



***March 27, 2019 COMMISSION MEETING
AGENDA PACKET ATTACHMENTS***

Attachments:

ITEM 4: Consent Agenda

- a) Draft January 23, 2019 minutes
- b) Staff memo and Auditor Engagement Letter
- c) Table of Contents to First 5 CA Annual Report FY 17-18 (*for the full report go to http://www.cafc.ca.gov/pdf/annual_report_pdfs/Annual_Report_17-18.pdf*)

ITEMS 7-9: Staff memos and documentation

ITEMS 10-12: Staff memos and draft contracts

ITEM 13: Staff memo and materials for Executive Director Evaluation

FIRST 5 SAN LUIS OBISPO COUNTY
CHILDREN AND FAMILIES COMMISSION

COMMISSION MEETING MINUTES

January 23, 2019

Current Commissioners Present

Bruce Gibson (Chair)	SLO County Board of Supervisors
Penny Borenstein, M.D. (Vice Chair)	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)
Mark Haas	Children's Services Network
Janet Murphy	Community at Large
Melinda Sokolowski	Child Care Planning Council
Bob Watt	Community at Large

Current Commissioners Absent: None

Staff Present

First 5 staff: Wendy Wendt, Jason Wells, Misty Livengood, Naomi Goldman (intern)
Commission Evaluator: Tom Keifer
Commission Counsel: Natalie Frye-Laacke

Call to Order

Chair Gibson called the meeting to order at 3:17 PM.

ITEM 1 –Chair Comments

Commission Chair Gibson welcomed Mark Haas to his first meeting as Commissioner representing the Children's Services Network. He also introduced Cal Poly student Naomi Goldman, a winter quarter intern at First 5. He acknowledged the inauguration of California Governor Gavin Newsom.

ITEM 2 – Commissioner Announcements and Updates

Commissioner Haas announced that First 5 has joined the Department of Social Services and other local stakeholders working together to draft a countywide child abuse prevention plan.

Commissioner Brescia announced a possibility to partner with Santa Barbara County Education Office on a regional funding proposal to support QRIS work [related to inclusive practice in early childhood education].

ITEM 3 - Public Comment – Items not on the agenda

Laura Ruth, a SLO County resident introduced herself to the Commission. She used to live in Inyo County, where she partnered with First 5 Inyo County as a music therapist.

ITEM 4 (ACTION ITEM) - Consent Agenda

- a. Approval of the December 5, 2018 Minutes
- b. Approval of FY18-19 Q2 Financial Report
- c. Confirm BOS Commissioner Appointment – Bruce Gibson (one-year term Jan-Dec 2019)
- d. Approve Child Care Planning Council Designee – Melinda Sokolowski (new 4-year term; July 2019-July 2023)
- e. Approve 2019 Advocacy Agenda

Public Comment: None

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

ITEM 5 (ACTION ITEM) - Election of 2019 Officers: Chair and Vice Chair

Public Comment: None

Commissioner Watt made a motion to approve 2019 Officers: Bruce Gibson as Chair and Penny Borenstein as Vice Chair. The motion was seconded by Commissioner Drake and passed unanimously.

ITEM 6 (ACTION ITEM) – Presentation/Approval Personnel Policy Updates

Staff is recommending the Commission confirm the following updates to First 5 San Luis Obispo Personnel Policy, as detailed in the Employee Handbook:

- New paragraph to be inserted into the “Hiring” section of the Employee Handbook:

Recruitment and Preemployment Checks. First 5 San Luis Obispo County establishes formal job descriptions for all staff positions. Open positions are advertised broadly using a variety of outreach methods, including website and social media posting, ads on local, regional and state job boards, the First 5 Association network, and First 5 San Luis Obispo County’s mailing list. Candidates are initially required to provide a resume and cover letter, as well as additional supplemental materials if requested. Finalists take part in an in-person interview, and provide a list of references. Final hiring decisions are contingent on results of prior employment reference checks and a background report conducted by an outside firm that include credit report, criminal and motor vehicle record checks, social security number trace, and sex offender search.

- Updated language to be included under the following section of the Employee Handbook:

Employees Who are Required to Drive. Employees who are required to drive a Commission vehicle or their own vehicles on Commission business will be required to show proof of current valid driving licenses and current effective insurance coverage before the first day of employment.

The Commission participates in the Employer Pull Notice (EPN) system that regularly checks the Department of Motor Vehicles (DMV) records of all employees who drive as part of their job. The EPN system will generate a

driver record for all newly enrolled employees and upon an action or activity (i.e. convictions, accidents, driver license suspensions or revocations) and the driver record will be automatically sent to First 5. Upon receipt of a driver record pursuant to the EPN system, the Chairman and Vice Chairman, together with the Executive Director, shall review the driver record and determine an appropriate course of action that is in the best interest of First 5.

The Commission retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the Commission's policy.

Employees who drive their own vehicles on Commission business will be reimbursed at Internal Revenue Service established mileage rate for business miles.

COMMISSIONER COMMENTS:

Commissioner Drake requested adding a sentence to section on Employees Who Are Required to Drive: *"It is the employee's responsibility to inform First 5 San Luis Obispo County if there is an infraction."*

Commissioner Brescia suggested looking at analogous language in school district policy for specific wording.

Public Comment: NONE.

Commissioner Drake made a motion to approve the updated Personnel Policy language, as articulated in the Employee Handbook, as amended with the additional sentence. The motion was seconded by Commissioner Brescia and passed unanimously.

ITEM 7 (ACTION ITEM) – Presentation/Approval: 2018 Outcome Evaluation

Jason Wells introduced this item. The annual Outcome evaluation was first introduced at the December 2018 meeting, with additional opportunity for Commissioner comment/review through early January.

Commissioner Gibson commented that evaluation is a tough enterprise for any agency. It is important to track outcomes when we can. He believes that the information necessary to evaluate programs is in the report, and he is looking forward to meeting with the evaluation subcommittee in the coming months to delve deeper into the data, and to continue working to improve on evaluation practice.

Evaluation Consultant Tom Keifer pointed out that one change in the final copy is the addition of annual funding amounts next to each program, per Commissioner request.

Public Comment: NONE

Commissioner Brescia made a motion to approve the 2018 Outcome Evaluation. The motion was seconded by Commissioner Murphy and passed unanimously.

ITEM 8 – Staff Reports

Misty Livengood presented on the following First 5 County activities:

- Wendy Wendt, Shana Paulson (Child Care Resource Connection), and Adrienne Harris (parent advocate) recently made public comment at San Luis Obispo City Council regarding child care challenges in the county. Commissioner Gibson lauded the participation by Ms. Harris in this event.
- New state leadership is dedicated to early childhood, including Governor Gavin Newsom; new state Surgeon General Nadine Burke Harris; and Kris Perry, Deputy Secretary of California Health and Human Services for Early Childhood Development.
- First 5's and other child advocates will be engaging in Census outreach in spring
- The Strong Start Index is now available on-line, a new resource hosted by the First 5 Association and The Children's Data Network at USC. It uses information provided at birth to gauge family and child resilience at the state, county, and census tract levels.
- First Advocacy Day is scheduled for April 30 in Sacramento. Local staff will be in attendance.
- First 5 LA has commissioned a video celebrating 20 years of First 5 and featuring Rob Reiner. Other local First 5's are able to attach their own banners/logos and post.
- First 5 Health Access Trainers are set to host another Immigrant families forum; 90 people are currently registered.
- Pyjama Drama continues to provide opportunities in the community, the newest gig at Oceano Library.
- P5 Children's Advocacy Network remains a regular gathering place for diverse early childhood stakeholders, and is growing its capacity as a network of ambassadors, a professional development hub, and a place to keep current on trending issues in early childhood.
- Hands on Heroes: January - Sam Crouse (ECHO Homeless Shelter), February - Deanna Smaw (WIC).
- Month of the Child is around the corner.

Wendy Wendt announced planning toward a First 5-hosted Town Hall called Where's the Care: Tackling Our Local Child Care Challenge.

Public Comment: NONE

ITEM 9 (ACTION ITEM) – Approve MHSA Contract with County of San Luis Obispo: 3x3 Developmental Screening Partnership

This item was tabled pending completion of a final draft review by County Counsel and First 5 Counsel. Contract approval will be rescheduled for the March 27, 2019 meeting.

Commission directed staff to proceed with developing drafts for required staff hires, RFP's and subcontracts associated with the project.

Public Comment: NONE

ITEM 10 (ACTION ITEM) – Approve Multi-Year Help Me Grow Allocation for Centralized Access Point Demonstration Project Funding (2018-19 – 2021/22).

Ms. Wendt introduced this item. She outlined the importance of a multi-year investment by First 5 to ensure successful launch of the Centralized Access component of the Help Me Grow model. She also emphasized the need for shared investment across multiple partners.

Commissioner Drake indicated that Department of Social Services has the possibility of contributing discretionary funds up to \$25,000 over the indicated time frame. Commissioner Borenstein commented that up to \$20,000 might be available through Public Health.

Commissioner Borenstein expressed a challenge with enlisted financial support from other partners, using the “chicken/egg” metaphor. Do we pilot the effort, show the value and then get commitments from partners? Or get commitments and then show the value? It is difficult to get a financial commitment from big organizations before they recognize what the effort will produce in tangible terms.

Commissioner Gibson suggested a possibility of a community match model: First 5 makes the \$200,000 community investment contingent on raising of another \$200,000 from other partners.

Commissioner Sokolowski offered the possibility that some community partners may be able to contribute through scaffolding/enhancement of existing infrastructure as an alternative to monetary match.

Commissioner Gibson proposed that staff put together a mini-strategic plan regarding the Help Me Grow Centralized Access Point.

Commissioner Murphy pointed out that the work associated with a Centralized Access Point and creating a coordinated developmental screening and referral system has been a conversation and goal for years and years, at First 5 and in the broader community; coordinating developmental screening. She encouraged First 5 to support it long term.

Public Comment:

Abby Lassen, local attorney with background in early childhood from '90's, expressed interest in seeing what a budget would look like.

Commissioner Borenstein proposed staff presenting back to the Commission with a broad concept, including investments by other partners. She further emphasized the time sensitive nature of getting this work off the ground, having promised the pediatric community at the November Town Hall that referral support was on the way through launch of a formal Help Me Grow system.

Commissioner Gibson proposed not taking formal action today, but instead to indicate initial comfort with the possibility of a multi-year commitment beyond the current strategic plan. He further directed staff to convene appropriate partners to assess current resource, and make

the case for funding commitments by First 5 and other partners (financial and in-kind). First 5 will be prepared to invest up to \$200,000 per year, pending development of a phased plan/budget, and a clear set of goals and deliverables.

Commissioners offered consensus affirmation of this proposed direction.

ITEM 11 -- Adjourn
5:00 p.m.

To: First 5 Commission

From: Wendy Wendt, Executive Director

Date: March 27, 2019

Re: Item 4b: Crosby and Co. Letter of Engagement for FY 2018-19 Audit Services

Recommendation

Staff recommends the Commission approve a one-year extension of First 5 SLO County's engagement with Crosby Company for the purposes of completing the FY 2018-19 Fiscal Audit. All terms, conditions and fees will remain as stated in the Audit Proposal submitted and approved by the Commission in March 2014.

Background:

June 30, 2016 marked the end of a three-year agreement with Crosby Company to perform annual audits of First 5 SLO County. The firm has charged an annual fee of \$7,500 for this service. The Commission approved a one-year extension of this contract at its March 23, 2016 meeting, and an additional one-year extension at its March 22, 2017, followed by a further one-year extension at its March 28, 2018 meeting.

Staff is requesting Commission approval to extend the current arrangement for an additional year under the same terms and fee structure as set out in the current arrangement. Crosby Company has agreed to this proposal, contingent on Commission approval, as documented in the attached engagement letter submitted by Robert Crosby, CPA.

First 5 SLO County Legal Counsel Raymond A. Biering is in support of this additional one-year extension.

Fiscal Considerations

None above current budget allocations. Fee structure will remain the same.

CROSBY COMPANY, CERTIFIED PUBLIC ACCOUNTANT

1457 MARSH STREET, SUITE 100 - SAN LUIS OBISPO, CA 93401

PHONE: (805)543-6100 FAX: (805)858-9505

March 20, 2019

First 5 Children and Families Commission of San Luis Obispo County
3220 South Higuera, Suite #232
San Luis Obispo, CA 93401

To the Commissioners,

I am pleased to confirm my understanding of the services I am to provide First 5 Children and Families Commission of San Luis Obispo County for the year ended June 30, 2019. I will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of First 5 Children and Families Commission of San Luis Obispo County as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement First 5 Children and Families Commission of San Luis Obispo County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of my engagement, I will apply certain limited procedures to First 5 Children and Families Commission of San Luis Obispo County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) MD&A.
- 2) Budgetary Comparison Schedules.
- 3) GASB-Required Supplementary Pension.

Audit Objective

The objective of my audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. My audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures I consider necessary to enable me to express such opinions. I will issue a written report upon completion of my audit of First 5 Children and Families Commission of San Luis Obispo County's financial statements. My report will be addressed to the Commissioners of First 5 Children and Families Commission of San Luis Obispo County. I cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for me to modify my opinions or add emphasis-of-matter or other-matter paragraphs. If my opinions are other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or unable to form or have not formed opinions, I may decline to express opinions or may withdraw from this engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by me, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to my attention. My responsibility as an auditor is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as an auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. I will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Control

My audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of First 5 Children and Families Commission of San Luis Obispo County's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of my audit will not be to provide an opinion on overall compliance and I will not express such an opinion.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles, and for the fair presentation in the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to me and for the accuracy and completeness of that information. You are also responsible for providing me with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that I may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to me in the representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include my report on the supplementary information in any document that contains and indicates that I have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes my report thereon. Your

Management Responsibilities (Continued)

responsibilities include acknowledging to me in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period; and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services I provide; oversee the services designated by an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

I understand that your employees will prepare all cash, accounts receivable, or other confirmations I request and will locate any documents selected by me for testing.

The audit documentation for this engagement is the property of Crosby Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to its designee. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Crosby Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the designee. The designee may intend or decide to distribute the copies or information contained therein to others, including governmental agencies.

My fee for these services will be at my standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that my gross fee, including expenses, will not exceed \$7,500.00. My standard hourly rates vary according to the degree of responsibility involved. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination, even if I have not completed my report. You will be obligated to compensate me for all the time expended and reimburse me for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

Engagement Administration, Fees, and Other (Continued)

I appreciate the opportunity to be of service to First 5 Children and Families Commission of San Luis Obispo County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy where indicated and return it to me.

Sincerely,



Robert P. Crosby, CPA

CROSBY COMPANY
Certified Public Accountant

This letter correctly sets forth the understanding of First 5 Children and Families Commission of San Luis Obispo County.

Signature: _____

Name: _____

Title: _____

Date: _____

Table of Contents

EXHIBITS FOR FISCAL YEAR 2017-18	5
ENSURING CALIFORNIA'S CHILDREN RECEIVE THE BEST START IN LIFE AND THRIVE	
Proposition 10 and the Legacy of First 5 California.....	7
Strategic Plan.....	7
Building Public Will and Investment	7
Accountability: Funding and Audit Results.....	9
First 5 Summit.....	9
New Legislation	10
Partnerships and Collaborative Efforts.....	11
SERVING CALIFORNIA'S YOUNG CHILDREN, PARENTS, AND TEACHERS	
Four Result Areas	13
FIRST 5 COUNTY COMMISSION PROGRAM RESULT AREAS	
Improved Family Functioning.....	15
Improved Child Development.....	16
Improved Child Health.....	16
Improved Systems of Care.....	16
Populations Served	16
CHILD DEVELOPMENT FOCUS	
First 5 IMPACT.....	19
Quality Counts California.....	20
Small County Augmentation.....	21
Educare.....	22
Funded Research	22
Dual Language Learner Pilot	23
PARENT SUPPORT FOCUS	
Parent Website.....	25
Social Media	25
<i>Kit for New Parents</i>	25
First 5 Express	26
Tobacco Cessation.....	26
TEACHER EFFECTIVENESS FOCUS	
Transforming the Workforce for Children Birth Through Age 8	29
Training and Technical Assistance Infrastructure Development.....	30
Support for Effective Interactions	31
FIRST 5 COUNTY COMMISSION HIGHLIGHTS.....	33
APPENDIX A: NUMBER OF SERVICES AND EXPENDITURES BY RESULT AREA AND SERVICE TYPE, FY 2017-18.....	53
APPENDIX B: FIRST 5 CALIFORNIA RESULT AREAS AND SERVICES	54
REFERENCES	56

Exhibits for Fiscal Year 2017-18

EXHIBIT 1: Total Number of Services Provided to Children Ages 0 to 5 and Adults in FY 2017–18 Across Result Areas	13
EXHIBIT 2: Total Expenditures for Children Ages 0 to 5 and Adults in FY 2017–18 by Result Area	13
EXHIBIT 3: Family Functioning—Total Numbers of Services Provided to Children Ages 0 to 5 and Adults in FY 2017–18 by Service	15
EXHIBIT 4: Family Functioning—Distribution of Expenditures for Children Ages 0 to 5 and Adults in FY 2017–18 by Service	15
EXHIBIT 5: Child Development—Total Number of Services Provided to Children Ages 0 to 5 and Adults in FY 2017–18 by Service	16
EXHIBIT 6: Child Development—Distribution of Expenditures for Children Ages 0 to 5 and Adults in FY 2017–18 by Service	16
EXHIBIT 7: Child Health—Total Number of Services Provided to Children Ages 0 to 5 and Adults in FY 2017–18 by Service	17
EXHIBIT 8: Child Health—Distribution of Expenditures for Children Ages 0 to 5 and Adults in FY 2017–18 by Service	17
EXHIBIT 9: Systems of Care—Distribution of Expenditures in FY 2017–18 by Service.....	17
EXHIBIT 10: California’s Smokers’ Helpline—Education Level of Callers in FY 2017–18.....	27
EXHIBIT 11: California’s Smokers’ Helpline—Race/Ethnicity of Callers in FY 2017–18	27

Identification and intervention efforts in 2017–18 with just under 6,000 children receiving a developmental screen. A total of 1,194 children were referred to a Help Me Grow Family Resource Specialist due to developmental concerns or special needs; 93% received the support they needed from the call-center or were successfully connected to a service.

San Joaquin County

First 5 San Joaquin (F5SJ) has been focusing on leveraging additional resources and partnerships in order to bring services related to systems change to the community. Two initiatives will be highlighted in this report. The first one is the Weed Free Baby campaign. The alarming rise in pregnant and new moms smoking marijuana led F5SJ to launch an awareness campaign to help protect babies. The campaign, lasting only two months in its first phase of implementation, showed the following successes: The campaign generated 14 stories on newspaper, television, and radio according to data compiled by NewsTrak. The stories totaled nearly 10 minutes of on-air coverage, viewed by a television audience of 295,224 and 76,700 radio listeners. Convenience store posters resulted in 4,340,000 impressions. Ads ran on one local radio station resulted in over 1.5 million impressions (listenership). Display banners, geo-fencing, and audio streaming resulted in a total of over 1.4 million impressions (how many times it was seen/heard). The overall click-through rate (CTR), people who clicked an ad versus how many saw the ad, resulted in .39%. The highest combined CTR came from the banner ads with a total .49% CTR. The healthcare industry benchmark for digital ads is 0.09%, showing the high performance of this campaign. Campaign ads ran on Facebook resulted in nearly 1,000 “clicks to site” (weedfreebaby.com) and over 179,000 impressions. An overall goal was to elevate conversations with mothers and providers on this issue. The second initiative is San Joaquin Treatment & Education for Everyone on Teeth & Health (SJ TEETH). Nearly 32,000 local children will receive oral health services over 3.5 years, including

fluoride varnish, screening for cavities, referrals to dentists, and other critical oral health services as part of a \$3.5 million grant awarded to the San Joaquin County community by the California Department of Health Care Services. SJ TEETH, a coalition of three dozen local health, education, and nonprofit organizations, collaborated to develop the successful grant proposal to participate in the statewide Local Dental Pilot Program (LDPP) aimed at improving access to dental care for income-eligible children. Some findings from the first year include: In SJ TEETH's first six months, care coordinators served 238 children; according to care coordinators' records, of the 238 children served, 54% received dental care in 2017 after enrolling in SJ TEETH care coordination. The majority of these children (82%) received dental cleanings, and 15% received dental screenings. Parents who responded to a phone survey following their child's preventive dental visit spoke positively of care coordinators' ability to connect them with dental services.

San Luis Obispo County

First 5 San Luis Obispo County (First 5 SLO County) continued its work in four Priority Areas: Perinatal Readiness, Child Health and Development, Early Learning, and Family Strengthening. Nearly \$3 million in multiyear contracts were finalized for a range of services benefitting young children, families, and caregivers. Two new program

investments expanded support for strong families – a partnership with the United Way for Born Learning Academy bilingual parent groups, and expansion of early childhood family advocacy into Atascadero and Nipomo through a contract with the local child abuse prevention council. A blended funding model was enacted by First 5 and California State Preschool Program, allowing for maximum service capacity and enrollment of families who were financially challenged but minimally over the income eligibility threshold. First 5 SLO County has continued in its role as funder and facilitator of ongoing collaboration among partner agencies in the SLO County Quality Counts Consortium. Planning toward a Help Me Grow system gained momentum this year, including a large stakeholder convening, identification of pediatrician champions, launch of a developmental screening pilot at a local Federally Qualified Health Center, and a proposal for funding from the Mental Health Services Act Innovation program to support a developmental screening partnership between parents and pediatricians. The 2018 Advocacy Agenda included eight goals that align with First 5's strategic plan. One goal – increased culture of family-friendly workplaces – gained traction through the process of updating the SLO County Chamber of Commerce Economic Vision Statement to include language and priorities related to young children and families. Public-awareness building has





remained core to First 5 SLO County's work, including a second successful year of monthly Hands-on Hero promotions aligned with the Children's Bill of Rights, and a frequent visual presence at local family festivals, social media posts, ongoing local *Talk, Read, Sing* promotion, event sponsorships, and an upgraded agency website.

Santa Barbara County

First 5 Santa Barbara County (First 5 SB) devotes its funding and organizational capacity in the following two primary areas: Family Strengthening (FS) and Early Care and Education (ECE). This past fiscal year within ECE, First 5 SB achieved several noteworthy results in improving the quality of childcare setting for children. In FY 2017–18, 149 sites participated in the Santa Barbara County Quality Rating and Improvement System, which included 67 childcare centers and 25 family childcare homes. Baseline and post-assessment information was available for 62 of the participating centers and 18 of the participating family childcare homes. For both, there was a statistically significant improvement in the overall quality of the program over time (i.e., from baseline to latest post-assessment), $t(90) = -26.72, p < .001$ for centers and $t(25) = -18.04, p < .001$ for family childcare homes. In FY 2017–18, the FS focus area achieved the following: Programs made 2,439 referrals for children and families for additional support services. The majority of referrals (84%) addressed the area of concrete support (basic needs, childcare, education, job training, financial assistance, or health and

wellness). At follow-up, the vast majority of the referrals made were successful (73%) or services were in progress (14%). Evidence-based parenting programs showed statistically significant improvements ($n=159$) in social support, concrete support, nurturing/attachment, and certain indicators of parenting knowledge. FS partners monitored the growth of case managed families across several important family functioning domains using the evidence-based Family Development Matrix (FDM). Parents who had at least two quarterly assessments on the FDM ($n=100$) during FY 2017–18 showed statistically significant improvements in the following areas: access to services, parenting, basic needs, and emotional health.

Santa Clara County

The aim of the Universal Developmental Screening Initiative (UDS) is to ensure that developmental and behavioral screening with a standardized tool for children ages 0 to 5 is routinely conducted during well-baby/well-child checks in pediatric clinics and practices throughout Santa Clara County. This initiative uses the Ages and Stages Questionnaire, 3rd Edition, (ASQ-3) and the Ages and Stages Questionnaire: Social Emotional as the standardized screening tools for its pilot program. Due to the success of this pilot program, the Santa Clara County Health and Hospital System invested in 20 FTE Licensed Vocational Nurses who conduct developmental screenings each of their eight county-operated pediatric clinics. In addition, First 5 Santa Clara invests in staff who conduct developmental screenings at four community health clinics to expand UDS to all community health clinics in the county. In an effort to promote healthy development during the prenatal period, First 5 Santa Clara partners with the Santa Clara County Public Health Department to implement the Universal Perinatal Screening Pilot program in four OB/GYN clinics throughout the county. Pregnant women are screened with the 4Ps Plus, a validated screening instrument specifically designed to identify pregnant women at risk for

use of tobacco, alcohol, or illicit drugs. This tool also screens for intimate partner violence, depression, and anxiety. Through UDS, pregnant women and children who are identified with a concern are connected to early intervention services. Pregnant women receive home visitation from a Public Health Nurse. In addition of the 19,000 children screened, approximately 1,700 were connected to Help Me Grow/KidConnections (KCN) for further assessment, home visitation, and therapeutic services. Last fiscal year, 121 pregnant mothers received a 4Ps Plus screening and 90 received home visitation services. Children and their families served by KCN experienced the following positive outcomes: Overall, the percentage of children who had one or more flagged domains on the ASQ-3 reduced from 55 percent at baseline to 40 percent at follow-up. Families, as measured by the Child and Adolescent Needs and Strengths—Early Childhood (CANS-EC) showed 78 percent improvement in parent-child interactions. As demonstrated by Keys to Interactive Parenting Scale, 44 percent of parents improved their parenting skills.

Santa Cruz County

In 2017, the Santa Cruz County Board of Supervisors approved Supervisor Ryan Coonerty's request to establish the Thrive by Three Early Childhood Fund, dedicated to improving a range of health, family support, and early care and learning outcomes for Santa Cruz County's youngest and most vulnerable children. Building on a system of care approach that First 5 Santa Cruz County helped develop, the County of Santa Cruz engaged First 5 in FY 2017–18 to coordinate the initiative, build capacity of the system, and facilitate its evaluation.

In its first year of operation, Thrive by Three has established an Advisory Committee under the First 5 Commission, increased home visitation capacity in the county through enhancements to the Families Together and Nurse Family Partnership programs, launched the Early Learning Scholarship Pilot designed to help infant and toddler care providers close the gap

To: First 5 Commission of San Luis Obispo County

From: First 5 Staff

Date: March 27, 2019

Re: ITEM 7: Strategic Planning: Early Childhood Statistics Presentation

Strategic Planning:

In order to initiate the strategic planning process, staff will give a presentation focusing on early childhood data in San Luis Obispo County. The presentation offers a broad examination of indicators gathered from a variety of sources/reports including Census, SLO Health Counts, Children's Oral Health Needs Assessment, and Department of Social Services child reports.

Childhood data and indicators will include:

- Demographics
- Poverty
- Food Security
- Oral Health
- Insurance
- English and Math Proficiency
- 0-5 Population Changes
- WIC Enrollment
- Special Needs
- Child Abuse

In addition to the presentation, and to facilitate a deeper understanding of the issues, staff will present to the Commission a folder of data materials and reports for ongoing reference.

To: First 5 Commissioners

From: Ad Hoc Nominating Committee (Commissioners Borenstein, Sokolowski)

Date: March 27, 2019

Re: Nomination for Medical Representative Commissioner

Recommended Action

The Ad Hoc Nominating Committee recommends approval of a nomination by the First 5 Commission of San Luis Obispo County to forward Dr. James Tedford as candidate to the County Board of Supervisors for formal approval to fill the Medical Representative seat, to commence a 4-year term on July 22, 2019.

Background

Commission Chair Bruce Gibson appointed Commissioners Borenstein and Sokolowski to an Ad Hoc Nominating Committee to interview candidates for the Medical Representative seat, currently occupied by Dr. James Forester and due to conclude July 21, 2019.

Applications were due on March 12, 2019. The Ad Hoc Nominating Committee conducted phone interviews with applicants on March 20, and reached consensus to submit Dr. Tedford as their nominee to the full Commission at its March 27, 2019 meeting.

Dr. Tedford is a retired local pediatrician with over 40 years' experience serving children and families in the community. He is also on the board of the Tolosa Children's Dental Center and the SLO Medical Education and Research Foundation (SLOMERF), as well as a member of the American Academy of Pediatrics. He has previously served as Chief of Staff at Sierra Vista Regional Medical Center, and Chair of the Pediatrics section at Sierra Vista, French and SLO General Hospitals.



To: First 5 Commissioners

From: Wendy Wendt and Natalie Laacke

Date: March 27, 2019

Re: Agenda Item 9: Commission Bylaws

Requested Action

Staff requests the Commission review and approve various amendments to First 5's Bylaws as detailed below, which will become effective July 22, 2019.

Background

The Commission's Bylaws were originally adopted in July 1999. The Bylaws describe the Purpose of the Commission, Members, Terms of Appointment, Officers, Meetings, Subcommittees, and Bylaws amendment requirements.

Amendments were made to the Bylaws in 1999, 2011 and 2014. Most recently in 2014, a change was made to eliminate the requirement that a Commissioner be a representative of the "County Medical Association" (because SLO County had recently withdrawn its membership from that group) to simply have the representative be from a "medical, pediatric, or obstetric associations or societies."

The recommended change today would eliminate the requirement that a representative be from the County Children Services Network Council and increase the number of "representatives at large" from two to three. This change is recommended because of the overlap in representation from the Children Services Network Council that is already present on the Commission.

Any changes to the Bylaws must not be in conflict with County's ordinance which created First 5 and must be done with conformance with the amendment procedure contained in the Bylaws. The County ordinance identifies three classes of individuals that the Commission members must be from. Class One (1): one member must be a County Supervisor; Class Two (2): two members must be appointed from a set list of various County officials; Class Three (3): the remaining members must be from a list of individuals representing various County, child, education, and related groups and organizations.

The proposed change today does not modify the first or second class of members, which are mandatory County officials. The proposed change modifies the third class of members to allow for another "at-large" representative which will still be selected from the identified/ approved list mentioned in the County ordinance. In other words, the County ordinance does not require that a member be a representative of the Children Services Network Council. Therefore, the recommended change does not conflict with the County's ordinance.

The bylaws provide that they can be amended by a majority vote of the Commissioners present at a meeting, provided that notice of the amendment was given, in writing, to each Commissioner at least one week prior to the meeting. *See Article VII, Bylaws*. Such written notice was given to each Commissioner on March 20, 2019. If the Commission would like to adopt this recommended amendment, it must be done by majority vote.

We further propose that these changes become effect concurrent with the end-date of current CSN and At-Large Commissioner terms (July 22, 2019).

PROPOSED UPDATE (March 27, 2019)

**San Luis Obispo County
Children and Families Commission**

BYLAWS

The following are the bylaws under which the San Luis Obispo County Children and Families Commission shall function:

Article I — Purpose

The Children and Families Commission (hereafter "Commission") was created by County Ordinance No. 2846 and amended by Ordinance No. 2886, which is codified in Section 8.70 of the San Luis Obispo County Code.

Section 8.70.070 of the County Code specifies the duties and powers of the commission, as follows:

The duty of the commission is to implement the provisions of the California Children and Families First Act of 1998 (Proposition 10, effective January 1, 1999) now codified as Section 7 to Article XIII A and Section 13, Article XIII B of the California Constitution, Division 108 of the Health and Safety Code, Article 3 of Chapter 2 of Part 13 of Division 2 of the Revenue and Taxation Code. To this end the commission shall among other things:

- A. Create and adopt an adequate strategic plan for early childhood development within the county that is consistent with, and in furtherance of the purposes of the California Children and Families First Act of 1998 and any guidelines adopted by the State Children and Families First Commission that are in effect at the time the plan is adopted, said strategic plan to include at least the following:
 - 1. A description of the goals and objectives proposed to be attained,
 - 2. A description of the desired outcomes,
 - 3. A description of how measurable outcomes will be determined,
 - 4. A description of how programs, services and projects relating to early childhood development will be integrated into a consumer oriented and easily accessible system;
- B. Review at least annually the county strategic plan and revise the plan as may be necessary or appropriate;
- C. Conduct at least one public hearing on the proposed plan before the plan is adopted;
- D. Submit the adopted strategic plan to the state commission,
- E. Provide a copy of the adopted strategic plan to the board of supervisors, and
- F. Adopt an annual audit and report in conformity with Health and Safety Code section 1030150 and conduct at least one public hearing prior to its adoption.

Article II — MEMBERSHIP

Section 8.70.020 of the County Code specifies the membership requirements of the commission, as follows:

Adopted: July 1999
Amended: December 1999
Amended: March 2011
Amended: May 2014

The commission shall consist of nine members appointed by the board of supervisors. Proposition 10 specifies that the persons appointed by the board of supervisors shall meet the following requirements.

(a) Two members of the commission shall be appointed from the class of persons that consists of the following individuals:

- (1) The county health officer;
- (2) Managers of county children's services programs;
- (3) Managers of county public health services;
- (4) Managers of county behavioral health services
- (5) Managers of county social services; and
- (6) Managers of county tobacco and other substance abuse prevention and treatment services.

(b) One member of the commission shall be a member of the board of supervisors.

(c) The remaining members of the commission shall be appointed from the class of persons that consists of the following individuals:

- (1) Persons described above in subsection (a);
- (2) Recipients of project services included in the county strategic plan;
- (3) Educators specializing in early childhood development;
- (4) Representatives of local child care resource or referral agencies;
- (5) Representatives of local child care coordinating groups;
- (6) Representatives of local organizations for prevention of early intervention for families at risk;
- (7) Representatives of community-based organizations that have the goal of promoting nurturing and early childhood development;
- (8) Representatives of local school districts; and
- (9) Representatives of local medical, pediatric, or obstetric associations or societies.

Adopted: July 1999
Amended: December 1999
Amended: March 2011
Amended: May 2014

Members shall serve without compensation and shall be reimbursed the actual amounts of their reasonable and necessary expenses incurred in attending meeting and in performing the duties of their offices, in accordance with the provisions of the commission's travel policy.

Consistent with the membership requirements prescribed by Proposition 10, the commission's membership shall be comprised as follows: One member of the Board of Supervisors; the Director of the County Health Agency, or his/her appointee who shall be from the class of persons identified in Section 8.70.020(1)(3)(4)(6); the Director of the County Department of Social Services, or his/her appointee who shall be from the class of persons identified in Section 8.70.020(5); ~~a representative of the County Children Services Network Council;~~ a representative of the local Child Care Planning Council; a representative of medical, pediatric, or obstetric associations or societies; a representative of the Office of the County Superintendent of Schools; and ~~two~~ three representatives at large, selected by the commission and appointed by the board of supervisors consistent with the requirements of Prop 10 and Section 8.70.020 of the County Code.

All voting members of the commission shall comply with the federal and state conflict of interest laws, including but not limited to the following, to the extent they are applicable:

- a) The California Political Reform Act of 1974, California Government Code Section 87100 et seq.;
- b) The prohibition of contractual conflicts of interest set forth in California Government Code Section 1090 et seq.;
- c) The prohibition of incompatible employment, activity or enterprise for compensation set forth in California Government Code Section 1126 et seq.;
- d) The common law rules against conflicts of interest.

Article III — TERMS OF APPOINTMENT

Section 8.70.030 of the County code specifies the terms of the members of the commission, as follows:

Each commission member shall hold office at the will and pleasure of the board of supervisors for one or more four-year terms, with the following exceptions:

- A. If no successor has been appointed at the expiration of the term, the commissioner shall serve until the appointment and qualifications of the member's successor;
- B. If any commissioner has three consecutive unexcused absences from regularly scheduled meetings, the board of supervisors shall appoint a new commissioner to serve the unexpired term;
- C. Of the initial appointees, four shall be appointed for a two-year term and five shall be appointed for a four-year term;
- D. Any vacancies shall be filled by the board of supervisors for the unexpired term;

Adopted: July 1999
Amended: December 1999
Amended: March 2011
Amended: May 2014

ARTICLE IV — OFFICERS

Section 8.70.040 of the County Code requires that a chairperson and vice-chairperson be selected from among commission members.

Officers will serve one-year terms. An election of officers will take place at the first meeting of each calendar year.

ARTICLE V — MEETINGS

Section 8.70.050 of the County code requires that the commission shall meet at least six times per year.

The commission may elect to meet more frequently. All meetings shall be open to the public, and be held at a specified time and place with public notice provided as required by California Law (Brown Act).

- a) The commission can take no actions, unless a quorum is present. Section 8.70.060 of the County code specifies that a quorum shall consist of a simple majority of the number of members appointed;
- b) Minutes of each commission meeting will be recorded and distributed for review by each voting member. The commission shall approve the minutes of prior meetings and make them available for public review;
- c) Commission members are responsible for notifying the chairperson so that meetings will not be held when a quorum will not be present.

ARTICLE VI — SUBCOMMITTEES

Subcommittees shall be appointed, as needed, by the chairperson.

ARTICLE VII — BYLAWS

The commission shall adopt a set of bylaws. These bylaws may be amended or revised by a majority of the commissioners present provided that notice of the amendment or revision is given in writing to each member of the commission at least one (1) week prior to the meeting.

ARTICLE VIII — COMMISSION FUNDING

Section 8.70.090 of the County Code requires that all money received from the state commission to carry out the provisions of the California Children and Families First Act of 1998 will be placed in the Children and Families First Trust Fund, held by the county, for exclusive use by the commission. Additionally, all interest gained from the Trust Fund will be credited to the Trust Fund for use by the commission.

Adopted: July 1999
Amended: December 1999
Amended: March 2011
Amended: May 2014



To: First 5 Commission

From: Wendy Wendt

Date: January 23, 2019

Re: Agenda Item 9: Contract with County of San Luis Obispo Behavioral Health Services for 3 by 3 Developmental Screening Partnership (MHSA Innovation Plan)

Recommended Action

Staff recommends approval of a contract with the County of San Luis Obispo Behavioral Health Services for First 5 San Luis Obispo County to oversee the 3 by 3 Developmental Screening Partnership. Contract duration is from July 1, 2018 through June 30, 2019, with renewal options for up to, but not more than three (3) successive one-year renewal terms (ending June 30, 2022). Fiscal year expenditures as approved by the County Board of Supervisors are outlined below:

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	TOTAL
3-by-3 Proposed Expenditures	\$169,860	\$200,428	\$208,184	\$221,526	\$799,998

Background

On August 23, 2018, state Mental Health Services Oversight and Accountability Commission approved an Innovation Proposal submitted by the County of San Luis Obispo that includes two local projects focused on improving mental health outcomes. One of these two projects – the 3 by 3 Developmental Screening Partnership – was developed under the leadership of First 5 San Luis Obispo County, in collaboration with staff from Martha's Place, Community Health Centers of the Central Coast, Local Childcare Planning Council, and the Public Health Department.

The County of San Luis Obispo has negotiated a contract with First 5 San Luis Obispo County for the latter to oversee the 3 by 3 Developmental Screening Partnership. In keeping with details of the project proposal, First 5 San Luis Obispo County anticipates playing an oversight and monitoring role, including hiring a part time staff person assigned to the project. First 5 will subcontract out most direct service activities to a combination of entities – at least two pediatric clinics, a program researcher, and the Local Child Care Planning Council.

A total of \$859,998 has been awarded to the County for the project over a project duration of 4 years (FY18-19 through FY 21-22). This will include a six-month start up time, three years of testing, and six months of evaluation. \$60,000 of the total amount has been designated for program evaluation to be conducted by the County. The balance of \$799,998 (see table above) will be contracted over the duration of the project to First 5 San Luis Obispo County.

Contract negotiations between the County of San Luis Obispo and First 5 San Luis Obispo County staff and legal counsel have resulted in a draft contract that is being submitted for Commission approval at the March 27, 2019 meeting. Board of Supervisors approval to follow at its next meeting.

**CONTRACT FOR BEHAVIORAL HEALTH SERVICES
COUNTY OF SAN LUIS OBISPO BEHAVIORAL HEALTH SERVICES**

THIS CONTRACT, entered into by and between the County of San Luis Obispo, a public entity in the State of California, (hereafter "County") and First 5 San Luis Obispo County, an independent public agency, (hereafter "Contractor"):

WITNESSETH

WHEREAS, the Contractor is an independent public agency created in 1998 by the State of California's Proposition 10;

WHEREAS, the County has a need to provide special screening encounters to children under three (3) years of age under the Mental Health Services Act (MHSA) Innovation Plan;

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services; and

WHEREAS, Pursuant to Government Code, section 31000, the County may contract for special services on behalf of public entities including County Behavioral Health.

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

- 1. Scope of Services.** County hereby engages Contractor to perform, and Contractor hereby agrees to perform for County, the services set forth in Exhibit A, attached hereto and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth.
- 2. Compensation.** Contractor shall be compensated by County for performing said services in accordance with Exhibit B, attached hereto and incorporated herein by reference.
- 3. Effective Date and Duration.** The effective date and duration of this Contract shall be as set forth in Exhibit C, attached hereto and incorporated herein by reference.
- 4. General Conditions.** Contractor and County shall comply with all provisions of County's General Conditions as set forth in Exhibit D, attached hereto and incorporated herein by reference.
- 5. Special Conditions.** Contractor and County shall comply with the Special Conditions as set forth in Exhibit E, attached hereto and incorporated herein by reference. In the event of conflicts between the provisions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall be controlling.
- 6. Business Associate Agreement.** Contractor and County shall comply with the County's Business Associate Agreement as set forth in Exhibit F, attached hereto and incorporated herein by reference.
- 7. Qualified Service Organization Agreement.** Contractor and County shall comply with the County's Qualified Service Organization Agreement as set forth in Exhibit G, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF County and Contractor have executed this Contract on the day and year set forth below.

CONTRACTOR

First 5 San Luis Obispo County

CONTRACTOR

First 5 San Luis Obispo County

By: _____
Bruce Gibson, Chairperson

By: _____
Wendy Wendt, Executive Director

CONTRACTOR

First 5 San Luis Obispo County

By: _____
Natalie Frye Laacke, Commission
Counsel

Tax ID# Held in Confidential File

Approved as to form and legal effect:

RITA L. NEAL
COUNTY COUNSEL

By: _____
Deputy County Counsel

Date: _____

COUNTY OF SAN LUIS OBISPO,
A Public Entity in the State of California

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST

By: _____
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

EXHIBIT A
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
SCOPE OF SERVICES

I. MHSA Component Level Goal

- a. To provide projects that are novel, creative, and/or ingenious mental health practices or approaches that contribute to learning and that are developed within communities through a process that is inclusive and representative, especially of unserved, underserved, and inappropriately served individuals.

2. 3-by-3 Developmental Screening Partnership Between Parents and Pediatric Practices

a. Scope of Services:

1. The contractor shall be responsible for delivering three methods of comprehensive and recurring screenings to children zero (0) to three (3) years of age in a Community Health Clinic (CHC) and a private pediatric practice. The three methods are – health educator encounter, self-administered by parent/primary caregiver, and child care provider encounter. Screenings shall take place at ages nine (9) months, eighteen (18) months, and twenty-four to thirty (24-30) months and will be offered in English and Spanish. Contractor shall subcontract with a program researcher who shall develop and administer surveys and other data collection methods to measure progress toward expected outcomes. The Contractor shall subcontract and establish a Memorandum of Understanding (MOU) with every participating agency and ensure subcontracted screening services are met, which include but are not limited to:

- i. Assigning a team made up of a project clerk and a health educator for the CHC and the private pediatric practice;
 - ii. Coordination of assigning clients to one of the three screening methods; and
 - iii. Administration and coordination of screening schedules, as well as providing and assisting in the completion of surveys given to parents/primary caregivers, and medical staff.
 - iv. The project shall be developed, and implementation shall begin during FY 2018-19, with the entire project continuing through June 2022. The anticipated project timeline includes a six (6) month start-up period, three (3) years of performing trial tests utilizing the three (3) delivery methods, and a six (6) month period of evaluating the effectiveness of the innovation project.
2. The screening methods shall include:
- i. Health educator encounter: screening method will be administered by an in-clinic health educator as part of a 30-minute education encounter;
 - ii. Self-administered by parent/primary caregiver: performed by parents or primary caregiver prior to appointment date either on-line or paper; and
 - iii. Child care provider encounter: administered with family in the child care setting as part of a 30-minute education encounter. Screening results to be forwarded to the pediatrician in time for the child's scheduled appointment.

3. Following each screening method, a physician shall review and discuss screening results with parents/primary caregivers and make timely referrals, as appropriate. If a child or parent/primary caregiver is identified as being at risk of serious mental illness (SMI), a proper and timely handoff will be presented for appropriate care. Contractor shall employ the Ages and Stages Questionnaire (ASQ) as the screening tool and shall use the Ages and Stages Questionnaire: Social-Emotional (ASQ: SE-2) as needed for further screening.

b. MHSA program goals

- 1) The 3-by-3 project seeks to improve early age screening processes for children and to increase the level of mental health knowledge for parents/primary caregivers. The project is designed so that the Contractor shall answer the following questions as part of the program testing period, through surveying and assessing participants, families, and providers during their participation in the project:
 - i. What specific method(s) and setting(s) increase behavioral screenings in early childhood?
 - ii. What screening method(s) will increase mental health awareness and knowledge for parents/primary caregivers?
 - iii. How can specific screening methods be integrated into the CHC and/or the private pediatric practice to provide mental health screenings?
 - iv. What screening methods and strategies increase referrals?
 - v. What specific strategies best support recurring mental health screenings for children and allow parents/primary caregiver engagement?
 - vi. What specific screening methods and strategies increase mental health knowledge for pediatricians?
- 2) Contractor shall document and communicate with County any recommended changes to program goals and objectives, including reducing, expanding, eliminating, or incorporating additional outcomes. Contractor shall provide all appropriate documentation to support any course correction. No recommended changes shall be made without prior approval from County. Contractor shall provide a final report at the end of the four (4) year innovation project outlining their findings for the MHSA program goals and outcomes.

c. Staffing:

- 1) 0.40 FTE Project Coordinator

d. Units of Service:

1) Units Defined:

- i. Participant = unduplicated child receiving the screening instrument in a given year
- ii. Family unit = parent or primary caregiver of screened child or children
- iii. Education encounter = a 30-minute education session provided by the health educator or the child care provider as part of a guided screening with the participant and family unit
- iv. Referrals = Providing a family unit with information for further consultation, review, and action to mental health services in the community

- 2) Minimum Annual Units:
 - i. 450 unduplicated participants screened
 - ii. 350 family units
 - iii. 50 hours of education encounter
 - iv. 25 referrals provided to participants or parents/primary caregivers
- e. Key Outcomes:
 - 1) 15% increase in parent/primary caregiver knowledge of age-appropriate social-emotional development
 - 2) 15% increase in parent/primary caregiver mental health knowledge
 - 3) 15% increase in pediatric practices' mental health knowledge
 - 4) 50% of parents/primary caregiver survey responses for each testing method
 - i. From the parents/primary caregivers' perspective determine the preferred screening that allows greater engagement
 - 5) 100% of pediatrician survey responses for each testing method
 - i. From the pediatricians' perspective determine the preferred screening method

EXHIBIT B

CONTRACT FOR BEHAVIORAL HEALTH SERVICES

COMPENSATION

1. Compensation.

- a. Prior to commencement of services, Contractor shall provide a valid, current taxpayer ID number to the San Luis Obispo County Auditor/Controller at: 1055 Monterey Street Room D220, San Luis Obispo, CA. 93408. County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the following sums in the following manner:

1) County's Maximum Cost of the Contract for Services.

- i. Contractor understands that the County shall not expend more than seven hundred ninety-nine thousand nine hundred ninety-eight dollars (\$799,998) for all services under this Contract for Fiscal Year (FY) 2018-19 through FY 2021-22. All payments under this Contract shall directly support services specified in this Contract.
- ii. The County Board of Supervisors has approved proposed expenditures per County FY as outlined below:

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	TOTAL
3-by-3 Proposed Expenditures	\$169,860	\$200,428	\$208,184	\$221,526	\$799,998

- 2) If applicable, should both parties exercise the right to renew this Contract as described in Exhibits C and D, the maximum fund amount for this Contract in total per renewal term is identical to the maximum fund amount in FY 2018-19 unless the parties agree otherwise pursuant to Paragraph 29 of Exhibit D, Delegation of Authority.

2. Billing.

- a. For all services in a calendar month, Contractor shall submit an invoice to County by the 30th day of the following calendar month. The invoice shall itemize in detail all services provided in that calendar month.

3. Documentation.

- a. If County deems applicable, as part of the monthly invoicing process, Contractor shall provide, with each monthly invoice, documentation pertaining to client services provided during the invoiced month, according to any special requirements needed by third party payors or federal or state funding agencies. This requirement shall apply to all Contractors

billing services on a per-minute basis. Contractor shall provide documentation as set forth in County guidelines, which can be found at:

- 1) <http://www.slocounty.ca.gov/Departments/Health-Agency/Behavioral-Health/Quality-Support/Services/Health-Agency-Contractor-and-Network-Provider-Supp.aspx>

4. Payments.

- a. County shall, within thirty (30) days following receipt of a correct monthly invoice meeting all criteria in this Contract, pay the undisputed charges on the invoice. If there are any disputed charges on the invoice, County shall include an explanation of the nature of the dispute with the payment for the undisputed charges and shall provide Contractor with a Notice of Adverse Beneficiary Determination, if applicable. The parties shall exchange any information needed to resolve the dispute within a reasonable time.

5. Audit Risk.

- a. In the case that Contractor-provided services are billed by the County to Medi-Cal, Contractor agrees to accept the risk for Medi-Cal exceptions related to deficiencies in documentation or any other areas of responsibility to County, to the extent allowed by law. Contractor further agrees to be responsible for reimbursing County for any revenues to be paid to the state or federal government, including but not limited to exceptions resulting from Medi-Cal audit, or as identified through utilization review and medical review by insurance carriers or other auditors. Said reimbursements shall include all lost revenues, damages of any kind, costs and attorney fees incurred by the County, and other charges assessed against the County to the fullest extent allowed by law.
- b. Furthermore, pursuant to County Provider Problem Resolution & Appeal Processes (Outpatient), County shall provide Contractor a process for appealing or disputing Medi-Cal exceptions or deficiencies, as referenced above, which County can specifically attribute to Contractor. Reimbursement to the County by Contractor shall not be required until the completion of the appeal or dispute resolution process.
- c. County may deduct any such funds from other payments to Contractor if County includes a description of the basis for the deduction with its payment.

6. Withholding Payment.

- a. In addition to withholding payment due to disputed charges on an invoice, County shall have the right to withhold payment to Contractor under the following conditions:
 - 1) Contractor has not documented or has not sufficiently documented Contractor's services according to client records standards of the industry and any special requirements needed by third party payors or federal or state funding agencies.
 - 2) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews and/or reviews of records in any form of information storage.
 - 3) Contractor has failed to sufficiently itemize or document an itemized invoice.

- 4) When, in the opinion of the County and expressed by the County to Contractor in writing, the Contractor's performance, in whole or in part, has not been sufficiently documented.

EXHIBIT C
CONTRACT FOR BEHAVIORAL HEALTH SERVICES

DURATION AND EFFECTIVE DATE

1. Effective Date.

- a. This Contract shall be effective as of the date this Contract is signed by a member of the Board of Supervisors for the County of San Luis Obispo, and that signator shall be the last to sign.

2. Service Date.

- a. Services shall commence on or after July 1, 2018 and shall end upon the end of the duration date.
- b. The County Board of Supervisors specifically acknowledges that in anticipation of execution of this Contract, services within the scope of this Contract may have been provided in reliance on assurances that this Contract would be executed by the parties by July 1, 2018. Services may have been rendered from July 1, 2018 to the date the parties are executing this Contract and which were intended in the best interest of the public health and welfare. The Board of Supervisors expressly authorizes the retroactive effective date under this Contract to be July 1, 2018. The Board of Supervisors also expressly authorizes payment for those services accepted by the County at the same rates and under the same terms and conditions as stated in this Contract, even though this Contract is being signed after July 1, 2018.
- c. If any services from July 1, 2018 until the date of execution of this Contract have been paid by a purchase order via the County Purchasing Agent, that amount shall be deducted from the maximum allowed expenditure under Exhibit B of this Contract.

3. Duration Date.

- a. This Contract shall remain in effect from the effective date stated above until June 30, 2019, unless terminated sooner pursuant to sections 6 or 7 of Exhibit D or renewed pursuant to section 4 of this Exhibit.

4. Option to Renew for One Year

- a. By mutual agreement of the County and Contractor, this Contract may be renewed for up to, but no more than, three (3) successive one-year renewal terms beginning immediately upon the expiration of the Contract's initial one-year term. Each such one-year renewal shall be made in writing. The Health Agency Director or his designee is hereby delegated the authority to determine whether to renew this Contract without additional approval by the Board of Supervisors, so long as the renewal is in writing, approved as to form and legality by County Counsel, and consistent with the limits described in section 29 of Exhibit D, Delegation of Authority.

EXHIBIT D
CONTRACT FOR BEHAVIORAL HEALTH SERVICES

GENERAL CONDITIONS

1. Independent Contractor.

- a. Contractor shall be deemed to be an independent contractor of County. 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 County 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. No Eligibility for Fringe Benefits.

- a. Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or entitled to any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

3. Warranty of Contractor for Provision of Services.

- a. Contractor shall obtain 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 shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the Business and Professions Code, and all other laws applicable to the type(s) of services rendered under this Contract. Contractor agrees that it shall immediately notify County in writing of any termination, suspension, reduction, or restriction of any requisite license, accreditation, or certification held by Contractor and/or its employees. 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 throughout the entire duration of this Contract under the local, state and federal laws and regulations applicable to the provision of services herein.

4. Warranty of Contractor re Compliance with all Laws.

- a. Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all laws, rules, regulations, and administrative requirements adopted by federal, state, and local governments 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 County in writing.

5. Power and Authority of Contractor.

- a. If Contractor is a limited liability entity, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California limited liability entity in good standing under the laws of the state of California or a duly organized, validly existing foreign limited liability entity in good standing in the state of incorporation, organization, or formation and authorized to transact business in the state of California.

6. Termination for Cause.

- a. If County determines that there has been a material breach of this Contract by Contractor that poses a threat to health and safety, County may immediately terminate the Contract.
- b. If any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Contractor:
 - 1) Contractor fails to perform Contractor's duties to the satisfaction of the County; or
 - 2) Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract; or
 - 3) Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or
 - 4) Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
 - 5) Contractor has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payors or federal or state funding agencies; or
 - 6) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews and/or reviews of records in any form of information storage; or
 - 7) Contractor fails to comply with any provision of the Mental Health Compliance Plan, Cultural Competence Plan, or Code of Ethics.
- c. For all other material breaches of this Contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate the Contract.
- d. In the event of termination for cause, all Contractor's obligations to provide services shall automatically terminate on the effective date of termination. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.
- e. In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Contractor, which costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

7. Termination for Convenience.

- a. Either party may terminate this Contract at any time by providing the other party written notice of termination for convenience (Notice of Termination for Convenience). The Notice of Termination for Convenience shall specify the date upon which such termination will become effective, which shall be at least 30 calendar days after the date of the Notice of Termination for Convenience. Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the specified date for termination set forth in the Notice of Termination for Convenience.
- b. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services, which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination.
- c. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.
- d. In the event of termination for convenience, all Contractor's obligations to provide services shall automatically terminate on the effective date of termination. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract.
- e. Neither this section nor section 6 of this Exhibit apply to a decision by either party not to exercise an option to renew this Contract.

8. Power to Terminate.

- a. Termination of this Contract may be effectuated by the Health Agency Director without the need for action, approval, or ratification by the Board of Supervisors.

9. Non-Assignment of Contract.

- a. Inasmuch as this Contract is intended to secure the specialized services of the Contractor, 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 County. Any such assignment, transfer, or delegation without County's prior written consent shall be null and void.

10. Entire Agreement and Modifications.

- a. 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.

11. Governing Law and Venue.

- a. 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. Each party hereto agrees that the exclusive venue for any action or proceeding that may be brought, or arise out of, this Contract, shall be the Superior Court of the state of California for the County of San Luis Obispo.

12. Waiver.

- a. 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.

13. Severability.

- a. 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.

14. Nondiscrimination.

- a. 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, gender, gender identity, or gender expression, disability or national origin, or other conditions contained in Presidential Executive Order number 11246.

15. Notices.

- a. All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery) to the parties at the following addresses or sent by electronic transmission to the following facsimile numbers:
 - 1) To the County:
Anne Robin, LMFT
Behavioral Health Services Administrator
2180 Johnson Avenue
San Luis Obispo, CA 93401-4535
Facsimile: (805) 781-1273 facsimile

- 2) To Contractor at:
Wendy Wendt, Executive Director
3220 South Higuera Street, Suite 232
San Luis Obispo, CA 93401

- b. Any such notice shall be deemed to have been received if:
 - 1) In the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery or transmission;
 - 2) In the case of nationally recognized overnight courier, on the next business day after the date sent; or
 - 3) In the case of mailing, on the third business day following posting.

16. Headings.

- a. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

17. Signatory Authority.

- a. 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.

18. Indemnification.

- a. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Contractor's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of County.

19. Insurance.

- a. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons and/or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.
- b. Minimum Scope and Limit of Insurance. Coverage should be at least as broad as:
 - 1) Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2) Automobile Liability: ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- 3) Workers' Compensation insurance as required by the state of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization ("PEO"), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
 - i. (Not required if Contractor provides written verification it has no employees)
 - 4) Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.
- c. Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 - d. Primary Coverage: For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - e. Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.
 - f. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.
 - g. Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- h. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- i. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- j. Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
 - 1) The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
 - 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract work
 - 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.
- k. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO separation of insureds provision with no insured versus insured exclusions or limitations.
- l. Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Contract. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- m. Certificates and copies of any required endorsements shall be sent to:
San Luis Obispo County Behavioral Health
Fiscal Department
2180 Johnson Avenue
San Luis Obispo, CA 93401
Attention: Megan O'Brien, Health Agency Fiscal Administration
- n. Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

20. Nonappropriation of Funds.

- a. During the term of this Contract, if the state or federal government terminates or reduces its funding to County for services that are to be provided under this Contract, then County may elect to terminate this Contract by giving written notice of termination to Contractor effectively immediately or on such other date as County specifies in the notice. In the

event that the term of this Contract extends into fiscal year subsequent to that in which it was approved by the County, continuation of the Contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, provision of state or federal funding source. If County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either terminate this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

21. Force Majeure.

- a. Neither County nor 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 party written notice thereof and shall resume performance under this Contract.

22. Fiscal Controls.

- a. Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, ("Handbook") which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. The handbook may be modified from time to time and Contractor shall comply with modifications from and after the date modified. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this Contract, unless otherwise agreed upon in writing by County.
 - 1) The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408.
 - 2) The Office of Management and Budget ("OMB") circulars are available at <http://www.whitehouse.gov/omb/circulars>.

23. Inspection or Audit of Records by Local, State or Federal Agency.

- a. Unless a longer period is required by law, pursuant to California Government Code section 8546.7, every County 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.
- b. Additionally, Contractor shall allow the County, state Department of Health Care Services (“DHCS”), United States Department of Health and Human Services (“HHS”), the Comptroller General of the United States (Government Accountability Office, “GAO”), and all other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit any and all books, records, and facilities maintained by Contractor and its agents, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records, including electronic records, originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records, books of account, beneficiary records, prescription files, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such record, or copy thereof, to County, DHCS, HHS, or GAO as requested.
- c. Contractor shall include in each of its contracts with any subcontractor performing work under this Contract, a provision providing that the subcontractor grants to the County, DHCS, HHS, the GAO, and all other authorized federal and state agencies, or their duly authorized representatives, the same rights to inspect, evaluate, audit and otherwise examine the contractor’s records and facilities as set forth in section 23.b., above, of this Exhibit.

24. Nondisclosure.

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

25. Conflict of Interest.

- a. Contractor acknowledges that Contractor is aware of and understands the provisions of Government Code sections 1090 et seq. and 87100 et seq., 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 County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code sections 1090 and 87100 et seq. during the term of this Contract.

26. Immigration Reform and Control Act.

- a. Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform

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

27. Third Party Beneficiaries.

- a. County and Contractor both expressly understand that the enforcement of the terms and conditions and all rights of action related to enforcement of this Contract shall be strictly reserved to County and Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person.

28. Tax Information Reporting.

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

29. Delegation of Authority.

- a. Delegation of Authority to Amend the Contract: The scope of services covered in this Contract and the related compensation rates are anticipated types and rates for services. Accordingly, the Board of Supervisors delegates to the Health Agency Director or designee the authority to amend this Contract to exchange, delete, or add to the types of services and/or to increase compensation to Contractor up to 25% of the original Contract amount.
- b. Delegation of Authority to Exercise the Option to Renew the Contract and to Approve Associated Rate Changes: The Board of Supervisors expressly delegates to the Health Agency Director or designee the authority to decide whether to exercise the option to renew this Contract for three (3) one-year periods pursuant to Exhibit C. The Health Agency Director is permitted to agree to any rate change associated with a renewal of this Contract so long as that rate change from the allowed expenditure under the initial term of this Contract does not increase the total compensation to the Contractor by more than 25% of the original Contract amount.
- c. Limitation on Delegation: Any amendment or option to renew made pursuant to this delegation of authority will only be effective if, prior to the commencement of services or extension of said Contract, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Health Agency Director or designee, and any increase in compensation is consistent with the Health Agency’s budget approved by the Board of Supervisors and does not increase the total compensation to the Contractor by more than 25% of the original Contract amount. This delegation of authority is expressly limited as stated herein.

EXHIBIT E
CONTRACT FOR BEHAVIORAL HEALTH SERVICES

SPECIAL CONDITIONS

1. Compliance with Health Care Laws.

- a. Contractor agrees to abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of federal Regulations (“CFR”), Mental Health Parity and Addiction Equity Act of 2008 (“MHPAEA”), and the Health Insurance Portability and Accountability Act (“HIPAA”). This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client’s rights provisions are satisfied, and maintaining the confidentiality of patient records.

2. No Discrimination In Level Of Services.

- a. 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.

3. Nondiscrimination.

- a. Contractor shall comply with the provisions of section 504 of the Rehabilitation Act of 1973, as amended pertaining to the prohibition of discrimination against qualified disabled persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human services, effective June 2, 1977, and found in the Federal Register, Volume 42, No.86 dated May 4, 1977.
- b. Contractor shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990, the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulation promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The Contractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Contractor shall comply with all state and federal nondiscrimination laws and regulations, and shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, access to programs or activities, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, gender expression, religion, marital status, national origin, age, sexual orientation, disability, or on any other basis.

4. Quality Assurance.

- a. Contractor agrees to conduct quality assurance and program review that meets all requirements of the DHCS. Contractor agrees to cooperate fully with program monitoring

or other protocols that may be established by County to promote high standards of mental health care to clients at economical costs.

5. Compliance Certification.

- a. Contractor shall certify in writing on an annual basis that it has complied with the following elements of this Contract:
 - 1) Exhibit D.26.: Conflict of Interest
 - 2) Exhibit E.6.: Screening for Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers
 - 3) Exhibit E.7.: Compliance Plan
 - 4) Exhibit E.8.: Cultural Competence Plan
 - 5) Exhibit E.9.: Health Information Privacy and Security Policy and Training Program
 - 6) Exhibit E.11.: Disclosures - Conviction of Crimes / Ownership Interest of Greater than 5%
 - 7) Exhibit E.6.: Social Security Death Master File
- b. Contractor shall sign the Contractor Certification form in conjunction with signing this Contract. The Contractor Certification form has been approved by the Health Agency Director and will be either provided with the Contract or can be found at:
 - 1) <http://www.slocounty.ca.gov/Departments/Health-Agency/Behavioral-Health/Quality-Support/Services/Health-Agency-Contractor-and-Network-Provider-Supp.aspx>

6. Screening of Inspector Generals' Excluded Provider List, Medi-Cal List of Excluded Providers, and Social Security Death Master File.

- a. Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers:
 - 1) At the time of securing a new employee or service provider, Contractor shall conduct or cause to be conducted a screening and provide documentation to County certifying that its new employee or service provider is not listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers. On a monthly basis, Contractor shall conduct or cause to be conducted a screening of all employees, subcontractors or agents assuring that neither Contractor nor any of its employees, subcontractors or agents are listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers.
- b. Social Security Death Master File:
 - 1) Pursuant to 42 C.F.R. section 438.602(b), Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 C.F.R Part 455, subparts B and E.
 - 2) Consistent with the requirements of 42 C.F.R. section 455.436, Contractor must confirm the identity and determine the exclusion status of all providers (employees and network providers), any subcontractor(s), any person with an ownership or control interest, and/or any person who is an agent or managing employee of the of the Mental

Health Plan through periodic checks of federal and state databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System ("NPPES") and the System for Award Management ("SAM").

- 3) If the Contractor finds that any of the above persons or providers is/are excluded, it must promptly notify County and take action consistent with 42 C.F.R. section 438.610(c). Contractor shall not certify or pay any such person or provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

7. Compliance Plan.

- a. Contractor shall, at a minimum, adopt and comply with all provisions of the latest version of the Health Agency Compliance Plan and Code of Conduct—Contractor and Network Provider Version ("Compliance Plan"). Contractor may adopt and comply with an alternate Compliance Plan and Code of Conduct if granted written approval by the Health Agency Compliance Officer. Contractor shall adopt effective measures to enforce compliance with the Compliance Plan by its employees, subcontractors and agents.
- b. Within 30 calendar days of hire, and annually thereafter, Contractor, its employees, contractors and agents shall read the latest edition of the Health Agency Compliance Plan and Code of Ethics and complete related training provided by Contractor or the Health Agency.
- c. Contractor shall maintain records providing signatures (either actual or electronic) from each employee, subcontractor and agent stating that they read the Compliance Plan, completed the related training and agree to abide by its contents. Relias Learning or equivalent E-learning records are sufficient to comply with this requirement.
- d. The Compliance Plan and related training (YouTube video) may be found here:
 - 1) <http://www.slocounty.ca.gov/Departments/Health-Agency/Behavioral-Health/Quality-Support/Services/Health-Agency-Contractor-and-Network-Provider-Supp.aspx>

8. Compliance with County Cultural Competence Plan.

- a. Consistent with the County Cultural Competence Plan, Contractor shall provide services that meet the cultural, ethnic and linguistic backgrounds of clients, including but not limited to, access to services in the appropriate language and/or reflecting the appropriate culture or ethnic group. Contractor shall use professional skills, behaviors, and attitudes in its system that ensures that the system and clients being seen in the system, will work effectively in a cross-cultural environment. Contractor shall adopt effective measures to enforce compliance with the Cultural Competence Plan by its employees, subcontractors and agents.
- b. Within 90 calendar days of hire, and annually thereafter, Contractor, its employees, subcontractors and agents shall read the latest edition of the Cultural Competence Employee Information Pamphlet and complete related training provided by the Health Agency.
- c. Contractor shall maintain records providing signatures (either actual or electronic) from each employee, subcontractor and agent stating that they read the Cultural Competence

Employee Information Pamphlet, completed the related training and agree to abide by its contents. Relias Learning or equivalent E-learning records are sufficient to comply with this requirement.

- d. The Cultural Competence Employee Information Pamphlet may be found here:
 - 1) <http://www.slocounty.ca.gov/Departments/Health-Agency/Behavioral-Health/Quality-Support/Services/Health-Agency-Contractor-and-Network-Provider-Supp.aspx>
- e. The Cultural Competence Plan may be found here:
 - 1) <http://www.slocounty.ca.gov/Departments/Health-Agency/Behavioral-Health/Quality-Support/Services/Health-Agency-Contractor-and-Network-Provider-Supp.aspx>

9. Health Information Privacy and Security Policy and Training Program.

- a. Contractor shall provide health information privacy and security training to all employees as required by Title 22 of the California Code of Regulations, the Health Information Portability and Accountability Act of 1996 (“HIPPA”), the California Medical Information Act (“CMIA”), and as required by County.
- b. Within 15 calendar days of hire, and annually thereafter, Contractor, its employees, subcontractors and agents shall read the latest edition of the Confidentiality Agreement and HIPAA primer for Contractor Use, and complete related training provided by the Health Agency. Contractor may adopt and comply with an alternate Confidentiality Agreement, HIPAA Policy, and related training if granted written approval by the Health Agency Compliance Officer.
- c. Contractor shall maintain records providing signatures (either actual or electronic) from each employee, subcontractor and agent stating that they read the Health Information Privacy and Security Policy, completed the related training and agree to abide by its contents. Relias Learning or equivalent E-learning records are sufficient to comply with this requirement.
- d. The Health Information Privacy and Security Policy and Procedure may be found here:
 - 1) <http://www.slocounty.ca.gov/Departments/Health-Agency/Behavioral-Health/Quality-Support/Services/Health-Agency-Contractor-and-Network-Provider-Supp.aspx>
- e. The Confidentiality Agreement and HIPAA Primer for Contractor Use may be found here:
 - 1) <http://www.slocounty.ca.gov/Departments/Health-Agency/Behavioral-Health/Quality-Support/Services/Health-Agency-Contractor-and-Network-Provider-Supp.aspx>

10. Confidentiality.

- a. Contractor shall abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of patient information, including without limitation, Welfare and Institutions Code sections 14100 et seq., and 5328 et seq.; 42 C.F.R. section 431.300 et seq.; 42 C.F.R. Part 2; California Medical

Information Act (“CMIA”); the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing regulations, including but not limited to 45 C.F.R. Parts 142, 160, 162 and 164; and the provisions of Exhibit F of this Contract (the Business Associate Agreement). Any conflict between the terms and conditions of this Contract and Exhibit F shall be read so that the more legally stringent terms and obligations of the Contractor shall control and be given effect. Contractor shall not disclose any client/patient identifying information, except as otherwise authorized by law.

11. Disclosures.

- a. Pursuant to 42 C.F.R. sections 455.104 and 455.106, Contractor shall submit the disclosures described in this section regarding the Contractor’s ownership and control and convictions of crimes. Contractor must submit new or updated disclosures to the Health Agency prior to entering into or renewing the Contract. Contractor shall submit an updated disclosure to the Health Agency within 35 calendar days of any change of ownership, conviction of crime by a Contractor employee, or upon request of the Department. Disclosures as provided herein:
- b. For disclosure of 5% or More Ownership Interest, Contractor shall provide in writing the following:
 - 1) The name and address of any person (individual or corporation or other entity) with an ownership or control interest in the Contractor/network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
 - 2) Date of birth and social security number (in the case of an individual);
 - 3) Other tax identification number, in the case of a corporation or other entity that uses a tax identification number for tax purposes;
 - 4) Whether the person (individual or corporation or other entity) with an ownership or control interest in the Contractor/network provider is related to another person with ownership or control interest in the same or any other network provider of the Health Agency as a spouse, parent, child, or sibling; or whether the person (individual or corporation or other entity) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
 - 5) The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and
 - 6) The name, address, date of birth, and social security number of any managing employee of the managed care entity.
- c. For disclosure of Conviction of Crime(s), Contractor shall provide in writing the following:
 - 1) The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)

- 2) The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
- 3) The Contractor shall supply the written disclosures to the County before entering into the Contract and at any time upon the County's request.
- 4) Network providers should submit the same disclosures to the County regarding the network providers' criminal convictions. Network providers shall supply the disclosures before entering into the Contract and at any time upon the Department's request.

12. Record keeping and reporting of services.

- a. Contractor shall keep complete and accurate records for each client treated pursuant to this Contract, which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, medication log, progress notes, program compliance, outcome measurement and records of services provided in sufficient detail to permit an evaluation of services, including timely access to such services, without prior notice. Such records shall comply with all applicable federal, state, and County record maintenance requirements.
- b. Contractor shall submit informational reports as required by County on forms provided by or acceptable to County with respect to Contractor's program, major incidents, and fiscal activities of the program.
- c. Contractor shall collect and provide County with all data and information County deems necessary for County to satisfy state reporting requirements, which shall include, without limitation, Medi-Cal Cost reports in accordance with Welfare and Institutions Code sections 5651(a)(3), 5664, 5705(a), and guidelines established by DHCS. Said information shall be due no later than 90 days after close of fiscal year of each year, unless a written extension is approved by the County. Contractor shall provide such information in accordance with the requirements of the Short-Doyle/Medi-Cal Cost Reporting System Manual, applicable state manuals and/or training materials, and other written guidelines that may be provided by County to Contractor.
- d. Contractor shall retain records of services rendered under the Medi-Cal program or any other health care program administered by DHCS for a minimum of ten (10) years from the final date of the contract period between County and Contractor, from the date of completion of any audit, or from the date the service was rendered, whichever is later in accordance with Welfare and Institutions Code section 14124.1.

13. State Audits.

- a. Pursuant to California Code of Regulations, Title 9, section 1810.380, Contractor shall be subject to state oversight, including site visits and monitoring of data reports and claims processing; and reviews of program and fiscal operations to verify that medically necessary services are provided in compliance with said code and the contract between the state and County. If the Contractor is determined to be out of compliance with state or federal laws and/or regulations, the state may require actions of the County to rectify any out of compliance issue, which may include financial implications. Contractor agrees to be held responsible for their portion of any action the state may impose on the County.

14. Equipment.

- a. Contractor shall furnish all personnel, supplies, equipment, telephone, furniture, utilities, and quarters necessary for the performance of services pursuant to this Contract with the exception of:
 - 1) All required Behavioral Health forms;
 - 2) County may at its option and at County's sole discretion, elect to provide certain equipment which shall remain County property and be returned to the County upon earlier demand by or in no event later than the termination of the Contract. Contractor may at its option use County provided equipment for non-County clients as long as the equipment in any given instance is not for the sole use of non-County clients.

15. Other Employment.

- a. Contractor shall retain the right to provide services at another facility or to operate a separate private practice; subject, however, to the following prohibitions:
 - 1) No such private practice shall be conducted or solicited on County premises or from County-referred clients.
 - 2) Such other employment shall not conflict with the duties, or the time periods within which to perform those duties, described in this Contract.
 - 3) The insurance coverage provided by the County or by the Contractor for the benefit of the County herein is in no way applicable to or diminished by any other employment or services not expressly set forth in this Contract.

16. State Department of Health Care Services Contract.

- a. Contractor agrees that this Contract shall be governed by and construed in accordance with the laws, regulations and contractual obligations of County under its agreement with the DHCS to provide specialty mental health services to Medi-Cal beneficiaries of San Luis Obispo County. (Medi-Cal Specialty Mental Health Services, Welfare and Institutions Code section 5775).

17. Use of Information Provided by the Social Security Administration.

- a. Contractor shall comply with all conditions required under the Social Security Administration agreement with the DHCS available at:
 - 1) <http://www.slocounty.ca.gov/Departments/Health-Agency/Behavioral-Health/Quality-Support/Services/Health-Agency-Contractor-and-Network-Provider-Supp.aspx>

18. Placement Authority, if applicable.

- a. County shall have sole and exclusive right to screen and approve or disapprove clients prior to placement in Contractor's facility. Approval must be obtained in writing by client's case manager or designee prior to placement under this Contract.

19. License Information.

- a. Contractor agrees that all facilities and staff including, but not limited to, all professional and paraprofessional staff used to provide services will maintain throughout the term of

this Contract, such qualifications, licenses, registrations, certifications, and/or permits as are required by state or local law. Contractor shall provide County a written list of all licensed/registered/waivered or certified persons who may be providing services under this Contract. The list shall include the name, title, professional degree, license number, and NPI number.

20. Professional Licensing Waiver Requirements.

- a. Contractor shall comply with Department of Mental Health (“DMH”) Letter No 02-09 regarding waivers for professional licensing of all psychologists, clinical social workers, licensed professional clinical counselors, or marriage and family therapists employed by, or under contract to, County.

21. Gifts.

- a. 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 County procedures.

22. Violations and Deviations.

- a. If the County discovers any practice, procedure, or policy of the Contractor which deviates from the requirements of this Contract, violates federal or state law, threatens the success of the program conducted pursuant to this Contract, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of service, County may require corrective action, withhold payment in whole or in part, or terminate this Contract immediately. If County notifies Contractor that corrective action is required, Contractor shall promptly initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the County within thirty (30) days, unless County notifies Contractor that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service. If Contractor is an in-patient facility, Contractor shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.
- b. Contractor shall notify the County immediately should Contractor or its agents be investigated for, charged with, or convicted of a health care related offense. During the pendency of any such proceedings, Contractor shall keep the County fully informed about the status of such proceedings and shall consult with the County prior to taking any action which will directly impact the County. This Contract may be terminated immediately by County upon the actual exclusion, debarment, loss of licensure, or conviction of Contractor or its agents of a health care offense. Contractor shall indemnify, defend, and hold harmless the County for any loss or damage resulting from the conviction, debarment, or exclusion of Contractor or its agents.

23. Reports of Death, Injury, Damage, or Abuse.

- a. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Contract and involving County’s clients, Contractor shall immediately notify the County’s Behavioral Health Administrator by telephone. In addition, Contractor shall promptly submit to County a written report including: (1) the name and address of the injured/deceased person; (2) the

time and location of the incident; (3) the names and addresses of Contractor's employees and/or agents who were involved with the incident; (4) the names of County employees, if any, involved with the incident; and (5) a detailed description of the incident.

- b. Child Abuse Reporting. Contractor shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act (Penal Code § 11164 et seq.). Contractor shall require that all of its employees, consultants, and agents performing services under this Contract, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.
- c. Child Death Review. Contractor may disclose confidential mental health information to a County interagency child death review team that is investigating a child's death as per, Penal Code section 11174.32, the Interagency Child Death Review.
- d. Elder Abuse Reporting. Contractor shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (Welfare and Institutions Code § 15600 et seq.). Contractor shall require that all its employees, consultants, and agents performing services under this Contract, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

24. Trafficking Victims Protection Act of 2000.

- a. Contractor shall comply with section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000 as amended (22 U.S.C. 7104(g)) as amended by section 7102). For full text, see:
 - 1) <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>
- b. Contractor, Contractor's employees, and subcontractors shall not:
 - 1) Engage in severe forms of trafficking in persons during the period of time that the Contract is in effect.
 - 2) Procure a commercial sex act during the period of time that the Contract is in effect.
 - 3) Use forced labor in the performance of the award or sub-awards under the Contract.
- c. Contractor shall:
 - 1) Immediately notify the County's Behavioral Health Administrator, by telephone, in the event they receive any information from any source alleging a violation of a prohibition in section 9.a. of this Exhibit.
 - 2) Include the requirements of this section in any subcontract awarded under this Contract.
- d. Violation of any of these provisions is cause for immediate termination of the Contract.

25. Disclosure of Unusual Incidents.

- a. Contractor shall notify the County's Behavioral Health Administrator, by telephone, of the violation of any provision of this Contract within 24 hours of obtaining reasonable cause to believe such a violation occurred. Notice of such violation shall be confirmed by

delivering to the County's Behavioral Health Administrator, within 72 hours of obtaining a reasonable cause to believe that such violation occurred, a written notice which shall describe the violation in detail. Contractor shall comply with state law and the County's policies and requirements concerning the reporting of unusual occurrences and incidents.

26. Standard for Security Configurations, if applicable.

- a. Contractors accessing County's electronic health records system shall abide by and implement the standard Security Configurations below. Contractor shall configure its computers with the applicable United States Government Configuration Baseline ("USGCB") and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.
- b. Contractor shall ensure IT applications operated on behalf of the County are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. Contractor shall test applicable product versions with all relevant and current updates and patches installed. Contractor shall ensure currently supported versions of information technology products meet the latest USGCB major version and subsequent major versions.
- c. Contractor shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.
- d. Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.
- e. Contractor shall ensure that its subcontractors (at all tiers) which perform work under this Contract comply with the requirements contained in this section.
- f. Contractor shall ensure that computers which store Protected Health Information ("PHI") and/or Personally Identifiable Information ("PII") locally have hard drive encryption installed and enabled.
- g. For those Contractors accessing County's electronic health records system, County shall not provide Contractor with computer hardware support in connection with the performance of this Contract. The County shall provide Contractor with necessary electronic health records software support in connection with the performance of this Contract. The County and Contractor shall be aware of and exclusively responsible for all legal implications of the County providing Contractor with any Computer support in connection with the performance of this Contract.

27. Charitable Choice.

- a. Contractor shall not use any money provided under this Contract for any inherently religious activities such as worship, sectarian instruction, and proselytization. In regard to rendering assistance, Contractor shall not discriminate against an individual on the basis of religion, a religious belief, or refusal to actively participate in a religious practice. If an individual objects to the religious character of a program, Contractor shall provide a secular alternative at no unreasonable inconvenience or expense to the individual or the County.
- b. Contractor shall comply by 42 C.F.R. Part 54.

- c. Contractor shall submit documentation annually showing the total number of referrals necessitated by religious objection to other alternative substance use disorder activities. This information must be submitted to the County by September 1st of each year, including the September 1st after the termination of this Contract. The annual submission shall contain all substantive information required by the County and be formatted in a manner prescribed by DHCS.

28. No Unlawful Use or Unlawful Use Messages Regarding Drugs.

- a. Contractor agrees that information produced through funds allocated under this Contract, and which pertains to drug and alcohol related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol. (Health and Safety Code section 11999-1199.3). Contractor agrees that it shall enforce, and shall require its agents, including subcontractors, to enforce these requirements.

29. Restriction on Distribution of Sterile Needles, if applicable.

- a. Contractor agrees that no Substance Abuse Prevention and Treatment (“SAPT”) Block Grant funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

30. Network Adequacy Standards, if applicable (applicable only to contractors located within San Luis Obispo County).

- a. Contractor agrees to provide information required by the Network Adequacy Standards, as directed by the Medicaid Managed Care and Children’s Health Insurance Program Managed Care Final Rule. Contractor shall provide the following, if applicable:
 - 1) Staff list, updated monthly, including a copy of the following for each staff member:
 - i. Credentials including copy of license, registration, certification, NPI, Taxonomy, etc.;
 - ii. California driver’s license;
 - iii. Language capacity, including American Sign Language;
 - iv. Work location address and/or geographic coverage area if providing services in the community or mobile services;
 - v. Cultural competence training received;
 - vi. Specialties practiced;
 - vii. Evidenced Based Practices utilized;
 - viii. Number of years’ experience in the field;
 - ix. Date of hire or contract start date; and
 - x. Date and confirmation of negative tuberculosis test.
 - 2) Work locations that are ADA compliant, including full street address and zip code.

- 3) List of client complaints about lack of timely access, if any, updated monthly, for each site, submitted to County's Patients' Rights Advocate.
- 4) Ability to ensure clients timely access at each site and/or provider, indicated by:
 - i. Client screening and/or triage wait time;
 - ii. Availability of same or next day services;
 - iii. Appointment wait time must be timely from client request to offered first service;
 - iv. Timely to be defined as:
 - (a) Within 48 hours of client request for crisis services;
 - (b) Within 96 hours of client request for urgent services;
 - (c) Within 10 business days of client request for routine services;
 - (d) Within 15 business days of client request for psychiatry; and
 - (e) Within 3 business days of client request for opioid treatment program ("OTP").
- 5) Client time and distance to County behavioral health services facilities shall be no longer than listed below and applies to clinics and individual offices:
 - i. Outpatient mental health services = 45 miles or 75 minutes' drive;
 - ii. Outpatient substance use disorder = 60 miles or 90 minutes' drive; and
 - iii. Drug Medi-Cal Organized Delivery System (DMC-ODS), or OTP services = 45 miles or 75 minutes' drive.
- 6) Number of contractors in County service area of each drive time/zone.

31. Managed Care Final Rule.

- a. Contractor shall comply with Managed Care Final Rule and County policy, if applicable, to provide timely access to services and abide by accessibility standards as per the Managed Care Final Rule (Mental Health Parity and Addiction Equity Act of 2008, MHPAEA). County reserves the right to adjust this policy if the state changes the rule.

32. California Values Act

- a. Contractor, acting as a provider of mental health and wellness services to County clients, shall comply with Government Code 7284.2 and 7284.8, Cooperation with Immigration Authorities. Contractor shall ensure effective policing, to protect the safety, well-being, and constitutional rights of clients served by Contractor by limiting assistance with immigration enforcement to the fullest extent possible consistent with federal and state law, while assuring Contractor services remain safe and accessible to all California residents, regardless of immigration status. For full text, see:

- 1) https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=7284.2.&lawCode=GOV

33. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

- a. None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 U.S.C. section 812).

34. Debarment and Suspension

- a. Contractor shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp. p. 189) and 12689 (3 C.F.R. Part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority
- b. Executive Order 12549.
 - 1) The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

35. MHSA Contract Publicity Language, if applicable

- a. The County of San Luis Obispo Behavioral Health Department requires public acknowledgment of the organizations, programs, and projects it supports, as outlined in Provider Publicity Guidelines.
- b. Contractor shall issue a press release announcing contract award within 30 days of executed contract.
 - 1) Press release shall acknowledge the County Behavioral Health Department and the Mental Health Services Act (MHSA).
 - 2) Press release shall use the following standard language: Funding for this program is/was provided by the County of San Luis Obispo Behavioral Health Department, through the Mental Health Services Act.
- c. Include the County logo on print and digital materials promoting MHSA-funded programs and activities; consult the Provider Publicity Guidelines for specifics.
 - 1) If space allows on design, Contractor shall also include the standard language stated above (2b).
 - 2) The Behavioral Health Department will supply providers with County logo artwork. The logo must be produced as a unit without alteration.
 - 3) The County Seal is for Board of Supervisors business only and shall not be used on materials related to this MHSA-funded program or activity.
- d. Contractor shall send all MHSA contract-related activity press releases, media advisories and general publicity materials to the County at slobehavioralhealth@co.slo.ca.us
 - 1) Contractor shall submit all materials 14 days prior to contract-related activities.

EXHIBIT F
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
BUSINESS ASSOCIATE AGREEMENT

1. General Provisions and Recitals.

- a. All terms used, but not otherwise defined below herein, have the same meaning as in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and their implementing regulations at 45 C.F.R. Parts 160 through 165 (“HIPAA regulations”) (collectively along with state law privacy rules as “HIPAA laws”) as they may exist now or be hereafter amended.
- b. A business associate relationship under the HIPAA laws between Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County under the Contract.
- c. County wishes to disclose to Contractor certain information pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”), as defined by the HIPAA laws, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Contract.
- d. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Contract in compliance with the applicable standards, implementation specifications, and requirements of the HIPAA laws.
- e. The HIPAA Privacy and Security rules apply to Contractor in the same manner as they apply to County. Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

2. Definitions.

- a. “Administrative Safeguards” are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of Contractor’s workforce in relation to the protection of that information.
- b. “Agent” shall have the meaning as determined in accordance with the federal common law of agency.
- c. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA laws which compromise the security or privacy of the PHI.
 - 1) Breach excludes:

- i. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Contractor or County, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
 - ii. Any inadvertent disclosure of PHI by a person who is authorized to access protected health information at the County or the Contractor, to another person authorized to access protected health information at the County, the Contractor, other covered entity or business associate, that has not been used or disclosed except in compliance with law.
 - iii. A disclosure of PHI where Contractor or County has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- 2) Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:
 - i. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - ii. The unauthorized person who used the PHI or to whom the disclosure was made;
 - iii. Whether the PHI was actually acquired or viewed; and
 - iv. The extent to which the risk to the PHI has been mitigated.
- d. "County PHI" means either: (1) PHI disclosed by County to Contractor; or (2) PHI created, received, maintained, or transmitted by Contractor pursuant to executing its obligations under the Contract.
- e. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 C.F.R. section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. section 164.502(g).
- f. "Minimum Necessary" shall mean the Privacy Rule Standards in 45 C.F.R. sections 164.502(b) and 164.514(d)(1).
- g. "Physical Safeguards" are physical measures, policies, and procedures to protect Contractor's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion required by the HIPAA laws.
- h. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

3. Obligations and Activities of Contractor as a Business Associate.

- a. Contractor agrees not to use or further disclose County PHI other than as permitted or required by this Business Associate Contract or as required by law.

- b. Contractor agrees to use appropriate safeguards and other legally-required safeguards to prevent use or disclosure of County PHI other than as provided for by this Business Associate Contract.
- c. Contractor agrees to comply with the HIPAA Security Rule at Subpart C of 45 C.F.R. Part 164 with respect to electronic County PHI.
- d. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of County PHI by Contractor in violation of the requirements of this Business Associate Contract or HIPAA laws.
- e. Contractor shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions and conditions that apply through this Business Associate Contract to Contractor with respect to such information.
- f. Contractor agrees to provide access, within ten (10) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 C.F.R. section 164.524 or any other provision of the HIPAA laws.
- g. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 C.F.R. section 164.526 at the request of County or an Individual, within fifteen (15) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.
- h. Contractor agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, County available to County and the Secretary in a time and manner as determined by County or as designated by the Secretary for purposes of the Secretary determining County's compliance with the HIPAA laws.
- i. Contractor agrees to document any Disclosures of County PHI that Contractor creates, receives, maintains, or transmits on behalf of County, and to make information related to such Disclosures available as would be required for County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 C.F.R. section 164.528.
- j. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, any information collected in accordance with the Contract, in order to permit County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with the HIPAA laws.
- k. Contractor agrees that to the extent Contractor carries out County's obligation under the HIPAA laws Contractor will comply with the requirements of the HIPAA laws that apply to County in the performance of such obligation.
- l. Contractor shall honor all restrictions consistent with 45 C.F.R. section 164.522 that the County or the Individual makes the Contractor aware of, including the Individual's right to restrict certain disclosures of PHI to a health plan where the individual pays out of pocket in full for the healthcare item or service, in accordance with HITECH Act section 13405(a).

- m. Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Business Associate Contract by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally violate any provisions.
- n. Contractor agrees to report to County immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which Contractor becomes aware. Contractor must report to County Breaches of County PHI in accordance with the HIPAA laws.
- o. Contractor shall notify County within twenty-four (24) hours of discovering any Security Incident, including all data Breaches or compromises of County PHI, however, both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 C.F.R. section 164.412.
 - 1) A Breach shall be treated as discovered by Contractor as of the first day on which such Breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.
 - 2) Contractor shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of Contractor, as determined by federal or state common law of agency.
 - 3) Contractor's initial notification shall be oral and followed by written notification within 24 hours of the oral notification.
 - 4) Oral notification shall be made to the HIPAA Privacy Officer by calling 805-781-4788 and to the HIPAA Security Officer by calling 805-781-4100. Written notification shall be sent to the following address:

HIPAA Privacy Officer
San Luis Obispo County Health Agency
2180 Johnson Avenue
San Luis Obispo, CA 93401
Or by Email at: Privacy@co.slo.ca.us
 - 5) Contractor's notification shall include, to the extent possible:
 - i. The identification of each Individual whose County PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach;
 - ii. Any other information that County is required to include in the notification to Individual under 45 C.F.R. section 164.404 (c) at the time Contractor is required to notify County or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 C.F.R. section 164.410 (b) has elapsed, including:

- (1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (2) A description of the types of County PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - (4) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
 - (5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- p. County may require Contractor to provide notice to the Individual as required in 45 C.F.R. section 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the County.
 - q. In the event that Contractor is responsible for a Breach of County PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with section 3., subsection o. and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.
 - r. Contractor shall maintain documentation of all required notifications to County of a Breach or its risk assessment under 45 C.F.R. section 164.402 to demonstrate that a Breach did not occur.
 - s. Contractor shall provide County all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 C.F.R. Part 164 as soon as practicable, but in no event later than ten (10) calendar days after Contractor's initial notice of the Breach to County.
 - t. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.
 - u. Contractor shall bear all expense or other costs associated with the Breach and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.
 - v. Contractor shall train and use effective measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Contract and use or disclose protected information; and discipline employees who intentionally or repeatedly violate any provisions.

4. Permitted Use and Disclosure by Contractor.

- a. Contractor may use or further disclose County PHI as necessary to perform functions, activities, or services for, or on behalf of, County as specified in the Contract, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by County.
 - 1) Contractor may use County PHI, if necessary, for the proper management and administration of Contractor or to carry out legal responsibilities of Contractor.
 - 2) Contractor may disclose County PHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, if:
 - i. The Disclosure is required by law; or
 - ii. Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.
 - 3) Contractor may use or further disclose County PHI to provide Data Aggregation services relating to the Health Care Operations of Contractor.
- b. Contractor shall make Uses, Disclosures, and requests for County PHI consistent with the Minimum Necessary principle as defined herein.
- c. Contractor may use or disclose County PHI as required by law.

5. Obligations of County.

- a. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 C.F.R. section 164.520, to the extent that such limitation may affect Contractor's Use or Disclosure of PHI.
- b. County shall notify Contractor of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Contractor's Use or Disclosure of PHI.
- c. County shall notify Contractor of any restriction to the Use or Disclosure of PHI that County has agreed to in accordance with 45 C.F.R. section 164.522, to the extent that such restriction may affect Contractor's Use or Disclosure of PHI.
- d. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by County.

6. Business Associate Termination.

- a. Upon County's knowledge of a material breach or violation by Contractor of the requirements of this Business Associate Contract, County shall:
 - 1) Provide an opportunity for Contractor to cure the material breach or end the violation within thirty (30) business days; or
 - 2) Have the discretion to unilaterally and immediately terminate the Contract, if Contractor is unwilling or unable to cure the material breach or end the violation within (30) calendar days.

- b. Upon termination of the Contract, Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule.
 - 1) This provision shall apply to all PHI that is in the possession of subcontractors or agents of Contractor.
 - 2) Contractor shall retain no copies of the PHI.
 - 3) In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Contractor maintains such PHI.
- c. The obligations of this Business Associate Contract shall survive the termination of the Contract.

EXHIBIT G
CONTRACT FOR BEHAVIORAL HEALTH SERVICES
QUALIFIED SERVICE ORGANIZATION AGREEMENT

1. Contractor agrees that it is a Qualified Service Organization to the County within the meaning of 42 Code of Federal Regulations sections 2.11 and 2.12.
2. Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from County or through performing its obligations per this Contract, Contractor is fully bound by 42 Code of Federal Regulations Part 2 and analogous state laws.
3. Contractor further agrees that if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 Code of Regulations Part 2.

To: First 5 Commission of San Luis Obispo County

From: First 5 Staff

Date: March 27, 2019

Re: Item 11: Approval of Amendment to First 5 Health Access Training Project Contract (Carsel Consulting Group) for Research Services as part of the Mental Health Services Act 3 by 3 Developmental Screening Partnership

Recommended Action

It is recommended that the Commission approve an Amendment to First 5 Health Access Training Project Contract (Rebecca Carsel DBA Carsel Consulting Group) for Research Services as part of the Mental Health Services Act 3 by 3 Developmental Screening Partnership.

Background

On May 23, 2018 the Commission approved a contract with Carsel Consulting Group to provide Health Access Training (HAT) services. These services include community training and education, professional development trainings, and First 5 staff consultations. In January 2019 First 5 was awarded a Mental Health Services Act Innovations grant to implement and assess different modalities for developmental screening of children under 3. Along with First 5 staff, the HAT was one of the key architects of the grant. Because of her knowledge and experience with this project, staff is recommending the HAT contract be amended to include research, data analysis, and evaluation services to support implementation of the MHSA 3x3 project.

Amendment Components

Amended Amount: \$27,200. Ms. Carsel will provide up to 60 hours of Research/Data Analysis/Evaluation services in FY 18-19 and up to 260 hours of Research/Data Analysis/Evaluation services in FY 19-20. Research/Data Analysis/Evaluation services will be billed at \$85.

Total Amended Contract: \$95,720

Amended Services: In addition to existing and unchanged HAT scope of work, the amended scope of work will include: Draft evaluation/data analysis planning, including proposed research questions, instruments, design and methodology, timeline, and project management plan. Draft parent knowledge survey (pre/post). Draft pediatrician strategies preference survey/key informant interview. Draft staff referral survey (Referral Coordinator/Medical Assistant). Make recommendations for project and evaluation design based on additional research. Create initial data collection system. Work with First 5 Evaluation consultant to ensure consistency and compatibility with overall First 5 evaluation.

Fiscal Impact

The services described herein are included in the budget of the MHSA contract (see Agenda Item 10) and will be fully covered through that funding source.

FIRST AMENDMENT TO CONTRACT FOR HEALTH ACCESS TRAINING SERVICES

This First AMENDMENT is entered into on _____, 2019, by and between the Children and Families Commission of San Luis Obispo County, a political subdivision of the State of California, pursuant to Health and Safety Code section 130140.1 ("the Commission"), whose address is 3220 South Higuera Suite 232, San Luis Obispo, CA 93401 and Rebecca Carsel DBA Carsel Consulting Group ("Contractor"), providing health access trainer services to agencies serving children age 0-5 and their parents.

WHEREAS, the parties to this First Amendment entered into a Contract for Services on May 23, 2018 (hereinafter "Contract") for the provision of health access trainer services for children 0-5 years and their families; and

WHEREAS, since the execution of the Contract, additional services related to evaluation are desired; and

WHEREAS, in order to include additional evaluation services in the Scope of Work, the parties desire to amend the services as provided in Exhibit A and Exhibit A-1 of the original Contract; and

WHEREAS, in order to compensate Contractor for the services requested at the correct and intended amount, the parties desire to amend the amount of compensation as provided in Exhibit B and Exhibit B-1 of the original Contract;

NOW THEREFORE, the parties agree as follows:

- A. Section 1., Exhibit A of the original Contract is hereby deleted and replaced with the following:

Section 1., Exhibit A-A attached to the First Amendment to the Contract and made a part thereof by this reference.

- B. Section 1., Exhibit A-1A is added and attached to the First Amendment to the Contract and made a part thereof by this reference.

- C. Section 2., Exhibit B and Exhibit B-1 of the original Contract is hereby deleted and replaced with the following:

Section 2., Exhibit B-A and Exhibit B-1A attached to the First Amendment to the Contract and made a part thereof by this reference.

- D. All other terms and conditions of the 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 Children
and Families Commission of San Luis Obispo County:

Wendy Wendt, Executive Director Date

CHILDREN AND FAMILIES COMMISSION OF
SAN LUIS OBISPO COUNTY

By: _____
Bruce Gibson, Chairperson Date

Authorized by Commission Action on:_____.

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

Natalie Frye-Laacke

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

CONTRACTOR:

By: _____
Rebecca Carsel Date
Carsel Consulting Group

**EXHIBIT A-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-1A for the immediately preceding quarter by:

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. Contractor shall provide health access trainer and evaluation services as specifically set out in Exhibit A-1 and A-1A 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.

3x3 Evaluation Support Scope of Work/Evaluation Plan

Objectives / Activities / Evaluation	Timeline	Tracking Measure	Person Responsible
<p>1. Objective: Through June 30, 2020 to provide Research/Data Analysis/Evaluation services for the Mental Health Services Act 3x3 Developmental Screening Partnership.</p> <p>A. Activities</p> <ul style="list-style-type: none"> 1.1 Draft evaluation/data analysis plan, including proposed evaluation questions, instruments, design and methodology, timeline, and project management plan. 1.2. Draft parent knowledge survey (pre/post) 1.3 Draft pediatrician strategies preference survey/key informant interview 1.4 Draft staff referral survey (Referral Coordinator/Medical Assistant) 1.5 Make recommendations for project and evaluation design based on additional research 1.6 Create initial data collection system (spreadsheet/database) 1.7 Work with First 5 Evaluation consultant to ensure consistency and compatibility with overall First 5 evaluation. 	<p>1.1 to .1.7 Ongoing</p>	<ul style="list-style-type: none"> • Track project hours • Submit hours with invoice • Dialogue with Staff • Production of surveys • Data collection spreadsheets/database 	<p>Rebecca Carsel</p>

EXHIBIT B-A

COMPENSATION AND BILLING

1. **Compensation.** Commission shall pay to Contractor as compensation for all services performed by Contractor pursuant to this Contract, the following sums in the following manner:
 - a. The total payable under the terms of this agreement shall not exceed \$95,720 (Ninety-Five Thousand Seven Hundred Twenty dollars) pursuant to the project budget and budget narrative in Exhibit B-1A, 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-1A. 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 Commission 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 Commission Program Invoice and all documentation verifying expenses from Contractor. The Commission 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. Commission Executive Director (Director) must approve and execute amendments for budget adjustments to reallocate funds among budget categories contained in Exhibit B-1A. 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-1A.

EXHIBIT B-1A

BUDGET

July 1, 2018 – June 30, 2020

Item	Budget July 1, 2018- June 30, 2019	Budget July 1, 2019- June 30, 2020	Total
I. PERSONNEL			
Rebecca Carsel	25,260	42,260	67,520
Training Support Staff	9,000	9,000	18,000
Subtotal Personnel	34,260	51,260	85,520
II. OPERATING			
Constant Contact subscription, \$25/month for email newsletters; \$45/month for training registration	420	420	840
Website hosting through Weebly	100	100	200
Mileage to north and south county for trainings and meetings, 514 miles, IRS rate of \$.545/mile in 2018	280	280	560
Printing of training and outreach materials; supplies for trainings	800	800	1,800
Subtotal Operating Expenses	1,600	1,600	3,200
III. INDIRECT			
Included in Personnel costs			0
IV. OTHER (Please List)			
Contracts with trainers: Joel Diringer, JD, MPH.	3,500	3,500	7,000
Subtotal Other	3,500	3,500	7,000
TOTAL BUDGET	39,360	56,360	95,720

EXHIBIT B-1A
Budget Narrative

I. PERSONNEL

Rebecca Carsel DBA Carsel Consulting Group will provide 252 hours per year of services focused on facilitating collaborative efforts to increase health access, communications, networking, and one-to-one assistance for family advocates and other child-serving professionals, as well as overall project vision and management. She will attend quarterly First 5 Partners meetings and will be responsible for project data collection and reporting. She will delegate support tasks to: TBD. Ms. Carsel's time will be billed at \$80 per hour including all office costs and overhead, liability insurance, personnel costs (federal and state taxes, social security, pension, health insurance), communications costs, and professional fees.

Ms. Carsel will provide up to 60 hours of Research/Data Analysis/Evaluation services in FY 18-19 and up to 260 hours of Research/Data Analysis/Evaluation services in FY 19-20. Research/Data Analysis/Evaluation services will be billed at \$85 per hour including all office costs and overhead, liability insurance, personnel costs (federal and state taxes, social security, pension, health insurance), communications costs, and professional fees.

Training Support Staff: will provide 180 hours per year of services focused on support for training set-up and implementation, resource development, website, newsletter, outreach materials, and other communications. TBD at \$50 per hour will include all office costs and overhead, liability insurance, personnel costs (federal and state taxes, social security, pension, health insurance), communications costs, and professional fees.

II. OPERATING EXPENSES

Constant Contact subscription allows email newsletters to be read easily while conveying a professional tone. Six months at \$25/month, 6 months at \$45/month includes online training registration. Website hosting \$100/year.

Mileage is calculated at \$0.545/mile for 2018, the current IRS rate, and is estimated at 12-13 trips per year from San Luis Obispo to other parts of the county, at an average of 40 miles round trip per trip.

Training and outreach materials will be printed strategically as needed to ensure use, using SLOCOE's reduced copying rate whenever possible; materials will also be posted online for download by interested parties. Other training supplies may include name badge labels, flip chart paper, laminated flyers for participants' offices, snacks for longer trainings, etc.

III. INDIRECT COSTS

All indirect costs are included in the hourly rate for the applicant consultants. These include administrative costs such as office space, utilities, computers, printers, software, telephones, and internet service.

IV. OTHER COSTS

Contracts with trainers: Joel Diringer, JD, MPH, will provide 20 hours per year of consultant services at \$175/hour focused on developing strategic goals, State and federal policy updates, trainings, and material review and updating. He will serve as a trainer at specialized trainings, including those of health care professionals, and will consult on complex health care access questions.

To: First 5 Commission of San Luis Obispo County

From: First 5 Staff

Date: March 27, 2019

Re: Item 12: Approval of Contract for Family Support Counseling with County of San Luis Obispo Behavioral Health

Recommended Action

It is recommended that the Commission approve a contract with County of San Luis Obispo Behavioral Health for Family Support Counseling Services.

Background

At the end of June 2018, First 5 San Luis Obispo County's longstanding contracted School Readiness Family Support Counselor retired and moved out of the area. Staff begin looking into a possible collaboration with County of SLO Behavioral Health as a mechanism for continuing to staff the program. The two agencies ultimately landing on a mutually agreeable plan to enter into a contract to provide bi-lingual family support services at school readiness sites in Oceano and Paso Robles.

Contract

Staff recommends approval of a contract (Attachment 1) with County of SLO Behavioral Health for Family Support Counseling services.

Contract Components:

Contractor: County of SLO Behavioral Health

- Contact Amount: \$59,213.
 - Contractor shall provide bi-lingual family support counseling at an hourly rate of \$54.11/hr in FY18-19 and \$56.75/hr in FY19-20. Contractor is expected to provide up to 16 hours of services per week for a maximum of 52 weeks per year.
- Contact Duration: March 27, 2019 to June 30, 2020.

Services: Family Support Counseling services for at least 25 families with children 0-5 years old, annually, while maintaining an on-going caseload. Approximately 16 hours per week of family support counseling will be delivered to families with children 0-5, by referral only. First 5-funded early childhood family advocates located at Oceano Family Resource Center and First 5 Early Education Center in Paso Robles will act as gatekeepers for internal and external client referrals to the family support counselor.

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

This Contract, entered into on March 27, 2019 by and between the Children and Families Commission of San Luis Obispo County, a political subdivision of the State of California, pursuant to Health and Safety Code section 130140.1 (“the Commission”), whose address is 3220 South Higuera Street Suite 232, San Luis Obispo, CA 93401 and the San Luis Obispo County Health Agency, Behavioral Health Department, (“the Contractor”), providing bi-lingual family support counseling services to families with children ages 0-5.

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 1030100 (“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 is a knowledgeable, experienced and qualified to provide services in San Luis Obispo County; 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 bi-lingual family support counseling services to families with children ages 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. Scope of Service. The Contractor agrees to provide the Scope of Services set out in Exhibit A and Exhibit A-1 attached hereto and made a part thereof by this reference.
2. Compensation and Billing. Contractor shall be compensated by the Commission for performing said services in accordance with Exhibit B and Exhibit B-1 attached hereto and incorporated herein by reference.
3. Effective Date and Duration. The effective date and duration of this Contract shall be as specified on Exhibit C, attached hereto and incorporated herein by reference.
4. General Conditions. Commission and the Contactor shall comply with all applicable provisions of the General Conditions, attached hereto as Exhibit D and incorporated herein by reference.
5. Special Conditions. Commission and the Contractor shall comply with the Special Conditions attached hereto as Exhibit E and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Contract on March 27, 2019.

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

Wendy Wendt, Executive Director

Date

CHILDREN AND FAMILIES COMMISSION OF
SAN LUIS OBISPO COUNTY

By: _____

Bruce Gibson, Chairperson

Date

Authorized by Commission Action on:_____.

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

Natalie Frye-Laacke

By: _____

Natalie Frye-Laacke, Counsel for Commission

Date

CONTRACTOR:
COUNTY OF SAN LUIS OBISPO
A Public Entity in the State of California

By: _____

Anne Robin, LMFT
Behavioral Health Director

Date

Approved as to form and legal effect:

RITA L. NEAL
COUNTY COUNSEL

By: _____

Deputy County Counsel

Date

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:

	October 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.4.a.

2. Program Services

- a. Contractor shall provide bi-lingual family support counseling services as specifically set out in Exhibit A-1 which is attached and incorporated herein by reference.
- b. Contractor and the Commission acknowledge that the services contemplated hereunder shall be performed by Susie Bautista who is employed by the Contractor. Contractor acknowledges that the services provided by Susie Bautista are of the essence of Contractor's obligations with respect to this Contract and a material inducement to the Commission entering this Contract. If Susie Bautista is unable to perform the services hereunder, and the Commission desires to continue services, the Commission and Contractor shall jointly select and agree on another qualified person to perform services. Should the Commission and the Contractor be unable to agree on a new individual to perform the services, the Commission shall have the right to immediately terminate this Contract.

- c. The Contractor shall attend eight quarterly First 5 Partner meetings, scheduled as follows:

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

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

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.

School Readiness Family Support Counselor Scope of Work

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
<p>1. Objective: By June 30, 2020 to provide Family Support Counseling services for at least 25 families, annually, while maintaining an on-going caseload in each of the Georgia Brown and Oceano school-communities.</p> <p>A. Activities</p> <p>1.1 Provide counseling services with an emphasis on infant, preschool-age, and family/parent mental health for clients referred through the School Readiness(SR) Family Advocate, by local Family Resource Centers (FRCs) and other local providers.</p> <p>1.1.1 Contractor will work collaboratively with the SR Family Advocates, SR Site Coordinators, and the FRCs to coordinate services to client families.</p> <p>1.1.2 Provide individual, family or group counseling. Services will be provided up to 16 hours/week. Contractor may provide for an average of up to 10 sessions per client.</p> <p>1.1.3 Make home visits, when appropriate, for the purpose of providing family counseling services.</p>	<p>1.1 to 1.3 Ongoing</p>	<ul style="list-style-type: none">• Agendas, minutes, and rosters of meetings• Family Support Counselor Activity Log• Case Notes• Documentation of activities	<p>Susie Bautista/ Contractor</p>

EXHIBIT A-1

Objectives / Activities / Evaluation	Timeline	Tracking Measures Evaluation Tools & Reports	Person Responsible
<p>1.1.4 Participate in FRC Team meetings, as needed and/or when requested.</p> <p>1.1.5 Participate in monthly meetings with Family Advocates and others, as needed to discuss referral cases.</p> <p>1.2 Coordinate with IMPACT SLO and all other First 5 partners to link parents to resources, when appropriate.</p> <p>1.3 Incorporate, to the extent possible, <i>Talk. Read. Sing.</i> materials into the activities.</p> <p>1.4 Refer to Martha's Place, Holman Group and other behavioral health related services as appropriate.</p> <p>1.5 Bill Medi-Cal as appropriate</p>			
<p>B. Evaluation Activities:</p> <p><u>Data Collection</u></p> <p>1e Family Support Counseling activities shall be evaluated through:</p> <p>1.1e Quantitative data shall include: number and types of meetings and other contacts; number and types of counseling services; number of parents and children served; and number and types of case dispositions.</p> <p>1.2e Qualitative data shall include: general themes of contacts; and anecdotal accounts of successes, barriers, etc.</p> <p>1.3e First 5 Client Data Collection Tool.</p> <p>1.4e Complete Quarterly Milestones Report.</p>	<p>Quarterly Reports</p>	<ul style="list-style-type: none"> • Tracking Measures (listed above) • First 5 Client Data Collection Tool • Milestones Narrative Report 	<p>Contractor, First 5 Associate Director, & Evaluation Consultant (All)</p>

EXHIBIT B

COMPENSATION AND BILLING

1. **Compensation.** Commission shall pay to Contractor as compensation for all services performed by Contractor pursuant to this Contract, the following sums in the following manner:
 - a. The total payable under the terms of this Contract shall not exceed \$59,213 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 Commission 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 Commission Program Invoice and all documentation verifying expenses from Contractor. The Commission 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. Commission Executive Director (Director) must approve and execute amendments for budget adjustments to reallocate funds among budget categories contained in Exhibit B-1. Requests for budget adjustments must be in writing with a showing of good cause that advances the overall purpose of the Contract.
 - b. The Commission expressly grants to the Director the authority to approve said budget adjustments provided the change does not increase the maximum compensation of this Contract or create any other obligation on the Commission under this Contract.
 - c. Contractor must promptly give prior written notice to Director of proposed budget adjustments to reallocate funds among line items within budget categories contained in Exhibit B-1.

EXHIBIT B-1

BUDGET

Item	March 1, 2019- June 30, 2018	July 1, 2019- June 30, 2020	Total
I. PERSONNEL			
Bi-Lingual Family Support Counselor	\$12,000	\$47,213	\$59,213
Subtotal	\$12,000	\$47,213	\$59,213
II. OPERATING			
N/A	0	0	0
Subtotal	0	0	0
III. INDIRECT			
@ % of Personnel	0	0	0
Subtotal	0	0	0
IV. OTHER			
N/A	0	0	0
Subtotal	0	0	0
GRAND TOTAL	\$12,000	\$47,213	\$59,213

EXHIBIT B-1

Budget Narrative

I. PERSONNEL

Contractor shall provide bi-lingual family support counseling at an hourly rate of \$54.11/hr in FY18-19 and \$56.75/hr in FY19-20. Contractor is expected to provide up to 16 hours of services per week for a maximum of 52 weeks per year.

II. OPERATING EXPENSES

N/A

III. INDIRECT COSTS

N/A

IV. OTHER COSTS

N/A

EXHIBIT C

EFFECTIVE DATE AND DURATION

1. **Effective Date.** The effective date of this contract is the date the last party signs this Contract. All obligations imposed on both parties shall be binding on both parties commencing on the effective date and shall remain in effect until satisfied by performance.
2. **Term.** Unless terminated earlier, pursuant to the provisions of this Contract, the term of this Contract shall be from its effective date until June 30, 2020.
3. The Commission and the Contractor specifically acknowledges that in anticipation of execution of this Contract, services within the scope of this Contract may have been provided in reliance on assurances that this Contract would be executed by the parties by March 27, 2019. Services may have been rendered from March 1, 2019 to the date the parties are executing this Contract, and which were intended in the best interest of the public health and welfare. The Commission expressly authorizes the retroactive effective date under this Contract to be March 15, 2019. The Commission also expressly authorizes payment for those services performed by the Contractor at the same rates and under the same terms and conditions as stated in this Contract, even though this Contract is being signed after March 15, 2019.

EXHIBIT D

GENERAL CONDITIONS

1. **Independent Contractor.** Contractor shall be deemed to be an independent contractor of Commission. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this contract authorizes or permits the Commission to exercise discretion or control over the professional manner in which Contractor provides services. Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.
2. **Warranty of Contractor for Provision of Services.** The Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, State and Federal laws and regulations applicable to the provision of services herein.
3. **Warranty of Contractor re Compliance with all Laws.** The Contractor warrants that Contractor shall keep informed of, observe, comply with, and cause all of its agents and personnel to observe and comply with all Federal, State, and local laws and rules and regulations made pursuant to such laws, which in any way affect the conduct of work under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the Commission in writing.
4. **Power and Authority of Contractor.** If the Contractor is a corporation, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.
5. **Non-Assignment of Contract.** Contractor shall not delegate, assign, or otherwise transfer in whole or in part its rights or obligations under this Contract without the prior written consent of Commission. Any such assignment, transfer, or delegation without the Commission's prior written consent shall be null and void.
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. **Waiver.** No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
9. **Severability.** The Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible.
10. **Nondiscrimination.** Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.
11. **Notices.** All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered (a) personally; (b) mailed by registered or certified mail (postage paid, return receipt requested); (c) sent by a nationally recognized overnight courier (providing proof of delivery); or (d) sent by facsimile to the parties as follows:

To the Contractor at:

Anne Robin
2180 Johnson Avenue
San Luis Obispo, CA 93401
(805) 781-4275

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. **Inspection Rights.** Upon reasonable request, the Contractor shall allow the Commission to evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit- books, records, and facilities maintained by

Contractor and subcontractors pertaining to such services. Books and records include, without limitation, all physical records originated or prepared in the performance of this Contract including work papers, reports, financial records and books of account. Upon reasonable request, at any time during the period of this Contract, and for a period of five years thereafter, the Contractor shall furnish any such records, or copy thereof, to Commission.

13. **Signatory authority.** Contractor warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract warrants that he/she has been properly authorized and empowered to enter into this Contract.
14. **Insurance.** Contractor shall procure the following required insurance coverage at its sole cost and expense and maintain in full force and effect for the period covered by this Contract. All insurance coverage are to be placed with insurers which (1) have a Best's rating of no less than B+VIII, and (2) are admitted insurance companies in the State of California.
 - a. **Comprehensive General Liability** Contractor shall maintain in full force and effect, for the period covered by this Contract, Comprehensive General Liability insurance with the following coverage.
 - (i) Personal Injury and Bodily Injury, including death resulting therefrom.
 - (ii) Property Damage.
 - (iii) Automobile coverage which shall include owned and non-owned vehicles. The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the total amount of One Million (\$1,000,000.00) dollars.

The following coverage must be provided:

 - (1) If the insurance policy covers an "accident" basis, it must be changed to "occurrence".
 - (2) The policy must cover personal injury as well as bodily injury.
 - (3) The policy must contain a severability of interest clause or endorsement.
 - (4) The Children and Families Commission, its officers, employees and agents shall be named as additional insured under the Comprehensive General Liability portion of the insurance policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the Commission, whether commercial or self-insurance will be called upon to contribute to a loss hereunder.
 - (5) Self-insurance can be substituted for a commercial policy, the same provisions shall apply.
 - b. **Worker's Compensation Insurance** In accordance with the provisions of Labor Code Section 3700, Contractor, if Contractor has any employees, is required to be insured against liability for Workers' Compensation or to undertake self-insurance, Contractor agrees to comply with such provisions before commencing the performance of the work of this Contract.

- c. The following requirements apply to all insurance to be provided by Contractor:
 - (i) A certificate of insurance shall be furnished to the Commission prior to commencement of work. Upon request by the Commission, Contractor shall provide a certified copy of any insurance policy to the Commission within ten (10) working days.
 - (ii) The provider of insurance policies shall affirm in writing that the policies cannot be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the Commission.
 - (iii) Approval of the insurance by Commission shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operations pursuant to this contract.
- 15. **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.
- 16. **Fiscal Records.** Contractor shall maintain accurate fiscal records pertaining to services performed under this Contract. Such fiscal records shall be open for inspection to Commission auditors at any reasonable time and will reflect cost accounting that conforms to generally accepted accounting procedures which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs. Contractor shall maintain such records and accounts for a minimum of five years, or in the case of an audit, until audit findings are resolved, whichever is later.
- 17. **Commission Audits/Scope.** Commission may audit Contractor's fiscal records relating to services performed under this Contract, at Contractor's expense, at any time with fourteen (14) day advance written notice. Commission audits shall be conducted in accordance with generally accepted audit standards and limited to matters connected with the performance of the Contract, which includes without limitation, verification that services billed by the Contractor were actually provided. Contractor shall provide Commission with on-site access to all reasonable documents, records, and other supporting information for billing and services under this Contract. Disallowed costs shall be repaid to the Commission.
- 18. **State Audit.** Pursuant to California Government Code section 8546.7, every Commission Contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State Auditor for a period of

three years after final payment under the Contract. Contractor shall permit the State auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.

19. **Conflict of Interest.** Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et. seq. and 87100 et. seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the Commission relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et. seq. during the term of this Contract.
20. **Immigration Reform and Control Act.** Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.
21. **Third Party Beneficiaries.** It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement, shall be strictly reserved to Commission and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.

EXHIBIT E

SPECIAL CONDITIONS

1. **Professional Liability Insurance.** Professional liability insurance shall include coverage for the activities of Contractor's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COMMISSION shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the Contractor is required to maintain such coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.
2. **Availability of Funds.** This Contract is valid only if sufficient funds are made available to the Commission from the State of California through funding pursuant to the Children and Families Act. Should the Commission's funding be insufficient to provide funding for this Contract, the Commission may, in its sole discretion, reduce or eliminate funding for this Contract. Where possible, the Commission shall make only prospective funding changes.
3. **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.
4. **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) Susie Bautista is not available to perform the services hereunder on behalf of the Contractor and the Contractor and the Commission are unable to mutually agree on a replacement; or
 - vi) 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
- vii) 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.
5. **Termination for Convenience.** Either party may terminate this Contract at any time by giving to the other party 60 (sixty) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.
6. **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.
7. **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.
8. **Gifts.** 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.
9. **Billing Irregularities.** If Contractor bills Commission for any services or amount of services that were not actually provided, Contractor shall be responsible for reimbursing the Commission in full. More than five (5) instances of erroneous billing per calendar year shall be grounds for termination of the Contract for cause. Further, the

Contract for Services Between First 5 SLO County and County of SLO-Behavioral Health
Fiscal Period March 27, 2019-June 30, 2020

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.

10. **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 Commissioners

From: Natalie Laacke

Date: March 27, 2019

Re: Executive Director Evaluation

Requested Action

No formal action is required on this item.

After a discussion by the Commission (and assuming there is a concurrence of Commissioners), the Executive Director should be directed to complete a self-evaluation, draft goals for the upcoming term and be prepared to discuss the evaluation and goals at the Commission's meeting on May 22, 2019. Commissioners are also asked to complete the evaluation form. An evaluation rubric is included in this packet to assist Commissioners in completing the evaluation.

Background

It is First 5's policy to evaluate its Executive Director on an annual basis. It appears, however, that the Commission has not performed an evaluation of its Executive Director since December of 2016. An Executive Director evaluation is therefore overdue and should be performed expeditiously.

The Commission has followed different Executive Director evaluation procedures over the years. This year it is recommended that the following procedure be performed:

1. Each Commissioner is asked to complete the enclosed Evaluation Form. (This form will be emailed to you in a Microsoft Word Format after the meeting.)
2. The Executive Director is asked to complete the Evaluation Form and to draft goals for the upcoming year.
3. Commissioners should email completed evaluation forms to Blake Fixler at bfixler@co.slo.ca.us by **May 6, 2019**. In conjunction with First 5 Legal Counsel, all the completed evaluations and the goals for 2019 will be compiled and forwarded to the Commissioners at least one week prior to the May 22, 2019 Commission meeting.
4. At the May 22, 2019 Commission meeting, a Closed Session will be held to review and discuss the evaluations and goals.



MANAGEMENT PERFORMANCE REVIEW RUBRIC

These are to be used only as guidelines. Check the degree that best describes the overall performance of the employee during this period.

	<u>Unsatisfactory</u>	<u>Needs Improvement</u>	<u>Meets Standards</u>	<u>Exceeds Standards</u>
	<i>Performance is not acceptable . Management employee has been counseled and is not improving. Management employee will be monitored with Improvement Plan until performance improves.</i>	<i>Performance less than expected. Management employee will be monitored with Improvement Plan until performance improves or is deemed unsatisfactory.</i>	<i>Performance that is expected of a First 5 Manager</i>	<i>Performance which is better than expected of a fully competent management employee. This is the desired performance that management employees should strive to meet.</i>
1. Provides Leadership	Does not meet the goals of the organization. Does not articulate the vision of the organization. Does not succeed in motivating others to do their best. Does not encourage others to develop their skills. Does not use a team approach appropriately with expected results. Does not make objective, timely, and well-considered decisions. Does not assume responsibility of outcomes. Does not inform/involve others.	Rarely meets the goals of the organization. Does not consistently or clearly articulate the vision of the organization. Rarely succeeds in motivating others to do their best. Does not effectively encourage others to develop their skills. Does not use a team approach consistently with expected results. Rarely makes objective, timely, and well-considered decisions. Seldom assumes responsibility of outcomes. Rarely informs/involves others as appropriate.	Usually meets the goals of the organization. Articulates the vision of the organization. Usually succeeds in motivating others to do their best. Encourages others to develop their skills. Uses a team approach appropriately with expected results. Generally makes objective, timely, and well-considered decisions. Assumes responsibility for outcomes. Usually informs/involves others as appropriate.	Consistently meets or exceeds the goals of the organization. Clearly articulates the vision of the organization. Succeeds in motivating others to do their best. Strives to develop the skills of others. Builds a team to accomplish goals. Consistently makes objective, timely, and well-considered decisions. Assumes responsibility for outcomes. Informs/involves others as appropriate.

	<u>Unsatisfactory</u> <i>Performance is not acceptable . Management employee has been counseled and is not improving. Management employee will be monitored with Improvement Plan until performance improves.</i>	<u>Needs Improvement</u> <i>Performance less than expected. Management employee will be monitored with Improvement Plan until performance improves or is deemed unsatisfactory.</i>	<u>Meets Standards</u> <i>Performance that is expected of a First 5 Manager</i>	<u>Exceeds Standards</u> <i>Performance which is better than expected of a fully competent management employee. This is the desired performance that management employees should strive to meet.</i>
2. Communicates Effectively	Does not demonstrate ability to present ideas orally with appropriate tone and body language. Does not demonstrate ability to present ideas in a written format to communicate so others have a clear and exact understanding of what is being transmitted. Does not promote a professional attitude in communications to Commissioners, partners, public and/or staff.	Demonstrates limited ability to present ideas orally with appropriate tone and body language. Demonstrates limited ability to present ideas in a written format to communicate so others have a clear and exact understanding of what is being transmitted. Does not consistently promote a professional attitude in communications to Commissioners, partners, public and/or staff.	Demonstrates ability to present ideas orally with appropriate tone and body language. Demonstrates ability to present ideas in a written format to communicate so others have a clear and exact understanding of what is being transmitted. Consistently promotes a professional attitude in communications to Commissioners, partners, public and/or staff.	Demonstrates exceptional ability to present ideas orally with appropriate tone and body language. Demonstrates exceptional ability to present ideas in a written format to communicate so others have a clear and exact understanding of what is being transmitted. Always promotes a professional attitude in communications to Commissioners, partners, public and/or staff.
3. Supervises, Evaluates and Assumes Responsibility for Decisions Affecting Staff	Is not aware of or consciously ignores personnel policies. Does not make necessary personnel decisions and/or fails to inform others of personnel changes and policies as appropriate. Does not monitor contracts and agreements. Does not coach and counsel staff. Performance evaluations are conducted in an inconsistent and unprofessional manner.	Is not aware of personnel policies. Does not consistently make necessary personnel decisions and/or fails to inform others of personnel changes and policies as appropriate. Is unaware of the need to monitor contracts and agreements. Inappropriately coaches and counsels staff. Performance evaluations are conducted in a less than consistent and professional manner.	With assistance, successfully applies personnel policies. Makes necessary personnel decisions and informs others of personnel changes and policies as appropriate. Monitors contracts and agreements appropriately. Coaches and counsels staff as needed. Conducts performance evaluations in a consistent and professional manner.	Successfully applies all personnel policies. Consistently makes necessary personnel decisions and informs others of personnel changes and policies as appropriate. Consistently monitors contracts and agreements appropriately. Coaches and counsels staff as needed. Conducts performance evaluations in a consistent and professional manner.

	<u>Unsatisfactory</u> <i>Performance is not acceptable . Management employee has been counseled and is not improving. Management employee will be monitored with Improvement Plan until performance improves.</i>	<u>Needs Improvement</u> <i>Performance less than expected. Management employee will be monitored with Improvement Plan until performance improves or is deemed unsatisfactory.</i>	<u>Meets Standards</u> <i>Performance that is expected of a First 5 Manager</i>	<u>Exceeds Standards</u> <i>Performance which is better than expected of a fully competent management employee. This is the desired performance that management employees should strive to meet.</i>
4. Administers Finances Accurately and Strategically	Lacks understanding of the budget and does not follow budget guidelines. Does not cooperate with the Commission or accountant with regard to accountability. Does not engage in strategic, long-range budget planning. Routinely makes errors in fiscal planning and financial judgment.	Demonstrates limited understanding of the budget and inconsistently follows budget guidelines. Demonstrates difficulty in cooperating with the Commission or accountant with regard to accountability. Does not engage effectively in strategic, long-range budget planning. Frequently makes error s in fiscal planning and financial judgment.	Demonstrates fundamental understanding of the budget and follows budget guidelines. Cooperates fully and effectively with the Commission or accountant with regard to accountability. Engages effectively in strategic, long-range budget planning. Rarely makes errors in fiscal planning and financial management.	Demonstrates comprehensive understanding of the budget and always follows budget guidelines. Cooperates fully and effectively with the Commission or accountant with regard to accountability. Consistently promotes and engages Commission in strategic, long-range budget planning. Demonstrates consistent, reliable accuracy in fiscal planning and financial management.
5. Models Personal Integrity and Professionalism	Dos not practice high standards of ethics, honesty and integrity in professional matters. Exercises poor judgment and does not seek differing points of view in decision-making processes. Permits conflicts of interest to occur without challenge. Demonstrates lack of poise and emotional stability in professional activities. Does not maintain attire and grooming consistent with nature of position. Does not model dependability, honesty or punctuality.	Does not consistently practice high standards of ethics, honesty and integrity in professional matters. Occasionally does not exercise good judgment and seek differing points of view in decision-making processes. May permit conflicts of interest to occur. Does not demonstrate consistent poise and emotional stability in professional activities. Attire and grooming are sometimes inconsistent with nature of position. Does not consistently model dependability, honesty or punctuality.	Consistently practices high standards of ethics, honesty and integrity in professional matters. Exercises good judgment and seeks differing points of view in decision-making processes. Identifies and avoids conflicts of interest. Demonstrates consistent poise and emotional stability in professional activities. Maintains attire and grooming consistent with nature of position. Consistently models dependability, honesty and punctuality.	Consistently practices and promotes the highest standards of ethics, honesty and integrity in professional matters. Exercises good judgment and actively seeks differing points of view in decision-making processes. Assesses potential conflicts of interest to prevent any conflicts, whether legal or perceived. Always demonstrates poise and emotional stability in professional activities. Maintains exemplary levels of attire and grooming consistent with nature of position. Always models dependability, honesty and punctuality.

	<u>Unsatisfactory</u> <i>Performance is not acceptable . Management employee has been counseled and is not improving. Management employee will be monitored with Improvement Plan until performance improves.</i>	<u>Needs Improvement</u> <i>Performance less than expected. Management employee will be monitored with Improvement Plan until performance improves or is deemed unsatisfactory.</i>	<u>Meets Standards</u> <i>Performance that is expected of a First 5 Manager</i>	<u>Exceeds Standards</u> <i>Performance which is better than expected of a fully competent management employee. This is the desired performance that management employees should strive to meet.</i>
6. Develops Effective Programs and/or Services	Is not aware – or – consciously ignores – Commission's vision for effective programs and/or services. Does not evaluate effectiveness of programs and/or services. Provides poor organization and/or facilitation of meetings. Is unavailable to meet with those involved in programs and/or services.	Demonstrates limited awareness or fails to develop Commission programs and/or services. Ineffectively evaluates the effectiveness of the programs and/or services. Facilitates meetings which rarely allow for open discussions. Meetings often lack organization. Is rarely able to meet with those involved in programs and/or services.	With assistance, successfully develops Commission programs and/or services. Generates new methods or procedures for more efficient, effective programs and/or services. Facilitates meetings which allow for open discussions. Meetings are well organized. Establishes an open door policy for effective communication regarding programs and/or services.	Actively develops and promotes Commission programs and/or services as expected. Generates new methods or procedures for a more efficient, effective program and/or services on a regular basis. Facilitates meetings which encourage open discussion. Meetings are consistently well organized. Proactively seeks opportunities and schedules time to discuss programs and/or services.
7. Develops a Positive Organizational Climate	Does not promote and model the importance of positive relationships among all staff. Fails to devote time and attention to reinforcing the core organizational values. Does not assume responsibility for a positive organizational culture. Resists changing the culture when evidence shows a need. Does not demonstrate sensitivity to needs of staff and to the value of diversity. Does not promote safe practices in the work environment.	Inconsistently promotes and models the importance of positive relationships among all staff. Devotes insufficient time and attention to reinforcing the core organizational values. Trust and confidence are inconsistent. The atmosphere is poor. Inconsistently demonstrates sensitivity to needs of staff and to the value of diversity. Does not always pay attention to safe practices in the work environment.	Generally promotes and models the importance of positive relationships among all staff. Devotes time and attention to reinforcing core organizational values. Reinforces and models positive aspects of the work culture while transforming negative aspects. Promotes an atmosphere of appreciation, recognition, caring and good humor. Promotes atmosphere that demonstrates sensitivity to personal needs of staff and embraces diversity. Promotes safe practices in the work environment.	Consistently promotes and models the importance of positive relationships among all staff. Develops and establishes an organizational environment that supports the core organizational values. Models and encourages a shared sense of respect and caring for staff. Serves as an exemplary role model. Strives always to create an atmosphere that demonstrates sensitivity to personal needs of staff and celebrates diversity. Actively assesses and promotes safe practices in the work environment.

	<u>Unsatisfactory</u> <i>Performance is not acceptable . Management employee has been counseled and is not improving. Management employee will be monitored with Improvement Plan until performance improves.</i>	<u>Needs Improvement</u> <i>Performance less than expected. Management employee will be monitored with Improvement Plan until performance improves or is deemed unsatisfactory.</i>	<u>Meets Standards</u> <i>Performance that is expected of a First 5 Manager</i>	<u>Exceeds Standards</u> <i>Performance which is better than expected of a fully competent management employee. This is the desired performance that management employees should strive to meet.</i>
8. Collaborates with Outside Agencies	Collaborates poorly with representatives of outside agencies. Does not act in a manner that promotes teamwork. Neither supports the aims of partner agencies nor seeks their support for Commission initiatives and activities.	Does not always collaborate with representatives of outside agencies. Sometimes acts in a manner that promotes teamwork. Only occasionally supports the aims of partner agencies and seeks their support for Commission initiatives and activities.	Regularly collaborates with representatives of outside agencies. Acts in a manner that promotes teamwork. Consistently supports the aims of partner agencies and seeks their support for Commission initiatives and activities.	Actively engages outside agencies in collaborative efforts. Facilitates planning and partnering to promote teamwork. Works actively to support the aims of partner agencies and consistently receives their support for Commission initiatives and activities.
9. Demonstrates Human Relation Skills	Relationships with others are poor. Confidentiality has been breached. Acts in a disrespectful manner. Does not listen or accept suggestions for improvement. Avoids communication with employees, colleagues, Commissioners or community members. Unwilling to share information.	Relationships are weak. Confidentiality has sometimes been compromised. There are occasional lapses of respect when working with others. Communicates ineffectively with employees, colleague, Commissioners or community members. Reluctant to accept suggestions for improvement. Reluctant to share knowledge.	Strong working relationships have been displayed. Confidentiality is maintained. Extends respect to others. Openly communicates with and supports employees, colleagues, Commissioners and community members. Uses suggestions for improvement. Willingly shares information.	Represents the organization in a positive manner and is a role model when dealing with people. Values relationships and treats everyone with mutual respect. Seeks out suggestions for improvement. Engages in active listening and maintains positive contact with employees, colleagues, Commissioners and community members. Communicates eloquently with all levels of the organization. Mentors employees and colleagues.

	<u>Unsatisfactory</u> <i>Performance is not acceptable . Management employee has been counseled and is not improving. Management employee will be monitored with Improvement Plan until performance improves.</i>	<u>Needs Improvement</u> <i>Performance less than expected. Management employee will be monitored with Improvement Plan until performance improves or is deemed unsatisfactory.</i>	<u>Meets Standards</u> <i>Performance that is expected of a First 5 Manager</i>	<u>Exceeds Standards</u> <i>Performance which is better than expected of a fully competent management employee. This is the desired performance that management employees should strive to meet.</i>
10. Promotes Professional Growth Activities	Does not recognize best practices. Does not develop individual learning goals for self and staff. Does not attend professional development aligned to goals.	Fails to keep current with changes in best practices. Inconsistently facilitates individualized learning goals for self and staff. Inconsistently promotes professional development aligned to goals. Rarely devotes time to professional development.	Stays current with changes and best practices. Facilitates individualized learning goals for self and staff. Professional development activities reflect and support the goals. Devotes meetings to teaching and learning.	Demonstrates exemplary performance by supporting professional development opportunities aligned with the goals. Routinely promotes professional development opportunities that support individual learning goals for self and staff. Active participant in professional development. Demonstrates a commitment of time and intellect. Willing to learn from colleagues on a regular basis. Routinely shares learning experiences with others.
11. Demonstrates Job Knowledge	Lacking in general knowledge of the essential job functions. Unable to prioritize work tasks. Often submits late and inaccurate information.	Limited knowledge of the essential job functions. Often fails to meet deadlines or causes undue financial or other hardship due to lack of proper planning and prioritizing. Inconsistent level of accuracy and/or punctuality.	Knowledgeable about the essential job functions. Prioritizes work tasks. Performs job at a high level of accuracy and punctuality.	Knowledgeable and recognized as an expert in the essential job functions. Highly skilled in prioritizing work tasks. Performs job at an exceptional level of accuracy and punctuality.

MANAGEMENT PERFORMANCE REVIEW

Name: **Wendy Wendt**

Position: **Executive Director**

Performance Period: **January 1, 2017 to December 31, 2018**

Please complete each section by checking the degree that best describes the performance of the Executive Director. Please also provide comments.

	Unsatisfactory	Needs Improvement	Meets Standards	Exceeds Standards	N/A
1. Provides Leadership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					
2. Communicates Effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					
3. Supervises, Evaluates and Assumes Responsibility for Decisions Affecting Staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					
4. Administers Finances Accurately and Strategically	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					
5. Models Personal Integrity and Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					
6. Develops Effective Programs and/or Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					
7. Develops a Positive Organizational Climate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					

	Unsatisfactory	Needs Improvement	Meets Standards	Exceeds Standards	N/A
8. Collaborates with Outside Agencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					
9. Demonstrates Human Relations Skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					
10. Promotes Professional Growth Activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					
11. Demonstrates Job Knowledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					

OVERALL RATING

Check the degree that best describes the overall performance of the employee during this period.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unsatisfactory	Needs Improvement	Meets Standards	Exceeds Standards

General Comments: [Click here to enter text.](#)

I hereby certify that I have reviewed this report. I understand my signature does not necessarily mean I agree with all the items checked. I also understand that if I do not agree with this report, a response may be attached to this form and submitted to the Commission Chair within ten days after signature.

Employee Signature: _____ **Date:** _____

Signed By: _____ **Date:** _____
First 5 Commission Chair or Designee