to improve program quality. This position will report to the program manager and be responsible for carrying out the details of the Step 3 quality improvement activities and QRIS ratings and assessments. This position will also serve as the ERS Regional Anchor to conduct trainings in order to create and maintain a local assessor pool, as well as serve as a local CLASS and ERS assessor.

Early Care and Education (ECE) Specialist (Britney Ogden) -0.50 FTE (Base Hourly Rate \$21.04)

Includes a 2% Cost of Living Adjustment (COLA) each year.

This position will support quality improvement efforts by serving as the point of contact for participating Step 3 QRIS Center-Based Programs. This position will be responsible for gathering baseline data, creating and maintaining the program portfolio in partnership with center staff, and creating and evaluating program quality improvement plans including recommendations for incentives. This position will also support coordination the of professional development opportunities based on needs and trends. Additionally this position will be certified as a CLASS and ERS assessor.

Early Care and Education (ECE) Specialist (To Be Hired) – 0.50 FTE (Base Hourly Rate \$18.88)

Includes a 2% Cost of Living Adjustment (COLA) each year.

This position will support quality improvement efforts by serving as the point of contact for participating Step 3 QRIS Center-Based Programs. This position will be responsible for gathering baseline data, creating and maintaining the program portfolio in partnership with center staff, and creating and evaluating program quality improvement plans including recommendations for incentives. This position will also support coordination the of professional development opportunities based on needs and trends. Additionally this position will be certified as a CLASS and ERS assessor.

CCRC/LCCPC Specialist (Karina Ayala) – .75 FTE (Base Hourly Rate \$19.50)

Includes a 2% Cost of Living Adjustment (COLA) each year.

This position will support quality improvement efforts by serving as the point of contact for participating Step 3 QRIS Family Child Care Home Programs. This position will be responsible for gathering baseline data, creating and maintaining the program portfolio in partnership with center staff, and creating and evaluating program quality improvement plans including recommendations for incentives. This position will also support coordination the of professional development opportunities based on needs and trends. Additionally this position will be certified as a CLASS and ERS assessor.

Benefits

Fringe benefits are calculated based on the personnel time allocated to the grant project. Worker's Compensation (WC) is projected to increase 2% annually. Health Insurance is projected to increase 6% annually.

OPERATING COSTS

Rent

The office for CAPSLO – Local Child Care Planning Council is located at 805A Fiero Lane, San Luis Obispo. The rent allocation is based on the square footage of office space used for the assigned staff. Utilities cover the costs for the program's office. Utilities includes, gas, water, trash, electricity. Year 5 includes a projected 4% increase.

Utilities

Utilities cover the costs for the program's office. Utilities includes, gas, water, trash, electricity. Year 5 includes a projected 4% increase.

Copy Charges

Copy charges include reproduction of training materials for enrollments, files, meetings, trainings, etc.

Program Supplies

Program Supplies also includes assessment materials, including but not limited to:

- CLASS Manuals
- Desire Results Developmental Profile and supporting materials
- ECERS Spiral and All About the ECERS
- ASQ and ASQ: SE Kits
- CLASS and ERS Assessment materials

IT Supplies

IT Supplies includes supplies also includes printer toner and technology supplies. This item also includes an allocation for the iPinwheel database system.

Janitorial

Janitorial costs will be used to purchase paper towels, mops, cleaning supplies, etc. to be used in maintain the Fiero Lane office. The cost of janitorial services is also included.

Postage

Postage costs will be used for any mailing correspondence to participating programs and partners.

Travel/Mileage

Travel/Mileage includes local mileage. Local mileage is reimbursed at the agency approved rate to all employees who must use their personal vehicle to conduct business (i.e., recruitment, attend meetings, training sessions, participating site program visits).

Travel/Mileage will primarily be used to support out of county travel for program staff to attend available trainings to prepare local staff for coaching and quality improvement activities.

Possible Trainings:

- CLASS Trainings offered free of charge by First 5 California, but we will need to cover any travel costs including staff per diem
- ERS Trainings offered free of charge by First 5 California, but we will need to cover any travel costs including staff per diem
- DRDP Regional Trainings offered free of charge by California Department of Education, but we will need to cover any travel costs including staff per diem
- Statewide QRIS meetings and/or conferences hosted by CDE or First 5 CA

Audit

This is a \$250 cost that covers mandatory fiscal audits.

Printing

Printing cost provide for the printing needs of the program including forms, notices, business cards, training materials, newsletters, and promotional marketing materials for programs and consumer education.

Training/Registration Fees

Training/Registration fees include any fees associated with maintaining staff and select partner reliability in the assessment tools. Training expenses also include hosting more community trainings for participating family child care programs.

Incentives

Direct incentives for programs in QRIS based upon recommended Quality Improvement activities; materials and items to enhance classroom environments based on ERS assessments findings; materials to improve site quality; individual educational incentives. QRIS Element tools and supplies for each participating program, including, but not limited to

- ASQ Kit (\$250)
- ASQ: SE-2 Kit (\$275)
- ECERS Spiral & All about the ECERS-R (\$74)
- CLASS Dimensions Guide (\$19.95)
- DRDP Mini Measures (\$15)
- California Preschool Curriculum Foundations & Frameworks Vol. 1-3 (\$138)

Consultants

Consultant fees include contractor fees for trainings and consulting requests for program development.

Indirect

Community Action Partnership of San Luis Obispo County, Inc. (CAPSLO) charges are 8% of total expenditures based on our federally approved indirect cost rate.

EXHIBIT B-1 BUDGET Resource and Referral (R&R)

ltem	Budget Request June 1, 2018 - June 30, 2019	Budget Request July 1, 2019 - June 30, 2020	Total
I. PERSONNEL			
Children Services Manager	2,140	2,182	4,322
Children Services Supervisor	5,312	5,419	10,731
CCRC Specialist (bi/bi)	11,664	11,892	23,556
CCRC Specialist (bi/bi)	46,654	47,567	94,221
Benefits	20,971	22,600	43,571
Subtotal Personnel	86,741	89,660	176,400
II. OPERATING			
Rent (\$173 + 30 prkg =/mo)	3,105	3,229	6,334
Utilities	502	512	1,014
Telephone	318	325	643
Copy Charges	100	100	200
Program Supplies	3,600	3,600	7,200
IT Supplies	500	500	1,000
Janitorial	187	191	378
Postage	150	150	300
Travel/Mileage	750	750	1,500
Printing	150	150	300
Trainings/Reg Fees	1,800	1,800	3,600
Incentives (includes CDA)	4,000	4,000	8,000
Subtotal Operating Expenses	15,162	15,307	30,469
III. INDIRECT			
@ 8% of Direct Costs	8,152	8,397	16,550
IV. OTHER (Please List)			
Subtotal Other	\$0	\$0	\$0
TOTAL BUDGET	\$110,055	\$113,364	\$223,419

EXHIBIT B-1 Budget Narrative Resource and Referral (R&R)

PERSONNEL

Children Services Manager – .05 FTE (Base Hourly Rate \$32.92)

Years 4-5 include a 2% Cost of Living Adjustment (COLA) each year.

This position will offer contract supervision.

Children Services Supervisor – .10 FTE (Base Hourly Rate \$25.54)

Years 4-5 include a 2% Cost of Living Adjustment (COLA) each year.

This position will offer supervision for the Resource & Referral Specialist

CCRC Specialist – 1.0 FTE (Base Hourly Rate \$22.43)

Year 4-5 include a 2% Cost of Living Adjustment (COLA) each year.

This position will support quality improvement efforts by serving as the point of contact for participating Step 3 QRIS Family Child Care Home-Based Programs. This position will be responsible for gathering baseline data, creating and maintaining the program portfolio in partnership with the provider, creating and evaluating the program's quality improvement plan including recommendations for incentives. This position will also support coordination of professional development opportunities based on needs and trends. Additionally, this position will be certified as a CLASS and ERS assessor.

CCRC Specialist – .35 FTE (Base Hourly Rate \$22.43)

Year 4-5 include a 2% Cost of Living Adjustment (COLA) each year.

This position will support quality improvement efforts by serving as the point of contact for participating Step 3 QRIS Family Child Care Home-Based Programs. This position will be responsible for gathering baseline data, creating and maintaining the program portfolio in partnership with the provider, creating and evaluating the program's quality improvement plan including recommendations for incentives. This position will also support coordination of professional development opportunities based on needs and trends. Additionally, this position will be certified as a CLASS and ERS assessor.

Benefits

Fringe benefits are calculated based on the personnel time allocated to the grant project. Worker's Compensation (WC) is projected to increase 2% annually. Health Insurance is projected to increase 6% annually.

OPERATING COSTS

Rent

The office for CAPSLO Child Care Resource Connection is located at 805A Fiero Lane, San Luis Obispo. The rent allocation is based on the square footage of office space used for the assigned staff.

Utilities

Utilities cover the costs for the program's office. Utilities includes, gas, water, trash, electricity. Year 5 includes a projected 4% increase.

Copy Charges

Copy charges include reproduction of training materials for enrollments, files, meetings etc. Copy charges for the group training and program portfolios will be expensed through the Local Child Care Planning Council.

Program Supplies

Program Supplies also includes assessment materials, including but not limited to:

- CLASS Manuals
- Desire Results Developmental Profile and supporting materials
- ECERS Spiral and All About the ECERS
- ASQ and ASQ: SE Kits
- CLASS and ERS Assessment materials

Some program charges for the group training and program portfolios will be expensed through the Local Child Care Planning Council.

IT Supplies

IT Supplies includes printer toner

Janitorial

Janitorial costs will be used to purchase paper towels, mops, cleaning supplies, etc. to be used in maintain the Fiero Lane office. The cost of janitorial services is also included.

Postage

Postage costs will be used for any mailing correspondence to participating programs and partners.

Travel/Mileage

Travel/Mileage includes local mileage. Local mileage is reimbursed at the agency approved rate to all employees who must use their personal vehicle to conduct business (i.e., recruitment, attend meetings, training sessions, participating site program visits).

Travel/Mileage will primarily be used to support out of county travel for program staff to attend available trainings to prepare local staff for coaching and quality improvement activities.

Possible Trainings:

- CLASS Trainings offered free of charge by First 5 California, but we will need to cover any travel costs including staff per diem
- ERS Trainings offered free of charge by First 5 California, but we will need to cover any travel costs including staff per diem

- DRDP Regional Trainings offered free of charge by California Department of Education, but we will need to cover any travel costs including staff per diem
- Statewide QRIS meetings and/or conferences hosted by CDE or First 5 CA

Printing

Printing cost provide for the printing needs of the program including forms, notices, business cards, training materials, newsletters, and promotional marketing materials for programs and consumer education.

Training/Registration Fees

Training/Registration fees include any fees associated with maintaining staff and select partner reliability in the assessment tools. Including, but not limited to the following:

- Annual re-certification as a CLASS Affiliate Trainer is \$275 per person, per tool
- Annual re-certification as a CLASS Observer is \$100 per person, per tool

Training expenses also include hosting more community trainings for participating family child care programs.

Incentives

Direct incentives for programs in QRIS based upon recommended Quality Improvement activities; materials and items to enhance classroom environments based on ERS assessments findings; materials to improve site quality; individual educational incentives. QRIS Element tools and supplies for each participating program, including, but not limited to:

- ASQ Kit (\$250)
- ASQ: SE-2 Kit (\$275)
- ECERS Spiral & All about the ECERS-R (\$74)
- CLASS Dimensions Guide (\$19.95)
- DRDP Mini Measures (\$15)
- 0 to 5 San Luis Obispo County Resource Guide
- California Early Childhood Educator Competencies (\$25)
- California Preschool Curriculum Foundations & Frameworks Vol. 1-3 (\$138)
- CDA Books, Materials and Application Fees (approx. \$500 per site)

Indirect

Community Action Partnership of San Luis Obispo County, Inc. (CAPSLO) charges are 8% of total expenditures based on our federally approved indirect cost rate.

EXHIBIT C

EFFECTIVE DATE AND DURATION

- 1. <u>Effective Date</u>. 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.
- 2. <u>Term.</u> Unless terminated earlier, pursuant to the provisions of this contract, the term of this contract shall be from its effective date until June 30, 2020.

EXHIBIT D

GENERAL CONDITIONS

- 1. <u>Independent Contractor</u>. 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. <u>Non-Assignment of Contract</u>. 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.
- 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. 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. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Nondiscrimination</u>. 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. <u>Notices</u>. 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 by facsimile to the parties as follows:

To the Contractor at:

Raechelle Bowlay-Sutton CAPSLO-Child Care Resource Connection 805 Fiero Lane San Luis Obispo, CA 93401

To the Commission at:

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

Fax: 805-788-2365

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery, facsimile transmission 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.

- 12. <u>Inspection Rights</u>. 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. <u>Signatory authority</u>. 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. <u>Indemnification</u>. 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 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 sole negligence or willful misconduct of the Commission, its officers and employees.

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 statue, 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 statue, 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. <u>Insurance</u>. 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. <u>Comprehensive General Liability</u> 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. <u>Worker's Compensation Insurance</u> 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; 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. <u>Fiscal Records</u>. 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. <u>Commission Audits/Scope</u>. 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.
- 19. <u>State Audit.</u> 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. <u>Conflict of Interest</u>. 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. <u>Immigration Reform and Control Act.</u> 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. <u>Third Party Beneficiaries</u>. 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. <u>Availability of Funds</u>. 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 perform its duties obligations under this Contract; or
 - ii) Contractor fails to fulfill in a timely and professional manner its obligations under this Contract; or
 - iii) 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
 - iv) Any requisite licenses or certifications required for the performance of this Contract and held by Contractor are terminated, suspended, reduced, or restricted; or
 - v) 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 standards or failure to satisfy any special requirements of documentation needed by third party payors or Federal or State funding agencies; or
 - vi) 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. All obligations to provide services shall automatically terminate on the effective date of termination.
- c. 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 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.
- 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. <u>Termination for Convenience</u>. 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 satisfactorily 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. <u>Gifts</u>. Gifts may not be charged to this Contract, whether to Contractor staff or anyone else. However, incentive items for youth clients used in a clinical behavioral modification program are allowed with clinical documentation and compliance with established Commission procedures.
- 8. <u>Billing Irregularities</u>. 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 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 year the Commission will be entitled to the legal rate of interest on the over charged amount from the date of the billing.
- 9. **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.

EXHIBIT B SUPPLEMENTAL BUDGET – HUB DATA SYSTEM FUNDS 2018-19

HUB-Funded Operating Costs	July 1, 2018-June 30, 2019	July 1, 2019-June 30, 2020
IT Supplies: Data System	\$16,850	TBD

First 5 San Luis Obispo County and its Quality Counts QRIS partners are part of a three-county regional IMPACT HUB which also includes Santa Barbara and Ventura County QRIS systems. In addition to core county-level allocations, First 5 California distributes some of its IMPACT investment through regional HUBs to support a variety of activities, including contributions to county data systems.

The Supplemental Budget expands upon CAPSLO's core FY 2018-19 budget for its IMPACT contract with First 5 San Luis Obispo County (HUB funds are anticipated as well for FY2019-20, though no concrete amounts have yet been determined).

Data System: Annual site license, software and technical assistance fees associated with CAPSLO contract with Early Quality Systems, Inc. to utilize the Pinwheel system for data collection and analysis. The HUB contribution (\$16,850) covers $$150 \times 88 \text{ sites} = $13,200 + $3,650 \text{ in prior}$ year HUB reimbursement revenue.



To: First 5 Commissioners of San Luis Obispo County

From: Wendy Wendt

Date: June 27, 2018

Re: ITEM 4c: Contract with Tolosa Children's Dental Center

Recommended Action

Staff is requesting Commission approval of a contract with Tolosa Children's Dental Center (term July 1, 2018-June 30, 2020). This contract supersedes and replaces a contract with Partnership for the Children, which received Commission approval on May 23, 2018.

Background

On May 23, 2018, the Children and Families Commission approved a contract with Partnership for the Children in the amount of \$59,000 for oral health services to be performed at the Tolosa Children's Dental Center clinic site in San Luis Obispo. Subsequent to this contract approval date, Commission staff were informed that Partnership for the Children had officially changed its legal name to Tolosa Children's Dental Center, as of April 2018.

The attached contract draft with Tolosa Children's Dental Center is identical to the Partnership for the Children' contract in all other respects; only the name and mailing address have been updated.

Fiscal Impact: None.

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

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 103100 ("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, the Commission receives regular allocations of funds pursuant to the Children and Families Act of 1998, which must be used to implement the Strategic plan; and

WHEREAS, the Commission desires to provide funding for preventive oral health services to children aged 0-5, said services subject to the terms and conditions specified herein; and

WHEREAS, 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:

GUIDING PRINCIPLES

The Children and Family Commission of San Luis Obispo County has committed to bring programs together to provide high quality, outcome-based, integrated services to families in San Luis Obispo County. The Commission's decision-making is guided by standards expected of itself and its Contractors. While each may find different ways to implement depending upon its specific Scope of Services, Contractor shall carry out this contract with regard to the following Commission guiding principles:

Recognize throughout its endeavors the value and respect due to children as individual human beings, and embrace a comprehensive view of child development that encompasses physicality, cognition, behavior, social interaction, and emotions.

Reduce the effects of adverse health risks such as secondhand smoke, other substance abuse and family violence on infants and young children.

Respect the cultural diversity among us.

Support access to services for all families in an environment of support and respect.

TERMS AND OBLIGATIONS

- 1. <u>Scope of Service</u>. 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. <u>Compensation and Billing</u>. Contractor shall be compensated by the Commission for performing said services in accordance with Exhibit B and Exhibit B-1 attached hereto and incorporated herein by reference.
- 3. <u>Effective Date and Duration</u>. The effective date and duration of this Contract shall be as specified on Exhibit C, attached hereto and incorporated herein by reference.
- 4. <u>General Conditions</u>. Commission and the Contactor shall comply with all applicable provisions of the General Conditions, attached hereto as Exhibit D and incorporated herein by reference.
- 5. <u>Special Conditions</u>. 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: RAYMOND A. BIERING Raymond A. Biering, Counsel for Commission By: Date **CONTRACTOR:**

Date

By:

Suzanne Russell, Executive Director

Tolosa Children's Dental Center

Fiscal Period July 1, 2018-June 30, 2020

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 without prior notice. Such records shall comply with all applicable Federal, State, and County record maintenance requirements.

b. Shall submit quarterly program/service reports as described further in Exhibit A-1 for the immediately preceding quarter by:

	<u> </u>
October 31, 2018	October 31, 2019
January 31, 2019	January 31, 2020
April 30, 2019	April 30, 2020
July 31, 2019	July 31, 2020

- c. Submit to the Commission 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.
- d. 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.5.a.

2. Program Services

- a. The Contractor shall provide preventive oral health services to children 0-5 in San Luis Obispo County as specifically set out in Exhibits A-1 which are attached and incorporated herein by reference.
- b. The Contractor shall attend eight quarterly First 5 Partner meetings, scheduled as follows:

August TBD, 2018	August 8, 2019
November 8, 2018	November 14, 2019
February 14, 2019	February 13, 2020
May 9, 2019	May 14, 2020

Meetings generally scheduled from 3-5PM. Dates subject to change.

Fiscal Period July 1, 2018-June 30, 2020

3. 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:

- (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: (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.

Exhibit A-1

Tolosa Children's Dental Center Central Region Dental Access Scope of Work/Evaluation Plan

Objectives / Activities / Evaluation	Timeline	Tracking Measure	Person Responsible
 Objective: Through June 30, 2020 to provide a dental home to at least 180 children, 0-5, annually, in the Central Region through up to 320 preventive dental care appointments. A. Activities 1.1. Use braided funding to staff three dental chair per week for 46 weeks per year. 	1.1 to 1.6 Ongoing	 Documentation of activities Activity Log 	Executive Director &
 1.2 Schedule children, 0-5, for preventive care. 1.3 Provide a mean of 10 preventive appointments per day. 1.3.1 Conduct CAMBRA (Caries Management By Risk Assessment) interview with caregiver. 1.3.2 Conduct dental exam, and, as appropriate, provide x-rays, cleanings, and fluoride varnish treatments. 		Schedule of appointments, including demographics	Staff (All)
 1.3.3 Provide up to 30 children, annually, with silver diamine treatment. 1.3.4 Provide treatment recommendations, if any, based on child's age and findings of exam. 1.3.5 Conduct oral health education, based on child's age and findings of exam. 1.3.6 Provide prophylaxis kit and educational 			

Exhibit A-1

Objectives / Activities / Evaluation	Timeline	Tracking Measure	Person Responsible
handouts. 1.3.7 Schedule children for restorative care, when appropriate. 1.4 Coordinate with IMPACT SLO and all other First 5 partners to link parents to resources, when appropriate. 1.5 Incorporate, to the extent possible, <i>Talk</i> . <i>Read</i> . <i>Sing</i> . materials into the activities.			
B. Evaluation Activities: Data Collection 1e Prevention activities will be evaluated through: 1.1e Quantitative data to include: number of days, appointments, and clients added; and number and type of services (e.g., screening, filing, varnish, number of children and teeth treated with silver diamine, etc.). 1.2e Qualitative data to include: anecdotal accounts of successes, barriers, etc. 1.3 e Complete First 5 Client Data Collection Tool. 1.4e Complete Milestones Report.	Quarterly Reports	 Tracking Measures (listed above) First 5 Client Data Collection Tool Milestones Report 	Executive Director (All)

EXHIBIT B

COMPENSATION AND BILLING

- 1. <u>Compensation</u>. 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 \$59,000 (Fifty-nine 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, 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 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.

EXHIBIT B-1

Budget

Item	Budget Request July 1, 2018- June 30, 2019	Budget Request July 1, 2019- June 30, 2020	Total	
I. UNREIMBURSED COSTS				
Preventive Care Appointments for 0-5 age group	\$28,000	\$28,000	\$56,000	
Silver Diamine Fluoride (SDF) applications	1,500	1,500	3,000	
Subtotal	\$29,500	\$29,500	\$59,000	
II. PERSONNEL	,	,		
	0	0	0	
Subtotal	0	0	0	
III. OPERATING				
Subtotal	0	0	0	
IV. INDIRECT				
@ % of Personnel	0	0	0	
Subtotal	0	0	0	
V. OTHER				
	0	0	0	
Subtotal	Ů	·		
GRAND TOTAL	\$29,500	\$29,500	\$59,000	

EXHIBIT B-1

Budget Narrative

I. <u>UNREIMBURSED COSTS OF PREVENTIVE CARE APPOINTMENTS:</u>

It is projected that preventive care costs will total approximately \$56,000 (320 patients with an average cost of \$175.00). The unreimbursed cost of services for the period is estimated to be \$31,920 (57% of \$56,000)..

For the following period of July 1, 2018, through June 30, 2020, it is projected that costs for unreimbursed SDF applications will be \$3,000.00 (60 appointments @ \$50.00 each).

EXHIBIT C

EFFECTIVE DATE AND DURATION

- 1. <u>Effective Date</u>. 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.
- 2. <u>Term.</u> Unless terminated earlier, pursuant to the provisions of this contract, the term of this contract shall be from its effective date until June 30, 2020.

Fiscal Period July 1, 2018-June 30, 2020

EXHIBIT D

GENERAL CONDITIONS

- 1. <u>Independent Contractor</u>. 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. <u>Non-Assignment of Contract</u>. 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.
- 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. Contractor specifically acknowledges that in entering into and executing this contract, Contractor relies solely upon the provisions contained in this Contract and no others.

Fiscal Period July 1, 2018-June 30, 2020

- 7. <u>Governing Law</u>. 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. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Nondiscrimination</u>. 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. <u>Notices</u>. 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 by facsimile to the parties as follows:

To the Contractor at:

Tolosa Children's Dental Center 717 Walnut Drive Paso Robles, CA 93446

To the Commission at:

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

Fax: 805-788-2365

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery, facsimile transmission 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.

12. <u>Inspection Rights</u>. Upon reasonable request, the Contractor shall allow the Commission to evaluate the quality, appropriateness, and timeliness of services performed under this

Fiscal Period July 1, 2018-June 30, 2020

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. <u>Signatory authority</u>. 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. <u>Indemnification</u>. 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 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 sole negligence or willful misconduct of the Commission, its officers and employees.

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 statue, 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 statue, 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.

Fiscal Period July 1, 2018-June 30, 2020

- 15. <u>Insurance</u>. 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. <u>Comprehensive General Liability</u> 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. <u>Worker's Compensation Insurance</u> 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

Fiscal Period July 1, 2018-June 30, 2020

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; 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. <u>Fiscal Records</u>. 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. <u>Commission Audits/Scope</u>. 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.
- 19. <u>State Audit.</u> 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. <u>Conflict of Interest</u>. 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

Fiscal Period July 1, 2018-June 30, 2020

comply with applicable requirements of Government Code section 87100 et. seq. during the term of this Contract.

- 21. <u>Immigration Reform and Control Act.</u> 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. <u>Third Party Beneficiaries</u>. 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.

Fiscal Period July 1, 2018-June 30, 2020

EXHIBIT E

SPECIAL CONDITIONS

- 1. <u>Availability of Funds</u>. 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. <u>Termination for Cause</u>.

- 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 perform its duties obligations under this Contract; or
 - ii) Contractor fails to fulfill in a timely and professional manner its obligations under this Contract; or
 - iii) 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
 - iv) Any requisite licenses or certifications required for the performance of this Contract and held by Contractor are terminated, suspended, reduced, or restricted; or
 - v) 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 standards or failure to satisfy any special requirements of documentation needed by third party payors or Federal or State funding agencies; or
 - vi) 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. All obligations to provide services shall automatically terminate on the effective date of termination.
- c. 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

Fiscal Period July 1, 2018-June 30, 2020

- 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.
- 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. <u>Termination for Convenience</u>. 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 satisfactorily completed prior to the effective date of said termination.
- 5. <u>No Discrimination In Level Of Services</u>. 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. <u>Accounting for Travel and Lodging</u>. 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. <u>Gifts</u>. Gifts may not be charged to this Contract, whether to Contractor staff or anyone else. However, incentive items for youth clients used in a clinical behavioral modification program are allowed with clinical documentation and compliance with established Commission procedures.
- 8. <u>Billing Irregularities</u>. 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 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 year the Commission will be entitled to the legal rate of interest on the over charged amount from the date of the billing.
- 9. **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.



To: First 5 Commission of San Luis Obispo County

From: Wendy Wendt

Date: June 27, 2018

Re: ITEM 4d: 2018-19 Long-Range Financial Plan – Second Revision

Recommended Action

Staff is recommending approval of a second revision to the FY2018-19 update of Long-Range Financial Plan.

Background: Second Revision to Long-Range Financial Plan Update

On May 23, 2018, the Commission approved an annual update to the Long Range Financial Plan. Since that date, three changes have been made that require a formal revision and vote.

- 1. First 5 California has released updated tax appropriation revenue estimates* for 2018-2023.
- 2. FY 2018-19 Revenue from the IMPACT Hub is estimated slightly higher than in the May-approved update, reflecting HUB-level budget changes.
- 3. HUB-funded contractor expenses in FY 2018-19 are also slightly higher, due to HUB-level budget changes.

^{*}The updated revenue estimate over the coming five years establishing a more stable financial outlook at the end of the ten-year Financial Plan time horizon. With the updated assumptions detailed above, the fund balance at the end of FY 2027-28 will be more than double the total expense for the year.



Long-Range Financial Plan	AUDITED 2015-2016	AUDITED 2016-2017	BUDGETED 2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29
Fund Balance Beginning of Period	8,411,621	8,319,744	8,369,464	7,765,401	7,262,973	6,782,881	6,408,495	5,963,763	5,609,969	5,178,394	4,906,282	4,564,113	4,25
Prop 10 Tax Revenues actual to 2016-17 (state projections through Year 23, then													
5% annual decline projected for outlying years)	1,742,752	1,668,413	1,466,176	1,661,228	1,703,109	1,613,365	1,544,142	1,534,415	1,457,694	1,384,810	1,315,569	1,249,791	1,18
Interest Revenue (.3%)	44,921	60,448	21,733	23,296	21,789	20,349	19,225	17,891	16,830	15,535	14,719	13,692	1
TOTAL TAX/INTEREST REVENUE	1,787,673	1,728,861	1,487,909	1,684,524	1,724,898	1,633,714	1,563,367	1,552,306	1,474,524	1,400,345	1,330,288	1,263,483	1,20
OTHER REVENUE:													
MAA		9,603	67000	50000	50000								
Other Revenue (grants, sponsorships, etc.)	6,512	6,541	10,000										
CSP2	41,944	0.40.000	044.400	400 400	400.004								
IMPACT	8,615	249,368	644,400	490,498	488,631								
IMPACT HUB PAYMENTS			14,000	67,850	56,000								
TOTAL REVENUE	1,844,744	1,994,373	2,223,309	2,292,872	2,319,529	1,633,714	1,563,367	1,552,306	1,474,524	1,400,345	1,330,288	1,263,483	1,20
TOTAL REVENUE PLUS BEGINNING BALANCE	10,256,365	10,314,117	10,592,773	10,058,273	9,582,502	8,416,595	7,971,862	7,516,069	7,084,493	6,578,738	6,236,570	5,827,596	5,45
CONTINGENCY FUND FOR MAA			(50,000)										
UNFUNDED LIABILITY													(1)
Pre-2011 INITIATIVES:													
School Readiness (all programs)													
School Readiness Evaluation												4515	
Children's Health Initiative											ATTACHI	ΛENT:	
Perinatal Substance Abuse Initiative										Di	raft Plan - Sec	ond Revision	
Oral Health Initiative (FY 2011-12 carryover 2 yr contract)											("FY 18		
Other Programs (Raising A Reader/Kits)											(L1 TO	.19]	
2011-15 INITIATIVES										_			
Health Initiative	(355,558)												
Oral Health Initiative	(95,449)												
Perinatal Substance Abuse Prevention Initiative	(99,222)												
Special Needs Initiative	(68,533)												
School Readiness Initiative	(822,562)												
First 5 Media, Kits, Other	(8,509)												
	(0,000)												
2016-2020 PRIORITY AREAS						(1,400,000)	(1,400,000)	(1,300,000)	(1,300,000)	(1,100,000)	(1,100,000)	(1,000,000)	(1,00
Perinatal Readiness		(216,899)	(349,017)	(341,137)	(341,137)	, , , , ,	, , , , ,	, ,	, , , ,	, ,	, ,	, , , ,	
Family Strengthening		(180,233)	(438,000)	(411,740)	(373,493)								
Child Health and Development		(176,632)	(275,382)	(328,760)	(373,760)								
Early Learning (Core Allocation)		(571,674)	(430,943)	(438,479)	(438,479)								
Program Contingency (5% of Priority Area Investment)		, , ,	(74,667)	(76,006)	(76,343)								
			, , ,	` ' '	, , ,								
First 5 Kits		(1,170)	(1,200)	(1,200)	(1,200)								
Early Learning (IMPACT)	(8,638)	(299,238)	(492,769)	(438,230)	(438,230)								
IMPACT Regional HUB Contracts				(64,850)	(52,000)								
BASELINE EVALUATION EXPENSE 2% (approved 2012-13)	(34,043)	(34,214)	(32,667)	(30,402)	(30,537)	(30,000)	(30,000)	(28,000)	(28,000)	(23,700)	(23,700)	(21,700)	(
SYSTEMS CHANGE/ADVOCACY AND POLICY EFFORTS	(42,299)	(36,555)	(125,000)	(100,000)	(100,000)	(90,000)	(90,000)	(90,000)	(90,000)	(75,000)	(75,000)	(75,000)	(
SPONSORSHIPS TOTAL PROGRAM EXPENSE	(4 504 510)	(3,100) (1,519,715)	(15,000)	(12,000)	(12,000)	(10,000) (1,530,000)	(10,000) (1,530,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(1.2)
TOTAL PROGRAM EXPENSE	(1,534,813)	(1,519,715)	(2,284,645)	(2,242,804)	(2,237,180)	(1,530,000)	(1,530,000)	(1,428,000)	(1,428,000)	(1,208,700)	(1,208,700)	(1,106,700)	(1,2)
ADMINISTRATION:													
BASELINE: Proposed 2011-12 budget, 1.8%CPI YR. 14-22													
Program Personnel and Program Operating Expense	(200,979)	(219,647)	(273,505)	(278,428)	(283,440)	(253,100)	(253,100)	(253,100)	-253099.7119	(245,507)	-245506.7206	(245,507)	(2-
Administrative Personnel and Operating Expense	(200,829)	(205,291)	(269,222)	(274,068)	(279,001)	(225,000)	(225,000)	(225,000)	(225,000)	(218,250)	(218,250)	(218,250)	(2
TOTAL ADMINISTRATION:	(401,808)	(424,938)	(542,727)	(552,496)	(562,441)	(478,100)	(478,100)	(478,100)	(478,100)	(463,757)	(463,757)	(463,757)	(4
TOTAL EXPENSE	(1,936,621)	(1,944,653)	(2,827,372)	(2,795,300)	(2,799,621)	(2,008,100)	(2,008,100)	(1,906,100)	(1,906,100)	(1,672,457)	(1,672,457)	(1,570,457)	(1,6
													3.786.7
Remaining Fund Balance End of period	8,319,744	8,369,464	7,765,401	7,262,973	6,782,881	6,408,495	5,963,763	5,609,969	5,178,394	4,906,282	4,564,113	4,257,139	-,,
Administrative %	10.37%	10.56%	9.52%	9.80%	9.97%	11.20%	11.20%	11.80%	11.80%	13.05%	13.05%	13.90%	
Direct Program Investment to Total Expenses	79%	78%	81%	80%	80%	76%	76%	75%	75%	72%	72%	70%	
Bircott rogitam invocation to Total Expenses													



To: First 5 Commissioners of San Luis Obispo County

From: Wendy Wendt

Date: June 27, 2018

Re: ITEM 6: FY 2018-19 Proposed Administrative Budget

Recommended Action

Staff is requesting initial Commission review and approval of the proposed Administrative Budget for Fiscal Year 2018-19.

PROPOSED ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2018-19 (Attachment 1)

*Note: The following adjustments have been made to the draft Administrative Budget since initial Commissioner review at the May 23, 2018 meeting.

- Office rent is slightly higher than originally calculated, due to an uptick in the Consumer Price Index from 3% to 4.1%, the figure which according to First 5's contract with Walter Brothers sets the percentage increase for annual office rent.
- A modest decrease in anticipated strategic planning costs offset the office rent increase.
- Adjustments in revenue and program expense calculations related to IMPACT HUB funds (and as included in the updated Long-Range Financial Plan see Agenda Item 4d) result in a slight adjustment to the budgeted program expense figure for FY 2018-19, from \$2,228,754 to \$2,242,804.

Staff recommends a total administrative budget in the amount of \$552,496 for FY 2018-19. This amount is included in the Commission's Long Range Financial Plan (draft pending approval, May 23, 2018). The amount incorporates approximately \$36,000 in expenses included in the IMPACT budget approved by First 5 California. These expenses include a part-time IMPACT Administrator, materials/supplies, travel costs, and public awareness campaign costs associated with the IMPACT program.

The recommended amount represents an organizational structure that includes two full-time staff (Executive Director, Associate Director) one 30 hours per week (.75 FTE) Communications and Outreach Officer, one 20 hours per week (.5 FTE) Special Projects Administrator (IMPACT and Help Me Grow), and one 5 hours per week (.125 FTE) Administrative Assistant.

The proposed budget also includes a contingency amount of \$20,000 (approximately 4%) to provide for unforeseen expenses related to future needs. Contingency items may include any other unforeseen expenses related to increased costs for various new professional service contracts.



Additional Notes

- #1 Salary/Benefits Increase:
 - Accounts for STEP increases for three employees
- #2 MAA Invoice (SLO County Public Health):
 - Increase based on anticipated revenue of \$50,000 (County fee is 10% of revenue)
- #3 Cal PERS GASB 68 Valuation Fee
 - Required annual cost to calculate unfunded liability, required for fiscal audit
- #4 Other Professional Services \$10,000
 - Includes funding for web and social media design consultation related to 20-year anniversary
- #5 Special Department Expense \$14,180
 - Increase to replenish diminishing inventory of outreach and promotional materials, some of which require new logo; 20th anniversary celebration costs
- #6 Travel Expense \$9,000
 - Reflects increase in staff and Commissioner involvement in regional and state events related to early childhood advocacy and First 5 Network; also includes additional travel costs associated with Executive Director participation in a First 5 Leadership Cohort.

Program & Evaluation Expense

• In accordance with the proposed Financial Plan, a total of \$2,228,754 has been projected for program and evaluation expense, plus \$278,428 in program-related personnel/operating costs, totaling \$2,521,232.

Administrative Percentage

• The projected administrative expense of 9.8% is within the Commission's established maximum of 15%.

<u>ATTACHMENT 1</u>
First 5 San Luis Obispo County 2018-19 Budget (DRAFT - June 27, 2018)

	'	<u> </u>				
Prop 10 Expenditures	2017-18 Adopted Administrative Budget	2018-19 Proposed Administrative Budget	Variance	Comments: 2018-19		
Salaries	262,735	272,153	9,418	Salary Schedule approved December 2016		
Benefits	101,121	105,134	4,013			
Sub-Total Salary and Benefits	363,856	377,287	13,431			
Professional Services						
Payroll Services	3,120	3,380	260	\$130 x 26 pay periods		
Legal Services	15,000	15,000	-	estimated at 60 hrsdecrease based on expense history		
Outside Auditor	7,500	7,500	-	per Letter of Agreement with Crosby Co.		
Public Health MAA Fee	6,700	5,000	(1,700)	fee = 10% of MAA invoice amount as per contract with Public Health (est. \$50000)		
Cal PERS GASB 68 Valuation Fee	1,300	1,300	-			
Outreach Events Costs	2,000	2,000		contractor to assist with outreach booth activities		
IT Services	5,500	5,000	(500)			
Bookkeeping	-		-			
Strategic Planning	3,000	2,500	(500)	Annual Strategic Plan Update		
Other Professional Services	22,000	10,000	(12.000)	Includes web and media services related to 20th		
Sub -Total Professional Services	22,000	10,000		anniversary promotions		
101211101233101121323	66,120	51,680	(14,440)			
Services and Supplies						
Computer Supplies	1,500	1,000	(500)	software, other accessories; Increase based on prior year expense for outreach		
Copy/Printing	1,300	2,000	700	supplies -		
Food	1,000	1,000	-			
Insurance Maintenance Contracts	3,500 720	3,525 700	25 (20)	liability/property/crime copier maintenance		
Memberships	4,500	5,500	,	Increase in State Association dues, Children Services Network support, SLO Chamber Dues		
Office Expense	3,000 7,531	3,000 7,802	-	\$1000 in IMPACT PROGRAM MATERIALS		
County Auditing Services Postage	200	100	(100)	2018-19 agreement decrease based on 17-18 spending		
Registration/Training	3,500	4,000	-	professional development activities (increase based on 17-18 expenses)		
Rent/Utilities	42,000	43,722	1,722	4.1% rent increase starting July 2018		
Significant Value Purchase				reserve for 7-10 year old equipment (e.g. printers;		
	5,000	5,000	-	office furniture, computers, etc.) Outreach and Promotion Materials (increase due to		
Special Dept. Expense	10,000	14,180	4 190	need for materials with new logo, program listings, 20th anniversary), IMPACT special projects (e.g.		
Phone/Data/Internet Access	3,000	3,000	4,160	\$200/mo. (Cable and phones)		
Travel Expenses				out-of-county meetings & conferences, in-county employee mileage + IMPACT TRAVEL (state/regional travel for IMPACT to be partially covered through		
Contingency	6,000 20,000	9,000	3,000	HUB budget); ED travel to 2 Leadership Convenings 3.6% of Administrative budget.		
Sub-Total Services and Supplies	112,751	123,529	10,778			
Administrative Expense	542,727	552,496	9,769	based on 2016-20 financial plan; includes IMPACT		
Less: Program Related Admin	(273,505)	(278,428)	(4,923)	based on 2016-20 financial plan; includes IMPACT		
Total Administrative Expense	269,222	274,068	4,846	·		
Program & Evaluation Exposes	2,284,645	2,242,804	(41,841)	based on 2016-20 financial plan		
Program & Evaluation Expense Plus: Program Related Admin	2,284,645	2,242,804	4,923	oused on 2010-20 illidificial plati		
Total Program & Evaluation Expense	2,558,150	2,521,232	(36,918)			
Administrative Percentage	9.52%	9.80%				
Total Operating Expense	2,827,372	2,795,300	(32,072)			



To: First 5 Commission of San Luis Obispo County

From: Wendy Wendt

Date: June 27, 2018

Re: ITEM 8: 2018-19 Advocacy and Systems Change Budget

Recommended Action

Staff recommends the Commission approve a Budget Plan for First 5 San Luis Obispo County's Advocacy Activities in FY 2018-19.

Background Information

First 5 San Luis Obispo County's Long-Range Financial Plan includes a line item, Advocacy and Systems Change" which totals \$100,000 in FY 2018-19. This budget category supports activities that reinforce the agency's work to build public awareness and foster positive changes in policy and practice that give our youngest children and their families the best start in life.

Two documents guide First 5 San Luis Obispo County's advocacy work: 1) the Advocacy Agenda, which is directly linked to the Strategic Plan and focuses on key issues within each of the agency's four Priority Areas; and 2) The Children's Bill of Rights, which is an aspirational vision statement shared among many local groups articulating our shared hopes for and responsibilities to children who live here.

Over the past several years, First 5 San Luis Obispo County has established several signature initiatives to build broad-based public awareness on the importance of early childhood as a foundational life stage. Key among these are the Hands-on Heroes campaign and the Talk.Read.Sing! Campaign. The Advocacy/Systems Change Budget has funded these and other efforts such as the "Raising of America" screenings, Month of the Child promotion, the Children's Summit, and P5 Children's Advocacy Network activities.

The FY 2018-19 Advocacy Fiscal Plan is meant as a guide, with the following areas and estimated funding levels:

- Talk. Read.Sing. "Phase IV" (\$42,500): To include continued investment in Movie Ads and Blues Baseball Kidzone and window decals, plus "Talking is Teaching" Playground Pods, and infant "onesies" for Kit distribution.
- Children's Bill of Rights/Hands-on Heroes (\$12,000): Continued monthly ad campaign with print and TV coverage; at least one Town Hall event to honor heroes and tie campaign themes with other community investment opportunities as inspired by the campaign/
- New/General Advocacy (\$45,500): Family-Friendly Workplace Campaign in partnership with local business and civic organizations, at least two Town Hall events raising awareness regarding other Advocacy Agenda priorities, continued promotion of Month of the Child, continued participation in regional and state level policy development.

Additional information, including line-item details in each category, will be presented at the June 28, 2017 Commission meeting.

Child Death Review Team

San Luis Obispo County

Report of Findings 2010-2016

Summary - 2010-2016

General

- 39 Deaths Reviewed
- Despite Small Numbers, 59% probably preventable
- 62% of Death were Children Ages 0-4

Causes of Death

- 44% Accidents (17)
- 36% Natural Causes Medical (14)
- 8% Suicide (3)
- 5% Homicides (2)

Leading Cause of Deaths is Accidents

(Stats Consistent with National Statistics)

- 4 Motor Vehicle Accidents 2 Protective devises not present or used incorrectly
- 4 Drownings
- 1 Poisoning
- 2 Infant Asphyxiation 1 sleep related and 1 wedged into covers
- 7 Sleep Related Infant Deaths Sleeping in adult beds, caught in bedding, not sleeping on back, parent alcohol impaired

59% were Probably Preventable

- 2 Child Abuse
- 3 Child Neglect
- 5 Negligence or Poor/Lack Supervisor

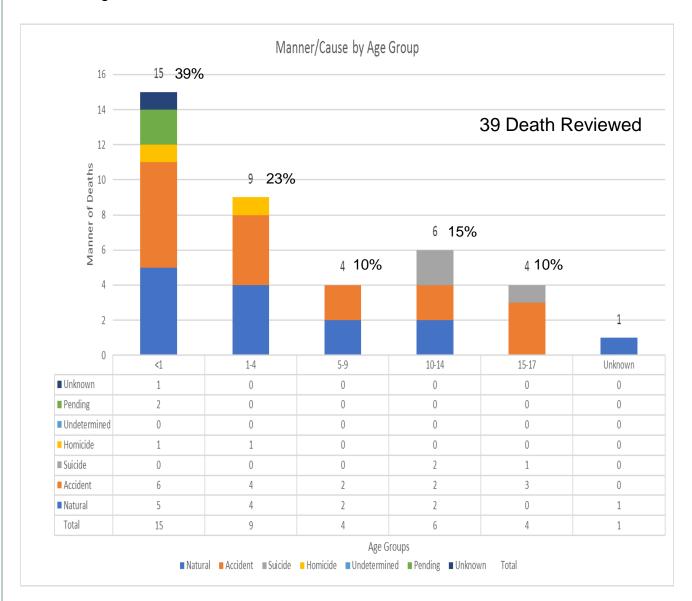
Actions & Recommendation

- Education Primary Action Responsibility
- Advocacy Organization (9)
- Local Community group (4)
- Health and Mental Health Department (6)
- Schools and Youth Group (2)
- Law (1)
- No one (3)

Note: Incomplete data for years prior to 2010 so not included.

Manner/Cause of Death by Age Group

Children ages 0-4 account for 62% of the 39 deaths reviewed.



Manner/Cause of Death by Age Group

Accidents - Highest Number Deaths

Manner	Cause	<1	1 to 4	5 to 9	10 to 14	15 to 17	Unknown	Total
Natural	Asthma	0	0	1	0	0	0	1
	Cardiovascular	0	1	0	0	0	0	1
	Neurological/Seizu							
	re	0	1	0	0	0	0	1
	Pneumonia	1	0	0	0	0	0	1
	Other infection	1	0	0	0	0	0	1
	Other perinatal		_	_				
	condition Other medical	1	0	0	0	0	0	1
	condition	1	2	1	2	0	1	7
	Undetermined	_	~		~		_	
	medical	1	0	0	0	0	0	1
	Subtotal	5	4	2	2-		1	14
Accident	Any Medical Cause	2	0	0	0	0	0	2
	Motor Vehicle	0	1	1	0	2	0	4
	Drowning	0	2	1	1	0	0	4
	Asphyxia	2	0	0	0	0	0	2
	Fall or Crush	0	1	0	0	0	0	1
	Poisoning, Overdose or Acute							
	Intoxication	0	0	0	1	0	0	1
	Other Injury	1	0	0	0	1	0	2
	Unknown	1	0	0	0	0	0	1
	Subtotal	6	4	2	2	3	0	17
Suicide	Asphyxia	0	0	0	2	1	0	3
	Subtotal	0	0	0	2	1	0	3
Homicide	Other Injury	1	1	0	0	0	0	2
	Subtotal	1	1	0	0	0	0	2
Pending		2	0	0	0	0	0	2
Unknown		1	0	0	0	0	0	1

Manner/Cause of Death by Age Group

SLO County has similar pattern as US i.e. Intentional Deaths are primary cause of death.

Note that SIDS 3rd Leading Cause of Death for children <1 of age.

10 Leading Causes of Death by Age Group, United States - 2015

			5/16		Age G	iroups	- 4]
Rank	<1	1-4	5-9	10-14	15-24	25-34	35-44	45-54	55-64	65+	Total
1	Congenital Anomalies 4,825	Unintentional Injury 1,235	Unintentional Injury 755	Unintentional Injury 763	Unintentional Injury 12,514	Unintentional Injury 19,795	Unintentional Injury 17,818	Malignant Neoplasms 43,054	Malignant Neoplasms 116,122	Heart Disease 507,138	Heart Disease 633,842
2	Short Gestation 4,084	Congenital Anomalies 435	Malignant Neoplasms 437	Malighant Neoplasms 428	Suicide 5,491	Suicide 6,947	Malignant Neoplasms 10,909	Heart Disease 34,248	Heart Disease 76,872	Malignant Neoplasms 419,389	Malignant Neoplasms 595,930
3	SIDS 1,568	Homicide 369	Congenital Anomalies 181	Suicide 409	Homicide 4,733	Homicide 4,863	Heart Disease 10,387	Unintentional Injury 21,499	Unintentional Injury 19,488	Chronic Low. Respiratory Disease 131,804	Chronic Low. Respiratory Disease 155,041
4	Matemal Pregnancy Comp. 1,522	Malignant Neoplasms 354	Homicide 140	Homicide 158	Malignant Neoplasms 1,469	Malignant Neoplasms 3,704	Suicide 6,936	Liver Disease 8,874	Chronic Low. Respiratory Disease 17,457	Cerebro- vascular 120,156	Unintentional Injury 146,571
5	Unintentional Injury 1,291	Heart Disease 147	Heart Disease 85	Congenital Anomalies 156	Heart Disease 997	Heart Disease 3,522	Homicide 2,895	Suicide 8,751	Diabetes Mellitus 14,166	Alzheimer's Disease 109,495	Cerebro- vascular 140,323
6	Placenta Cord. Membranes 910	Influenza & Pneumonia 88	Chronic Low. Respiratory Disease 80	Heart Disease 125	Congenital Anomalies 386	Liver Disease 844	Liver Disease 2,861	Diabetes Mellitus 6,212	Liver Disease 13,278	Diabetes Mellitus 56,142	Alzheimer's Disease 110,561
7	Bacterial Sepsis 599	Septicemia 54	Influenza & Pneumonia 44	Chronic Low Respiratory Disease 93	Chronic Low Respiratory Disease 202	Diabetes Mellitus 798	Diabetes Mellitus 1,986	Cerebro- vascular 5,307	Cerebro- vascular 12,116	Unintentional Injury 51,395	Diabetes Mellitus 79,535
8	Respiratory Distress 462	Perinatal Period 50	Cerebro- vascular 42	Cerebro- vascular 42	Diabetes Mellitus 196	Cerebro- vascular 567	Cerebro- vascular 1,788	Chronic Low. Respiratory Disease 4,345	Suicide 7,739	Influenza & Pneumonia 48,774	Influenza & Pneumonia 57,062
9	Circulatory System Disease 428	Cerebro- vascular 42	Benign Neoplasms 39	Influenza & Pneumonia 39	Influenza & Pneumonia 184	HIV 529	HIV 1,055	Septicemia 2,542	Septicemia 5,774	Nephritis 41,258	Nephritis 49,959
10	Neonatal Hemorrhage 406	Chronic Low Respiratory Disease 40	Septicemia 31	Two Tied: Benigh Neo./Septicemia 33	Cerebro- vascular 166	Congenital Anomalies 443	Septicemia 829	Nephritis 2,124	Nephritis 5,452	Septicemia 30,817	Suicide 44,193

Data Source: National Vital Statistics System , National Center for Health Statistics, CDC . **Produced by:** National Center for Injury Prevention and Control, CDC usingWISQ.ARS™.



Motor Vehicle Accidents (4)

Tables of demographics, positioning, type of care, and protective measures. Note: 4 Deaths,

2 Protective Measures Used Incorrectly or Not Present

Category	Demo- graphic	Driver	Passenger
Age			
Group	1 to 4	0	1
	5 to 9	1	0
	15 to 17	1	1
Sex	Male	1	0
	Female	1	2
Ethnicity	Latino	0	1
Race	White	2	1
Area	Urban	1	0
	Rural	1	2

Position of Child					
Vehicle	Driver	Passenger			
Car	0	1			
SUV	0	1			
Truck	1	0			
Recreational Vehicle	1	0			

Category	Protective Factors	Driver	Passenger
Protective Measure Present and			
Used Correctly	Airbag	1	0
	Lap belt	1	1
	-Shoulder Belt	1-	
Protective Measure Present and			
Used Incorrectly	Child Seat	0	1
Protective Measure Needed but			
None Present	Helmet	1	0
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Motor Vehicle Accidents – Risk Factors

Listing of risk factors associated with each of the 4 MVA deaths.

Age	1 to 4	5 to 9	15 to 17	15 to 17
Position	Passenger	Driver	Driver	Passenger
Sex	Female	Male or Female	Male or Female	Female
Ethnicity	Latino or White	White	White	Latino or White
Area	Rural	Urban or Rural	Urban or Rural	Rural
Vehicle	Car or SUV	Most Likely Recreational Vehicle	Most Likely Truck	Car or SUV
Death Reviewed	Yes	Yes	Yes	Yes
Incident Responsibility	Separate Driver or Other Vehicle	Child Driver is Responsible	Child Driver is Responsible	Driver of vehicle or Other Vehicle
Seat Belt Protective Factor	Lap or Shoulder Belt	Most Likely Lap Belt	Most Likely Shoulder Belt	Lap or Shoulder Belt
Air Bag Protective Factor	n/a	n/a	Most Likely had Airbag	n/a
Protective Factor Used Incorrectly	Improper Use of Child Seat	n/a	n/a	n/a
Protective Factor Needed But Absent	n/a	Most Likely Absent Helmet	n/a	n/a
Other Risk Factors	n/a	No License	n/a	Most Likely two or more Teenagers

Drowning (4)

Age	1 to 4	1 to 4	5 to 9	10 to 14
	Pool/Hot	O.I	Pool/Hot	Lake/
Place of Drowning	Tub/Spa	Other	Tub/Spa	River/Pond/Creek
	Male or		Male or	
Sex	Female	Female	Female	Male
Ethnicity	n/a	Latino	n/a	Latino
Race	White	White	White	Unknown
Death Reviewed	Yes	Yes	Yes	Yes
Child Wearing				
Floatation Device	No	No	No	Yes
Child Could Swim	No	No	No	Yes
No Barriers to		No	Had	
Water	Had Barriers	Barriers	Barriers	No Barriers

Drowning Factors	Death Reviewed	1	2	3
	Child Wearing Floatation Device	1	0	0
	Child Could Swim	1	0	0
	No Barriers to Water	1	0	1

Poisoning (1)

10 to 14
Prescription Drug
Death Reviewed
Male
White
Accidental Overdose
Place of storage of substance unknown

Infant Death: Asphyxiation (2)

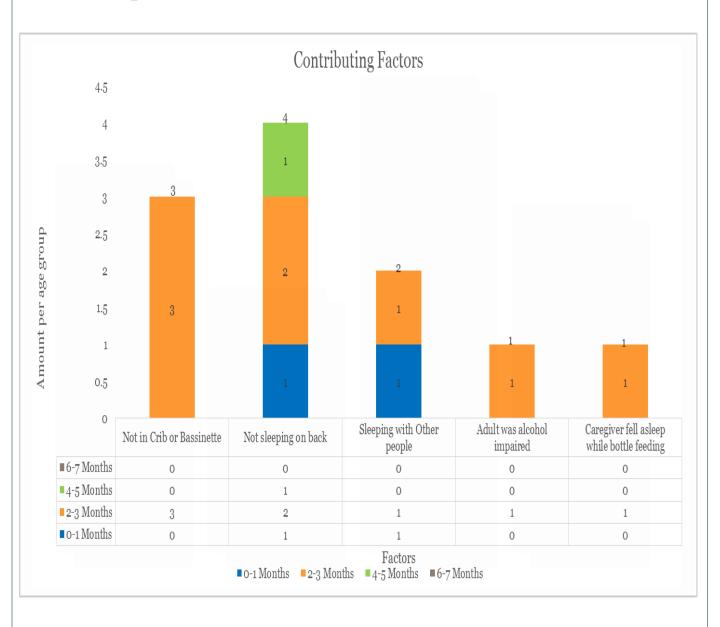
Category	Sleep- Related	Wedged into
<1	1	1
Female	1	1
White	1	1
Accident (Unintentional)	1	1

Infant Death: Sleep-Related Death (7)

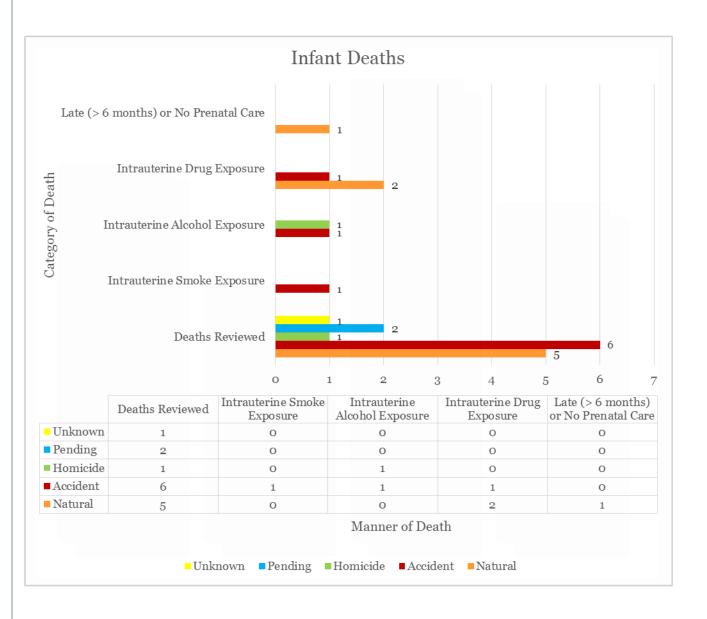
Note: 4 not sleeping on back, 5 sleeping with others or not in crib/bassinette.

		0-1	2-3	4-5	6-7	Total
Category	Factor	Months	Months	Months	Months	
Ethnicity	Latino	0	0	1	0	1
Race	White	1	3	1	1	6
Sex	Male	0	1	0	1	2
	Female	1	2	1	0	4
Cause	SIDS	0	0	1	0	1
	Asphyxia	1	1	0	0	2
	Medical Condition	0	1	0	0	1
	Undetermined	0	0	0	1	1
	All Other Causes	0	1	0	0	1
irway	Airway Obstruction					2
Obstruction	Death Reviewed	0	2	0	0	
	Airway Unobstructed					1
	by Person or Object	0	1	0	0	
Contributing						6
Factors	Death Reviewed	1	3	1	1	
	Not in Crib or					3
	Bassinette	0	3	0	0	
	Not sleeping on back	1	2	1	0	4
	Sleeping with Other					2
	people	1	1	0	0	
	Adult was alcohol					1
	impaired	0	1	0	0	
	Caregiver fell asleep					1
	while bottle feeding	0	1	0	0	

Infant Sleep-Related Death (7)

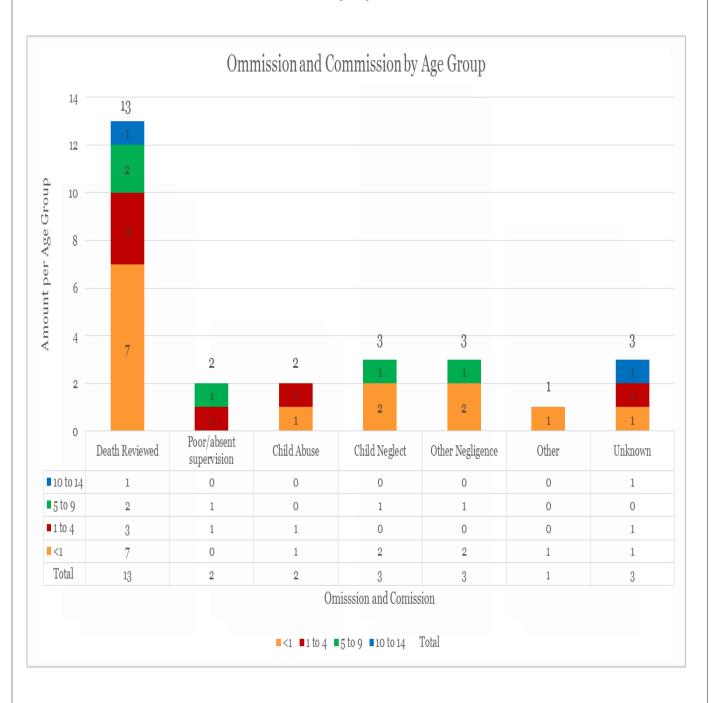


Infant Deaths: Intrauterine Exposure



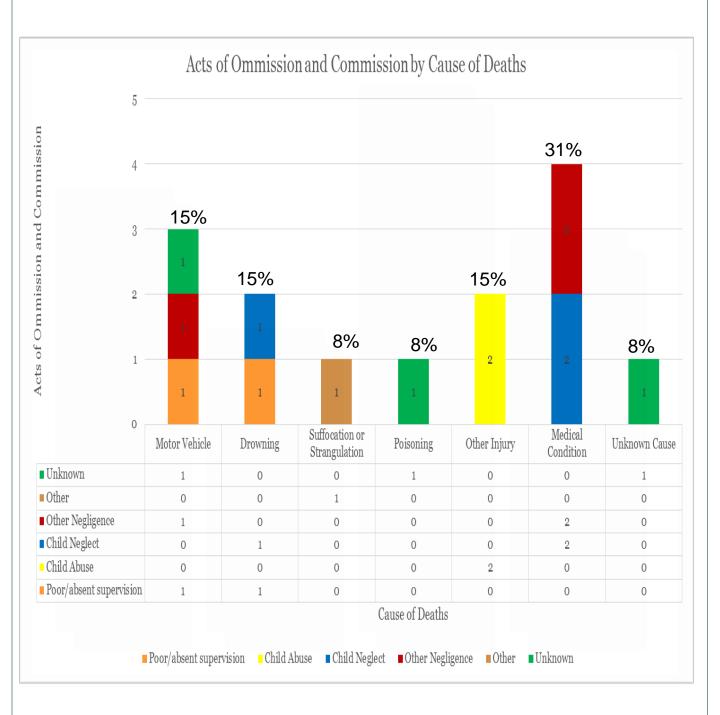
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Omission and Commission (13)



CDRT_Mar2018 13

Omission and Commission (13)



Child Abuse Cases (2)

Category	Factor	Caused	Contributed	Total
Child Abuse	Death Reviewed	1	1	2
Chronicity of				
Abuse	Isolated Incident	1	1	2
	Open CPS case at time of			
CPS Involvement	death	1	0	1
	Child had history of			
	maltreatment as victim	0	1	1
	CPS action taken because of			
	death	0	1	1
Person				
Responsible for				
Act	Biological Parent	1	1	2
	Male	0	1	1
	Female	1	0	1
	Drug/alcohol impaired at			
	time of incident	1	1	2
	History of substance abuse	0	1	1

Types of Abuse	Total
Physical	2
Abusive head trauma	1
Shaken	1
Other	1
Triggering Events for Physical Abuse	Total
Crying	2
Other	1

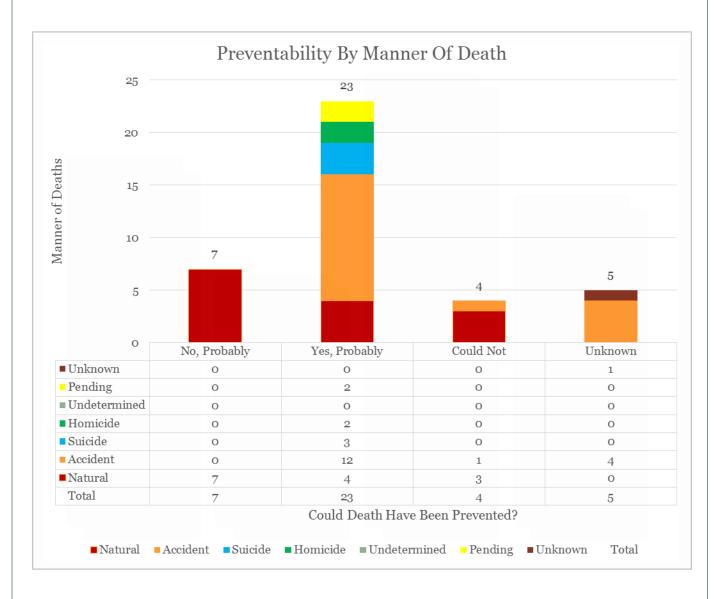
Child Neglect Cases (3)

Category	Factor	Caused	Contributed	Total
Child Neglect	Death Reviewed	0	3	3
Chronicity of				
Neglect	Pattern in family	0	1	1
	Isolated incident	0	1	1
CPS Involvement	Died as infant and born drug/alcohol exposed	0	1	1
	Open CPS case at time of death	0	1	1
	CPS action taken because of death	0	1	1
Person Responsible for				
Act	Biological Parent	0	1	1
	Other relative	0	1	1
	Unknown Person	0	1	1
	Male	0	1	1
	Female	0	1	1
	Unknown	0	1	1

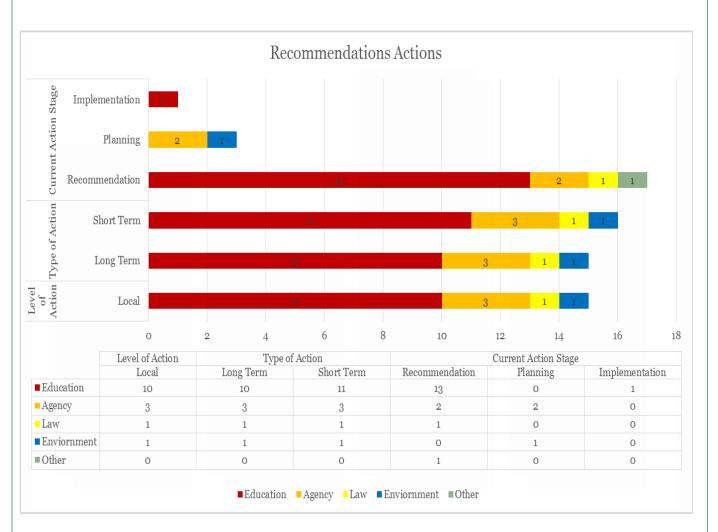
Types of Neglect	Total
Failure to protect from	
hazards	2
Unknown	1

Preventability

Death Preventable (39)



Action Taken



Responsibility for Prevention Strategy	Total
Deaths Reviewed	39
No One	3
Health Department	2
Mental Health	3
Schools	1
Law	1
Advocacy organization	9
Local Community group	4
Youth Group	1

Thank You

Child Death Review Team for their work, Lisa Fraser Center Executive Director of Family Strengthening and The Link, and Alex Igarashi, Cal-Poly Student who helped with the data reports.